

Sale Terms & Conditions

Serenity Shield » Sale Terms & Conditions

Sale Terms & Conditions - Initial SERSH tokens Coin Offering by Serenity Shield.

Last revised: April 2023

These SERSH Tokens Sale Terms and Conditions (the "Terms and Conditions") are the terms and conditions upon which SERENITYSHIELD (the "the Seller") will sell the SERSH tokens (the "SERSH tokens" or "Tokens") which will be issued and then transferred to You (the "Buyer").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING SERSH TOKENS, AS IT SETS OUT AND EXPLAINS YOUR LEGAL RIGHTS AND OBLIGATIONS INCLUDING WAIVERS OF RIGHTS, AND LIMITATION OF LIABILITIES. BY UTILIZING THE SERVICES (AS DEFINED BELOW) WHICH WILL BE OFFERED BY THE WEBSITE (AS DEFINED BELOW), YOU ACKNOWLEDGE AND AGREE YOU HAVE READ THIS DOCUMENT AND THAT YOU AGREE TO BE BOUND BY IT.

By purchasing SERSH tokens prior to the launch of the project described in the White Paper, you will be automatically bound by these Terms and Conditions and the purchase of the SERSH tokens is subject to it, subject to the potential prevailing particular terms and conditions set forth therein.

Purchase of SERSH tokens involves financial risks. Therefore, we strongly recommend that you do not purchase SERSH tokens, if you are not an expert in cryptocurrencies and blockchain technology. Even if you have knowledge of the technology, you should consult your own lawyer, accountant and other professionals / consultants whereso required. The Seller will not be responsible in any way for any loss incurred by you resulting from the purchase of these SERSH tokens or for otherwise dealing with the SERSH tokens.

By purchasing SERSH tokens, using or otherwise accessing the Website, creating or registering an account, downloading content or other information, you shall be deemed to acknowledge that you do so with full consent and full knowledge of these Terms and Conditions having first obtained legal advice as to the full force and effect of these Terms and Conditions. Your above acts and deeds including participation will be deemed to be your undertaking that you satisfy this requirement and shall be deemed to be your unequivocal and express agreement to be bound by these Terms.

BACKGROUND

Please visit the Website and read the White Paper (as defined below) for yourself. The Website and the White Paper provide a non-binding description of the Platform (as defined below) currently being developed and the Services that will be offered by the Seller.

AGREEMENT

DEFINITIONS

Governance - Token Authority and/or any third-party service provider contracted by the Token Authority in connection with the Token Sale.

Agreement - this Agreement (as amended from time to time) exclusively and no other.

Platform - means the platform which enables the use of the purchased SERSH tokens and allows the holders of the SERSH tokens to use the supplied Services as soon as they will be available. The Platform offers an innovative, revolutionary approach to secure storage solutions for our most sensitive information.

SERSH token(s) - a utility token for the use of the services described in the White Paper built on the BNB blockchain, issued by the Token Authority.

AML - Anti Money Laundering.

Beneficial Owner - a natural person who ultimately owns or controls the Buyer and/or the natural person on whose behalf a transaction or activity is being conducted.

Blockchain - the underlying blockchain technology on which the SERSH token is issued. Unless otherwise decided by the Seller, the SERSH tokens will meet the BNB blockchain standard. By extension, it also refers to every blockchain technology the Buyer or Seller may use.

Buyer - the purchaser of the SERSH tokens, "Purchaser" "purchaser" "you", "You" "your", or "yourself".

Prohibited Person - a person who is not eligible to purchase SERSH tokens under this Agreement by virtue of Clause 11.

Registered Buyer - those Buyers who have purchased SERSH tokens and the purchase has been registered by the Seller, and "You", "Your" or "Yours" in these Terms and Conditions.

Schedule - any Schedule referred to or annexed to this Agreement and is an integral part of it.

Seller – Serenity Shield, email ID governance@sershtoken.com

Services - means the services (as soon as they will be available) that will be provided by the Seller, as described on a non-binding basis on the Website and the White Paper (as amended or changed from time to time).

Terms and Conditions - the terms and conditions contained in this Agreement.

Token Governance - means the Seller

Token Authority - means the Token issuer

Website www.serenityshield.io

White Paper - the description (on a non-binding basis) of the project and of the ecosystem of the SERSH token made available at <https://serenityshield.io/docs/Serenity-Shield-White%20paper-20220728.pdf>. The White Paper may be modified and changed from time to time and is hereby incorporated for reference purposes only. The White Paper describes, for informational purpose only, the project, the specificities of the sale of the SERSH tokens, the details of the Token Sale, the technical partners and security technologies used, the specificities of the SERSH token and its issuance (e.g. cliff period and/or vesting).

RECITALS

WHEREAS, the Seller (and/or its affiliates) is (and/or are) developing the Platform.

WHEREAS, the SERSH tokens are not investment tools and therefore this Agreement shall not be considered as or represent any kind of offer to purchase and/or the sale of any financial security or security tool or any kind of investment option.

WHEREAS, the Seller will issue SERSH tokens

WHEREAS, the Buyer wants to purchase the SERSH tokens and acknowledges and agrees to abide by the Terms and Conditions.

NOW THEREFORE, in mutual consideration of the covenants and agreements contained herein, the Seller and the Buyer agree as follows:

INTERPRETATION

Unless the context of this Agreement otherwise requires:

- words of any gender include all other genders;
- words using the singular or plural also include the plural or singular respectively;
- the terms "hereof", "hereby", "hereto" and derivatives of similar words refer to this entire document;
- the word "including" shall mean "including without limitation".

The Terms and Conditions are only in respect of the sale and purchase of the SERSH tokens. Any potential future use of the SERSH tokens is in connection with the Services provided by the Seller and its affiliates on the Platform which will be governed by other applicable terms and conditions. These Services will be made available at the sole discretion of the Seller and its affiliates on the Website.

