



## **Invisible Internet (NVIS) Token Sale Agreement**

Last updated: June 10, 2018

**PLEASE READ THESE TOKEN SALE TERMS CAREFULLY. NOTE THAT SECTIONS 14 AND 15 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TOKEN SALE TERMS YOU SHALL NOT PURCHASE TOKENS.**

### **PROHIBITED JURISDICTIONS**

Due to legal and regulatory uncertainty in the United States of America, Republic of Korea and the People's Republic of China, and the Islamic Republic of Pakistan (together referred to as "Prohibited Jurisdictions" and each shall be a "Prohibited Jurisdiction"), citizens and green card holders of and persons residing in any of the Prohibited Jurisdictions are prohibited from making contributions or participating in this Token Sale. Persons from any of the Prohibited Jurisdictions that participate in this Token Sale by providing false or inaccurate information about their citizenship, residency and/or nationality shall be in breach of these Terms and Conditions and shall be required to indemnify the Company in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these Terms and Conditions

### **PARTIES TO THESE TERMS AND CONDITIONS**

Invisible Internet (NVIS) is a token issued by Mascot Enterprises, a company incorporated and registered in Karachi, Pakistan (NTN/FTN registration № 7905306-3) and shall be the issuer of NVIS under these terms and conditions. There may be other entities within the Mascot group of operating companies from time to time ("Invisible Internet Companies", "TLC Secure") that will develop, manage and/or operate the Invisible Internet Platform (as defined below) (or parts thereof) and references to "Invisible Internet" "Company", "we", "our" or "us" shall be to Mascot Enterprises, the Invisible Internet Companies and their respective successors in interests and assigns.")

### **Applicable Provisions**

This document acts as an agreed upon token sale terms ("Token Sale Terms", "Terms") between you ("Purchaser", "User", "you") and Mascot Enterprises. ("Company", "us" or "we"). Each of you and Company are a "Party" and collectively the "Parties". You accept these Terms when you purchase NVIS Tokens ("NVIS", "NVIS Tokens", "Tokens", "NVIS Coin").

The NVIS Token is a digital ERC-20 token made by Company on Ethereum Blockchain, for the use by token holders within the Invisible Internet Platform located at <https://nvis.info>

(“Platform”) as a payment for the Platform and Company’s or third parties service fee, which is collected by Company and/or third parties for providing services within the Platform. Any purchase of NVIS Tokens is subject to these Terms. NVIS Tokens are not digital currency, commodity, or any other kind of financial instrument and have not been registered under relevant securities regulations, including the securities laws of any jurisdiction in which you are a resident.

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchase of NVIS Tokens.

Information about the Tokens and Tokens sale is set forth in the Whitepaper located at the Website. Purchaser is required to read the Whitepaper and any other documents located at the Website in their entirety prior to purchase of NVIS Tokens.

By purchasing NVIS Tokens from Company, you will be bound by these Terms and any other terms incorporated by reference. If you have any questions about these Terms, please contact us at [info@nvis.info](mailto:info@nvis.info)

**You and Company agree as follows:**

1. **Purchase of NVIS Tokens.** Subject to these Terms, and White Paper located at <https://nvis.info> (the “Website”), Company agree to sell to you and you agree to purchase from Company a specific number of NVIS Tokens at the price listed on Website, depending on the time of purchase.

2. **Main Terms**

Unless otherwise provided herein and/or at the Website, Company will conduct NVIS Tokens sale during the following period: 20 June, 2018 00:00 GMT – 01 August, 2018 23:59 GMT (“Sale Period”), provided that during the following period: 20 June, 2018 00:00 GMT – 02 August 15, 2018 23:59 GMT you may purchase NVIS Tokens only in the case you have received an invitation link from us (“Private Sale Period”) or until hard cap as provided in Whitepaper is reached, whichever is sooner (“Hard Cap”). Any Payment received after the end of Sale Period will be accepted only if such Payment was originated during the Sale Period and Company may request for reasonable evidence of payment from Purchaser. No payment will be accepted when Hard Cap is reached.

- a.

3. **Purchase Procedure**

- a. During the Sale Period, you may purchase NVIS Tokens at price provided on Website, depending on the time of purchase. You will be required to manually complete the purchase. The number of purchased NVIS Tokens shall be determined based on the total amount received by Company (when such transaction is confirmed) for the purpose of purchasing NVIS Tokens with applicable bonuses and/or discounts available to you and will be indicated in purchaser’s wallet within 2 weeks after the end of the Token Sale, and receipt of payment of the Purchase Price (when such transaction is confirmed). Company

shall require you to provide information to verify your identity, address, source of funds or any other information in your account (form), such as your date of birth, copy of ID, citizenship, country of residence, and will verify information directly or through a third party for Know Your Customer (“KYC”) validation. You are responsible for relevance and validity of information to be provided when registering an account..

- b. Payment can be made in ETH, BTC, BCH, or other crypto currency, as may be additionally introduced by Company from time to time (“Payment”). You shall not use any crypto currency exchange address for security reasons. Payment during the Private Sale Period can be made in ETH, BTC, BCH or another currency, including crypto currency, as may be additionally specified by the Company.
- c. Registration, Payment collection and KYC may be outsourced by the Company to a third party. The Company shall not be responsible or liable for any losses of the Purchaser related to incorrect or misleading information obtained by the Purchaser from the third parties and/or from unauthorized websites.
- d. Company has the right to enter into agreement with any of Purchasers on special conditions which may be different from those stipulated by these Terms.

4. **Distribution and Receipt of NVIS Tokens.** Once you have made a Payment to the Company, the Company will perform a verification procedure whereby the received Payment will be linked to your Account. Company will distribute Tokens to