1. SERVICES

- 1.1. The Buyer acknowledges and agrees that the SERSH tokens will be used - only when the services shall become available to users - as a digital means to pay for goods/services on the Platform and benefit from staking and farming ("**Usage**").

- 1.2. The Buyer acknowledges and agrees that the SERSH token does not have attached to it any rights, neither express nor implied, other than the envisaged Usage of the SERSH token in relation to the goods and services on the platform.
- 1.3. The Buyer, upon purchasing SERSH tokens, acknowledges and agrees that he/she/it will not have any right of whatsoever nature in, shares, equity, security, ownership, debt / loan interest or any such other rights or any future rights to receive them in Seller's organization and its affiliates nor any intellectual property rights in the SERSH tokens or any other intellectual property rights of the Seller including its affiliates. The Buyer's rights are strictly limited to those in relation to the SERSH tokens that may be purchased by the Buyer, as set out under these Terms and Conditions

2. THE SERSH TOKENS

The SERSH tokens are not intended to be any form of:

- **security;**
- commodity;
- any form of financial instrument; or
- **investment.**

Purchasers should have no expectation of influence over the Seller, including no governance right on the Seller and no access to its shareholders' general meetings as well as no rights to the Seller's earnings nor other interests in the Seller such as dividends.

Purchasers should have no expectation of price appreciation whatsoever.

The Purchaser acknowledges that the proceeds from the Token Sale will be indicated in the White Paper but ultimately shall be utilized by the Seller at its sole discretion.

Nothing in these Token Terms and Conditions shall be considered to constitute a prospectus of any sort whatsoever or a solicitation or invitation of investment of any kind. These Token Terms and Conditions are not an offering to buy or sell any securities in any jurisdiction.

Purchaser unconditionally confirms and declares that the Seller has not solicited it in any form whatsoever, and that it has contacted the Seller directly to buy SERSH tokens.

3. DEVELOPMENT

- 3.1. IN PURCHASING THE SERSH TOKENS, THE BUYER ACKNOWLEDGES AND AGREES THAT BUYER FULLY UNDERSTANDS THAT THE SERVICES ARE STILL IN THE DEVELOPMENT STAGE AND ARE NOT YET AVAILABLE.
- 3.2. The Buyer acknowledges and agrees that he or she fully understands that the Services supplied for the use of the SERSH tokens form no part of this Agreement and are still in the development stage.
- 3.3. The Buyer acknowledges and agrees that the development of the applications and

software for the use of the Platform may give rise to changes in the Services supplied in relation to and in exchange for the SERSH tokens.

4. OFFER AND SALE

- 4.1. The Seller offers for sale to the Buyer SERSH tokens in accordance with the Terms and Conditions.
- 4.2. The Buyer agrees to purchase SERSH tokens offered for sale from the Seller in accordance with the Terms and Conditions.
- 4.3. The Buyer will, during the Token Sale Period, transfer to the Seller the agreed amount/consideration for the number of Tokens purchased.
 - 4.3.1. The Seller, during the Token Sale Period, will register the purchase of the SERSH tokens, the number of SERSH tokens purchased and the full details of the Buyer.
 - 4.3.2. At the time of purchase of SERSH tokens the Buyer will be required to provide copies of all KYC documents as required by the Seller.
 - 4.3.3. The Seller will send updates and information to Registered Buyers in respect of the development and launch of the Platform and Services as described in this Agreement.
- 4.4. The number of available SERSH tokens is entirely the preserve of the Token Authority.
- 4.5. The Token Sale Period may be subject to change at the sole discretion of the Seller.
- 4.6. The Seller may terminate the Token Sale Period earlier at any time for any reason at its sole discretion. SERSH
- 4.7. The Seller does not give or make any representation, warranty or guarantee that the price of the tokens will remain static and it may change from time to time or that the Purchaser will make any gain / profit in relation to the SERSH tokens.
- 4.8. Buyers may pay in any currency, cryptocurrency or digital asset that is allowed under these Terms and Conditions. The exchange rate will be determined from time to time, according to the current market price provided by the Seller, on the Website.
- 4.9. For the avoidance of doubt, the purchase price is per SERSH token, multiplied by the number of SERSH tokens purchased.
- 4.10. In some circumstances, a small administration fee may be charged.

5. TOKEN PURCHASE PROCEDURE AND DELIVERY

- 5.1. The Seller reserves the right to amend and modify this Token Sale procedure at any time.
- 5.2. The Buyer should register his/her/its interest in the purchase of Tokens. This will be done through the Website which will require the Buyer to open an account.

- 5.3. Some information may be collected through our KYC identity verification provider, which may be mandatory. Specifically, we may verify the age, the name, and the residential status and address, as well as certain other information.
- 5.4. Full instructions and procedures, upon registering and opening an account, will be provided by the Seller in respect of the purchase and payment of the SERSH tokens.
- 5.5. Authorized payment methods: **USDT, USDC, BUSD**
- 5.6. Payment will not be deemed received until such a time as the entire purchase price, in whichever currency or cryptocurrency, has been paid in full. Any foreign exchange charges are the sole responsibility of the Buyer and no deduction / set-off of whatsoever nature must be made against the purchase price.
- 5.7. Failure to follow the instructions and procedures provided by the Seller or payment by any other means than those authorized will not be accepted by the Seller.
- 5.8. The Buyer acknowledges and agrees that upon completion of the purchase of SERSH tokens, to the fullest extent applicable under law, no refunds and/or cancellations, whether in full or in part, are permitted unless agreed in writing by the Seller .
- 5.9. The Buyer expressly acknowledges and agrees that the right of withdrawal cannot be exercised in the context of the Token Sale. The Buyer wishes to have the Token Sale executed immediately by making necessary payments. The Buyer expressly agrees to this in advance and expressly waives his/her right of withdrawal/cancellation.
- 5.10. The Buyer acknowledges and agrees that he or She will accept the amount of SERSH tokens allotted by the Seller if the requested amount of SERSH tokens is not available with the Seller.
- 5.11. In the event that the purchase of SERSH tokens is not completed or fails for merely technical reasons, the Seller agrees to return to the Buyer any amount paid, less any reasonable transaction costs,(e.g. bank transaction costs) to the originating source only. This clause applies **if** the transaction is not subsequently completed.
- 5.12. The Seller reserves the right to refuse an SERSH token request application on any grounds, including, but not limited to, the following reasons:
 - 5.12.1. if the Buyer fails to complete any of the requested details in the application;
 - 5.12.2. if, to the complete satisfaction of the Seller, the Buyer's identity cannot be verified;
 - 5.12.3. the Buyer fails to give accurate or gives false information on the application or if the KYC service provider of the Seller rejects the application
 - 5.12.4. for any reason or
 - 5.12.5. **if the Buyer is a Prohibited Person.**
- 5.13. For the purpose of SERSH tokens as well as during the period when a person holds any SERSH token, the Seller may from time to time determine, at its sole discretion, that it is

necessary to obtain certain information about the Buyer including KYC updation in order to comply with applicable laws or regulations in connection with selling SERSH tokens to the Buyer or otherwise. The Buyer agrees and undertakes to provide the Seller with such information promptly upon request. The Buyer acknowledges that the Seller may refuse to sell SERSH tokens to the Buyer or provision of Services, as the case may be, until the Buyer provides such requested information and has determined that it is permissible to complete the purchase or hold the Tokens, as the case may be.

- 5.14. For the avoidance of doubt, any extension of the release time of the SERSH tokens shall not affect the obligation of the Seller to make delivery to the Buyer of the purchased SERSH tokens.
- 5.15. The SERSH tokens are non-refundable under any circumstances and the Seller gives no guarantee and makes no representations or warranty of whatsoever nature, as to the future value of the SERSH tokens. The purchaser agrees that he/she/it will not be entitled to a refund, return, exchange or cancellation of any kind in relation to the SERSH tokens, whether in full or in part, regardless the reason of the request. For the avoidance of doubt, No claim or allegation of whatsoever nature, about or in relation to, the product, Technology, project development or policy could be accepted as a reason for refund / cancellation. Changes in regulatory environment, legal restrictions or government actions pertaining to Cryptocurrencies shall not entitle the purchaser to claim any refund. Any dispute, disagreement, litigation, controversy, etc., arising from these terms and conditions including the purchase of SERSH tokens, of whatsoever nature shall be resolved through arbitration in accordance with the applicable laws and regulations, exclusively in the legal jurisdiction of Singapore.

6. **WALLET**

- 6.1. The Seller will deliver the SERSH tokens to the Buyer in the wallet of his/her/its user account.
- 6.2. The Buyer must keep the wallet and its security protocols safe and not share them with any other person.

7. **ANTI MONEY LAUNDERING (AML) POLICY – IMPORTANT**

We are firmly committed to prevent money laundering and the financing of terrorism or illicit activities through SERSH tokens or otherwise, on the part of the Purchaser by adhering to strict Anti-Money Laundering (AML) and Know your Customer (KYC) procedures.

- 7.1. Money laundering is the process of which proceeds of crime or terrorism are changed to give the appearance that such funds come from legitimate sources.
- 7.2. Money laundering activities may come in many forms, from a simple single act to sophisticated and complex multiple schemes. Such money passing from person to person or through company to company being handled by multiple methods through multiple property to disguise its source.

8. **ANTI MONEY LAUNDERING VERIFICATION –**

8.1. The Token Governance and Authority may:

- require verification of the identity of the Buyer through our third-party AML identification and verification providers;
- require, in some situations (examples include, but are not limited to, large transactions, high-risk transactions or inconsistencies according to our records), additional information (examples include, but are not limited to, proof of source of funds).

8.2. Failed AML or KYC verification

- a) If the pre purchase verification evidence supplied does not meet with AML requirements, Token Governance or the Authority may not allow the participation to the Token Sale and will not accept possible obtained funds,
- b) If the post purchase verification fails. The purchaser account will be suspended. An email of notification will be sent to the purchaser informing them of the verification failure and account suspension. In case where purchaser fails to respond and resolve the verification issues within 7 days, their account will be subject to permanent closure. Any tokens held may be frozen in accordance with legal requirements .
- c) Reporting to Authorities: if there are concerns about potential fraudulent or illicit activities or false declaration, the governance or authority will consider reporting the matter to the relevant authorities as mandated by law .
- d) Data retention : all communication, documentation and actions taken during this process will be thoroughly documented and retained as by regulatory standards .

In the case of purchaser failure to successfully completed KYC or AML verification which subsequently lead to freezing of assets, the buyer acknowledges and agrees that he or she shall have no right to make any claims , demands and release the Token Governance and Authority, it's affiliates , team members or any related individuals from any legal actions or claims , for the loss that it may suffer as a result of this action and hereby waives such claims.

The buyer acknowledges that freezing of assets is a direct consequences of non-compliance with established KYC AML procedures, and any losses or inconveniences incurred as a result thereof shall be borne solely by the buyer . The project Governance , Authority , its affiliates , team members and related individuals shale be exempt from any liability , obligations, or responsibility arising from the aforementioned verification failure and the subsequent freezing of assets .

The Buyer hereby declares that he/ she/it will indemnify the Token Governance and the Administrator, it's affiliates , team members or related individuals , against all and any losses that the Token Governance or the Administrator could suffer from or in connection with a failure to process verification of AML and KYC concerning the SERSH tokens.

8.3. The Buyer acknowledges and agrees that he or she is aware of the AML reporting requirements and that any report will not be treated as or considered a breach of privacy but as a legal obligation on behalf of the Token Governance or Authority

8.4. The Buyer confirms that he/she/it is not a Prohibited Person (see Clause 11).

8.5. If the Buyer has any Beneficial Owners, he/she/it confirms that he or she has undertaken all reasonable due diligence and that the Beneficial Owner is not a Prohibited Person.

9. DATA PROTECTION

Buyer acknowledges that we may process personal data in relation to the Buyer (if Buyer is an individual), and personal data that Buyer has provided or in the future provide to the Seller in relation to the Buyer's employees and other associated or other individuals, in connection with these Terms and Conditions, or the Services. Accordingly, Buyer represents and warrants that:

- Buyer's disclosure to the Seller of any personal data relating to individuals other than Buyer was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to the Seller, the Buyer have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and
- if from time to time Seller provides the Buyer with access to a replacement version of the Privacy Policy, the Buyer will promptly read that notice and provide a copy to any individual whose personal data the Buyer has provided to the Seller.

10. PROHIBITED PERSONS

- 10.1. **Any persons - citizens or residents - from the following countries will be ineligible to purchase SERSH tokens during the Token Sale: Afghanistan, Albania, Angola, Azerbaijan, Bosnia and Herzegovina, Bahamas, Barbados, Burma,Botswana, Burkina Faso, Burundi, Cayman Islands, Cambodia, Cameroon, Crimea (Ukraine), Chad,Congo,Congo (Democratic Republic), Cuba, Ethiopia, Eritrea, Fiji, Palau, Ghana, Guinea, Guinea-Bissau, Haiti, Iran,Iraq, Jamaica, Jordan, Lao people Democratic Republic, Liberia, Libya, Madagascar, Malia,Mozambique, Nicaragua, Uganda, Nigeria, Korea North, Pakistan, Panama, Puerto Rico, Russia, American Samoa, Senegal, Singapore, Somalia, South Sudan,Sri Lanka, Sudan, Syria,Tajikistan, Trinidad and Tobago, Turkmenistan, Uganda, United States, Uzbekistan, Vanuatu, Venezuela, Virgin Islands (United States), Yemen, Zimbabwe.**
- 10.2. **The above list of countries would also include the countries which at a future date by law or otherwise prohibits its citizens to purchase or deal with any Crypto currency / blockchain tokens, from within its territory.**
- 10.3. The Token Generator and/or the Administrator will undertake verification of nationality and other identifiers (see Clauses 6.3 and 9.1).
- 10.4. Persons under the age of attaining majority in his/her jurisdiction will be ineligible to purchase SERSH tokens during the Token Sale.
- 10.5. **Persons legally incapable of entering into contract like persons with unsound mind, lunatics, etc.,**
- 10.6. Politically Exposed Persons (PEP) will be ineligible to purchase SERSH tokens during the Token Sale.

11. ACKNOWLEDGEMENT OF RISK

- 11.1. Buyer represents and warrants that he/she/it fully understand and have significant experience of cryptocurrencies, digital assets, blockchain systems and services, and he/she/it fully understand the risks associated with the trading of cryptocurrencies and digital assets as well as the mechanics related to the use of such cryptocurrencies and digital assets (including with respect to their storage and exchange).
- 11.2. The Buyer acknowledges that trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics.
- 11.3. The Buyer represents and warrants that he/she/it is not entering into transactions that are above the Buyer's financial abilities. Also, cryptocurrencies and digital assets are not suitable for people without the relevant knowledge and/or experience and expertise. The Buyer further represents and guarantees that the Buyer is aware of the risks related to cryptocurrencies and digital assets, for which the Buyer is solely responsible and liable.
- 11.4. The Buyer acknowledges and agrees that there are risks associated with purchasing SERSH tokens, owning SERSH tokens, and using SERSH tokens for the provision or receipt of Services of the Seller and its affiliates. By purchasing SERSH tokens, the Buyer expressly acknowledges and assumes these risks.
- 11.5. The Buyer acknowledges and agrees that he / she /it understands that he / she /it may lose some of or all of his /her / its contribution or investment in this Token Sale.
- 11.6. Without prejudice to 6.8 and 6.9, the Buyer acknowledges and agrees that he / she / it has no right to obtain a refund of his / her / its contribution or investment, or otherwise cancel his /her /its purchase of the SERSH tokens obtained via this Token Sale, once such purchase is completed due to the uncertainties of the value to be attributed to the SERSH tokens once purchased and/or the fluctuations inherent in the value of cryptocurrency generally.
- 11.7. The Buyer acknowledges and agrees that he /she / it has sufficient understanding and knowledge of the technical and business matters (including those being developed by the Seller, cryptocurrency storage systems, e.g., wallets) to understand this Token Sale and to appreciate the risks and implications of purchasing SERSH tokens.
- 11.8. The Buyer acknowledges and agrees that he/she/it is aware that crypto-currencies and digital assets operate in a network without intermediaries and do not benefit from legal tender, unlike currencies issued by central banks in various jurisdictions. Their value is not guaranteed and depend on unregulated markets. Therefore, the Buyer acknowledges and agrees that even if the platform and the Services are finally not developed or cannot function properly, the SERSH tokens are not refundable.
- 11.9. As a result, the Buyer may not be able to sell its SERSH tokens easily or at prices that would provide the Buyer with a valuation gain comparable to similar investments benefiting from a developed secondary market or otherwise.

12. REPRESENTATION, WARRANTIES AND COVENANTS

The Buyer hereby agrees that by purchasing the SERSH token(s), the Buyer warrants and represents the following to be true:

- 12.1. The Buyer is not a Prohibited Person. If the Buyer purchases the SERSH token(s), the Seller deems that the purchase to be the Buyer's undertaking that he/she/it is not a Prohibited Person.
- 12.2. The Buyer has not received advice, inducement, solicitation, etc., of whatsoever nature, from the Seller or any employee or agent of the Seller regarding purchasing the SERSH token(s).
- 12.3. The Buyer is legally permitted to purchase and hold the SERSH token(s) in his/her/its jurisdiction.
- 12.4. The Buyer is of legal age to purchase and hold the SERSH token(s) and is not aware of any legal reason preventing the Buyer from so doing in his/her/its jurisdiction or in the Jurisdiction of the Seller.
- 12.5. The Buyer is of sound mind and have the requisite competence, capability, power and authority to understand and agree to these Terms and Conditions and to carry out and perform the obligations as set out hereunder.
- 12.6. The Buyer shall supply (if required) all AML and KYC documentation required as set out in these Terms and Conditions and any other such documentation that may be so reasonably required by the Seller or the Administrator from time to time to fulfil any legal, regulatory or other obligation.
- 12.7. The funds the Buyer provides including any fiat, cryptocurrency, etc., have not been derived from or related to any unlawful activity including but not limited to money laundering, terrorist financing and furthermore the Buyer agrees that he/she/it will not use the SERSH tokens, Website, account, Technology or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes. The Seller reserves the right to terminate the Buyer's use thereof should the Buyer uses or attempts to use the SERSH tokens, Website, account, Technology or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes.
- 12.8. The Buyer shall notify the Seller of any change in the information that the Buyer has supplied to the Seller including KYC information.
- 12.9. The Buyer shall only use the Website, account, Technology and Platform for his/her/its own personal and sole use and will not resell / assign it to a third party.
- 12.10. The Buyer shall not authorize others to use his/her/its account.
- 12.11. The Buyer shall not assign or otherwise transfer his/her/its account to any other person or third party; The Buyer shall not use an account that is subject to any rights of a person other than the Buyer, without appropriate authorization.
- 12.12. The Buyer shall not use the Website, account, SERSH token(s), Technology or Platform to cause nuisance, annoyance, harassment or inconvenience.

- 12.13. The Buyer shall not impair or otherwise interfere with the proper operation of the Business of the Seller.
- 13.** The Buyer shall not try to harm the Business of the Seller or the SERSH tokens, in any way whatsoever.
- 13.1. The Buyer shall keep secure and confidential his/her/its account password or any identification the Seller provide which allows access the Buyer to any of the account or SERSH token(s). The Buyer shall only use an access point or other data account which the Buyer is authorised to use. In this regard it is clarified that for any unauthorized access of the Buyer's account by any third party, whether by hacking or otherwise, Buyer alone shall be responsible and liable for all adverse consequences that may arise in relation to the Buyer as well as the Seller from such third party access / hacking.
- 13.2. The Buyer agrees and confirms that he/she/it is solely responsible for his/her its own tax liability, if any, in relation to the SERSH token(s) which may adversely affect the Buyer including but not limited to withholding taxes, income tax, CGT or other applicable taxes.
- 13.3. The Buyer agrees and confirms that he/she/it has sole responsibility for the acquisition, appreciation or depreciation of the value of the SERSH token(s) and consequential financial risks involved in relation thereto.
- 13.4. The Buyer holds a suitable online or offline wallet or storage mechanism to support the SERSH token(s).

14. LIMITATION OF LIABILITY

- 14.1. To the maximum extent permitted by law and any regulatory provisions to which the Seller is subject to, the Buyer acknowledges and agrees that the entire risk arising out of his/her/its participation in and purchasing of the SERSH tokens is entirely on account of the Buyer and remains with the Buyer alone at all times, before, during and after such risk may apply.
- 14.2. Neither the Seller nor any other party involved in the creation, production, or delivery of the SERSH tokens will be liable, in any way, for any incidental, special, exemplary, legal (reasonable costs) or consequential losses or damages, this to include but not exclusively, loss of profits, loss of data (excluding personal data, which specific policies are stated in our privacy policy), loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages whatsoever of a personal nature, including bodily injury, emotional distress, liability or any other such thing, whether or not the Seller has been informed of such matters and the possibility of any such damages or alike, this also, even if a limited remedy set forth and contained in these Terms and Conditions has failed or could fail, because of essential purpose.
- 14.3. The Seller's aggregate liability for any circumstance or event arising out of or in connection with these Terms and Conditions will be limited to, and will in no event exceed, the amount the Buyer has paid to purchase the SERSH tokens during the Token Sale. The limitations of damages set forth in this Clause is a fundamental element of the basis of the bargain and arrangement between the Seller and the Buyer.
- 14.4. The Buyer should always ensure the security of any password, account number issued,

or any other type of secret code.

- 14.5. The Buyer must not share his password, account number and secret codes with any other person.
- 14.6. The Seller will not be liable, under any circumstances, for any loss or damage incurred by the Buyer in respect of any breach of security in respect of his password, account number, secret codes, etc., or otherwise in relation to the Buyers purchase holding or sale of the SERSH tokens.
- 14.7. If the Buyer suspects or comes to know of any breach of security of his/her/its password, account number, secret codes, etc., his/she/it must report it to the Seller immediately and simultaneously the Buyer shall take all possible damage control / deterrent measures.

15. CHANGES TO THIS AGREEMENT

- 15.1. These Terms and Conditions may be revised or updated from time to time. Accordingly, the Buyer should check the Terms and Conditions for updates. The Buyer can determine when the Terms and Conditions were last revised by referring to the "Last Revised" legend at the top of this document. Only the last version of the Terms and Conditions applies to the Buyer and the Token Sale.
- 15.2. Each time the Buyer access the Seller's Website, or upon the purchase of any SERSH tokens, the Buyer signifies his/her/its acceptance of the then-current Terms and Conditions.
- 15.3. The Buyer expressly acknowledges that any changes in these Terms and Conditions take effect immediately upon posting on the Website and apply to all Buyers participating in the ICO and purchasing or having purchased any SERSH tokens.
- 15.4. The Seller may make changes to the Website or the Terms and Conditions of the Token Sale at any time at its sole discretion.
- 15.5. The Buyer understands and agrees that the Seller may discontinue or restrict his/her/its use of the Seller's Website at any time for any reason or no reason with or without notice and without reference to the Buyer and there is no right of appeal.
- 15.6. It is the Buyer's responsibility to coordinate with the Seller whilst the Seller ensure that the Buyer's personal data held on this Site is always up to date.

16. PROHIBITED USE AND ACTIVITIES OF THE BUYER

- 16.1. The buyer agrees to access and use the services only for it's intended purpose , acknowledging the Terms set out herein .
- 16.2. The buyer agrees and accepts that he / she / it will not attempt to commercial use of the name, product, Services , or any of the project content without an express and written permission from the seller .
- 16.3. Except the Seller, the Buyer including its employees, agents, servants, legal representatives or anybody connected to the Buyer shall not have any right, entitlement

or recourse to contact or communicate with anybody connected to the Seller including its directors, shareholders, service providers, etc.

- 16.4. The Buyer including anybody connected to it shall not be entitled to engage any propaganda, communication campaign in spreading of allegations and imputations, etc., in any form and in any media including social media, which may in any manner derogate, defame, disparage or otherwise adversely affect the name, fame, goodwill, reputation, market standing, etc., of the Seller and the SERSH tokens or otherwise.
- 16.5. Any malicious act or attempt to commercially, or digitally hack , divert , control the project , make unauthorised alterations access to , or attempt any kind of unlawful actions by any means against the project of the Seller for the SERSH tokens , it's governing body, authority , affiliates , team members, on the part of the Buyer is strictly prohibited.
- 16.6. Any reverse engineering, disassemble , or decompile , whether in whole or in part by the Buyer or anybody else through the access / by using, of the Buyer's account is strictly prohibited,
- 16.7. While the Buyer is strictly prohibited to do so, the buyer alone shall bear the risk of loss for, and assume all liability arising from any unauthorised or fraudulent act that goes against the interest of project of the Seller for SERSH tokens such as but not limited to :
 - Use the name , logo , technology or services for any purpose that is unlawful according to the current and applicable laws and regulations.
 - Use the name or logo to simulate communication, publications to other third parties or entities in order to create confusion, by mean or misrepresentation, misguidance.
 - Disguise or interfere in any way with the IP address or the computer or mobile that the Buyer is using to access the website of the Seller or the Seller's social media accounts, to cause harm .
 - Act in a way that infringes or violate any trademark , copyright , intellectual property rights , technology proprietary , or other services and operations of the Seller, under the applicable laws and regulations.
 - Act in a way that seeks to defraud the Seller or harm its existence including but not limited to providing any false inaccurate or misleading information to other person or entity in order to unlawfully obtain advantage or property of another .
 - Act in a way that violates any applicable law , rule or regulation concerning the project , the technology , the tokens or smooth operation of the Seller .
 - The Seller reserves the right and may act in it's sole discretion to take any and all legal action it seems appropriate including without limitation block access to tokens suspending buyers profile and access to our website and services of order to prevent fraud , abuse or illegal use or activities in connection with the project ,
- 16.8. The Buyer accepts full liability and acknowledges and agrees that the Project may decide

to compensate itself for any financial and material losses occurred from Buyer's blocked and frozen assets , for any breach of the Buyer under this section of Prohibited use and activities of Buyer. However it is clarified that said compensation can be done by the Project , only after the Buyer is being asked to indemnify by the Project, for such financial and material losses occurring from his blocked and frozen assets , and he fails to fulfill such indemnification within the timeframe as stipulated by the Project.

17. INDEMNIFICATION

- 17.1. In the interest of safeguarding the strategic and vital interests of Serenity shield, this indemnification clause is fully incorporated into the Terms and Conditions (T&C) of the project. By participating as an investor, token holder, Buyer, the Buyer acknowledge and agree that any actions taken whether individually or collectively that are deemed to be against the strategic and vital interests of Serenity shield shall result in immediate revocation and seizure of the Buyer's tokens along with offsetting any resulting prejudice, loss, damage, etc., from Buyer's holdings .
- 17.2. The determination of actions contrary to the strategic and vital interest of Serenity shield may include but not limited to, commercial and digital hacking, misrepresentation, misappropriation, misguidance, virus integration, swindles, act of harming Seller's system and solutions ,or the Seller. The project Governance and Authority will at its sole discretion based on objective assessment and evidence define the potential negative impact on the project's integrity , viability, security or overall mission and the actions that could be deemed to be posing negative impact on the same. Such actions may include but are not limited to deliberate attempt to disrupt the projects development, security breaches, dissemination of false information, malicious attacks or any other activities that could undermine the projects stability and growth.
- 17.3. By accepting these terms the Buyer agrees to fully indemnify and hold the project Governance and Authority and the Seller including its contractors, sub-contractor, affiliates and subsidiaries and agents and their officers, directors, employees and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with the violation of any of these Terms and Conditions by the Buyer including anybody connected to it.

18. DISCLAIMERS

- 18.1. If the Buyer choose to purchase SERSH tokens, the Buyer does so as his/her/its own commercial decision, entirely at his/her/its own risks as ,to costs, losses, consequences, etc..
- 18.2. The Buyer acknowledges and agrees that the Seller does not have any obligations of whatsoever nature, or under any circumstances, to conduct any checks not required by applicable law including but not limited to, background checks, on any Buyer.
- 18.3. The Seller shall only make such checks as are required by law or in its opinion reasonably necessary in order to offer the SERSH tokens in the Token Sale, that too based on the information, data, etc., provided by the Buyer, which the Seller presumes to be true and correct and not misleading in any respect.

- 18.4. When the Buyer purchases any SERSH tokens, the Seller shall always presume that the said purchase by the Buyer is in his/her/its own account and not on behalf of any third party as a proxy, wherein the Buyer is only lending his/her/its name. The Seller does not permit or recognize any third party beneficiary or beneficial owner of the SERSH tokens other than the Buyer and accordingly any such third party beneficiary / proxy purchases of the SERSH tokens by the Buyer is strictly prohibited.
- 18.5. The Buyer hereby acknowledges and agrees that the SERSH tokens and Token Sale as well as the Website are made available 'as is' and 'as available', with no warranties of any kind whatsoever and that, without prejudice to the generality of the foregoing, the Seller makes no warranty regarding, and shall have no responsibility for, the accuracy, availability, reliability, security, fitness for purpose or performance, etc. of the same.
- 18.6. **The Seller** makes no warranty that the Token Sale, including but not restricted to, any information provided via any communication will meet the Buyer's requirements or will be available or made available in an uninterrupted, secure or error-free basis.
- 18.7. The Seller makes no warranty or representation of whatsoever nature in respect of the quality of any content, truthfulness, completeness or reliability of any content in this Website or obtained through the Website.
- 18.8. No advice or information, whether oral or in writing, as obtained from the Seller or deduced from the Website will create or otherwise may be construed to be any warranty, whether express or implied or otherwise,.
- 18.9. The Seller disclaims any liability for interruption, delay or errors in use caused by whatsoever reason including Internet failure and is not liable for any loss whatsoever whether direct, indirect or consequential loss. The Seller shall not be liable and disclaims any and all liability in case of staggered delivery of the Tokens, notably but not limited to the listing of the Tokens, which the Buyer expressly acknowledges.
- 18.10. The Seller does not guarantee, warrant or represent that any item / information downloaded from the Internet on this Website is free from viruses. The Buyer alone is solely responsible for implementing appropriate procedures, anti-virus protection and software to protect himself/herself/itself and his/her/its data. In this regard, the Seller is not liable for any damage caused to the Buyer's equipment due to the use of the Website or through material posted on or linked to any Website. The Buyer should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Seller, the Buyer's use is entirely at his/her/its own risk.
- 18.11. The Seller bears no responsibility for the success or otherwise of the SERSH token(s). The Buyer hereby acknowledges that the SERSH token is in development stage and therefore the Seller cannot provide any warranty whatsoever in relation to the success or otherwise of the Token. The SERSH tokens may have no value and the Buyer as a Purchaser may lose all amounts paid. The Purchaser agrees, understands and assumes all risks in relation to purchase price.
- 18.12. Third-Party Links. The Website may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by the Seller. The Seller do not endorse or assume any responsibility for any such third-party

sites, information, materials, products, or services. If the Buyer access a third party website from this Website, the Buyer do so at his/her/its own risks, and the Buyer understands that these Terms do not apply to his/her/its use of such sites. The Buyer expressly relieves and releases the Seller from any and all liability arising from the Buyer's use of any third-party website, service, or content. Additionally, the Buyer's dealings with or participation in promotions of advertisers found on the Website, including payment and delivery of goods and any other terms (such as warranties) are solely between the Buyer and such advertisers. The Buyer agrees that the Seller shall not be responsible for any loss, damage, adverse consequences, etc., of any sort ensuing to the Buyer from out of or in relation to the said dealings of the Buyer with such advertisers.

- 18.13. The Seller will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards are processed in a timely manner but the Seller makes no representation or warranty regarding the amount of time needed to complete the processing, which is dependent upon many factors outside of the Seller's control.
- 18.14. The regulatory status of the SERSH token(s), remains unclear or unsettled in many jurisdictions. Indeed, some jurisdictions may implement legislation that will affect the SERSH token(s), the Seller accepts no liability in relation to regulatory action that may be taken or which may affect the Buyer or SERSH tokens or the Seller in the future. Furthermore, the Seller may cease operations in a jurisdiction which takes regulatory action, changes laws adversely or makes it commercially undesirable to trade in such jurisdiction and the Buyer cannot have any claim or right arising therefrom.
- 18.15. The Buyer acknowledges and agrees that in purchasing these SERSH tokens, the Buyer is subject to and bound by these Terms and Conditions, as may be amended from time to time.
- 18.16. The Buyer acknowledges and agrees that to the fullest extent permitted under applicable law, nothing in these Terms and Conditions represents or warrants any form of performance of the purchased SERSH tokens. They are strictly for the use described in these Terms and Conditions, without any warranty or guarantee of whatsoever manner from Seller's side.
- 18.17. The Buyer acknowledges and agrees that the Buyer may only access the Website using authorized means. The Seller is not liable if the Buyer do not have a computer, operating system, browser, or any other software or hardware with which the Technology is not compatible. The Seller reserves the right to terminate the Buyer's use thereof should the Buyer uses or attempts to use an incompatible or unauthorized device.
- 18.18. The Buyer must immediately notify the Seller of any known or suspected unauthorized use of the Buyer's account or any known or suspected breach of security, including, but not limited to loss, theft, or unauthorized disclosure of the Buyer's password. **THE BUYER ARE RESPONSIBLE FOR ALL ACTIVITY IN HIS/HER/ITS ACCOUNT.** Any fraudulent, misleading, abusive, or illegal activity maybe grounds for termination of your account at Seller's sole discretion which adverse consequences thereon shall be solely and exclusively on account of the Buyer. In addition, the Seller may refer the Buyer to appropriate law enforcement agencies in this Jurisdiction or any other appropriate jurisdiction.

18.19. The disclaimers, terms and conditions on these pages are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application as may be disclosed or stipulated by the Seller, including through a registration or subscription process, or other means. In the event of a conflict between the Terms of Use and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, etc., such additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall take precedence and override the continuing Terms of Use contained herein.

19. PROVISIONS

19.1. Any reference to statute, enactment, order or regulation or other similar instrument made in this Agreement, shall be construed as a reference to the instrument as it is in force for the time being taking into account any amendment, update, extension, application, consolidation or re-enactment and includes all and any subordinate legislations for the time being in-force.

19.2. In the event that one or more of these Terms and Conditions or any part thereof being or becoming invalid, illegal or unenforceable in any respect in this jurisdiction or otherwise, it shall to the extent of such invalidity, illegality or unenforceability be deemed to be severed and removed and all remaining terms shall remain in full force and effect.

19.3. **Cookies:** The buyer is aware that the website of the Seller provides for cookies for the purpose of data collection, data processing, etc., as per its Cookies Policy and the Buyer shall have the option to accept the Cookies in accordance with the Cookies Policy of the Seller or decline to accept the same by visiting and accessing the website.

20. GENERAL TERMS

20.1. Unless the Buyer informs the Seller otherwise, or the law requires otherwise, the Buyer agrees to receive all communications from the Seller by e-mail or by Seller's posting notices to the Buyer's account. The Buyer agrees that he/she/it is able to print the communications for his/her/its records. The Buyer agrees that all communications that the Seller sends to the Buyer electronically satisfy any legal requirement that a communication be in writing. The Buyer may choose to get legal notices in paper form through the mail if the Buyer informs the Seller that the Buyer do not want legal notices sent electronically. If the Buyer chooses to paper form, the legal notices will be sent to the Buyer in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To inform the Seller that the Buyer do not want legal notices sent electronically, and for any other notices under this Agreement, send the notice in writing and by certified and registered mail to Other than set out above, any notice shall be in writing addressed to the other Party at its registered office or principal place or business or other such address as may, from time to time have been notified for this particular purpose. Notice shall be deemed to have been received:

- if sent by prepaid first-class post, three (3) days (excluding any non-working day) after posting, this not to include the day of posting;
- if delivered by hand and given into the hand of a responsible person who signs for receipt; or
- if sent by email, delivery is deemed at the time an express non-automated acknowledgement is received from the intended recipient.

- 20.2. The e-mail address that the Buyer provides during the registration process will be the e-mail address the Seller will use for all SERSH tokens related communications with the Buyer. The Seller may also send messages to the Buyer directly via Buyer's account. It is the responsibility of the Buyer to monitor these messages and respond in an appropriate manner. The Buyer represents and warrants that any information the Buyer enters is correct and applies only to the Buyer and that the Buyer will keep his/her/its e-mail address and other information about him/her/it in his/her/its account up-to-date.
- 20.3. Force Majeure; the Seller shall not bear any liability for any failure or delay in the performance of its obligations under this Agreement if such delay or failure to perform is due to any Force Majeure, for the purpose of this Agreement, Force Majeure shall be defined as any act, omissions, cause or circumstance beyond the reasonable control of the Seller, this to include without any limitations: acts of god, war, national emergency, protests or rebellion, civil commotion, riots or strikes and any form of industrial dispute (whether or not involving either party's work force), earthquake, flood, drought, epidemic, pandemic, fire, explosion, act of terrorism, failure of internet connection for no fault on the part of the Seller, or any other act ordered by any government, council or constituted body including lockdowns, change of law, etc..
- 20.4. Any waiver of any breach of this Agreement, or any default, under any provision of the Agreement by the Buyer shall only be valid if agreed by the Seller in writing. Any further or subsequent breach or default by the Buyer whether similar or otherwise shall in no way affect this Agreement. Similarly, any failure or delay, by either Party to this Agreement, to insist upon strict performance of any of the provisions of the Agreement shall not be construed as a waiver of any of its rights, under this Agreement.
- 20.5. These Terms and Conditions contains all of the terms which the Parties have agreed to in relation to the use of the Platform, Website and purchase of SERSH tokens constituting entire agreements and understanding between the Buyer and the Seller in respect of the subject matter hereof. Accordingly, these Terms and Conditions supersede and cancel any prior written or oral content, agreement, representations or undertakings between the Parties or made by third parties. It is acknowledged by the Purchaser that he/she/it has not acted, relied on or been induced to enter into the purchase of SERSH tokens by reason of any solicitation or representations made by or on behalf of the Seller.

21. 20.ASSIGN

- 21.1. The Seller reserves the right to assign its rights and duties under these Terms and Conditions to any person at any time without notice to you, nor will the Seller contact the Buyer or seek the Buyer's approval on any such assignment.
- 21.2. Further, Seller reserves its unfettered right to sell, transfer or otherwise divest the management and control of the SERSH tokens, including this website to any acquirer / investor of the choice of the Seller and the Buyer cannot have any right or entitlement to object or otherwise dispute such actions of the Seller.

22. VAT

- 22.1. No VAT will be charged by the Seller for the sale of the SERSH tokens.

23. LAW AND JURISDICTION

23.1. THESE TERMS AND CONDITIONS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SINGAPORE EXCLUSIVELY .

23.2. IN CASE OF DISPUTE AS TO THE INTERPRETATION OR EXECUTION OF THE TERMS AND CONDITIONS OR IN ANY MANNER ARISING OUT OF THESE TERMS & CONDITIONS OR CONNECTED THERETO, THE PARTIES WILL MAKE EVERY EFFORT TO FIND AN AMICABLE SOLUTION. IN THE ABSENCE OF AN AMICABLE RESOLUTION, THE COURTS OF THE SINGAPORE HAVE SOLE COMPETENCE TO HEAR DISPUTES ARISING FROM THE APPLICATION OF THESE TERMS AND CONDITIONS.

24. **21.4.** These Terms and Conditions may be translated by the Seller or third parties into other languages. The English version will prevail in case of differences arising in translation.

25. CONTACT US

With questions, e-mail contact@sershtoken.com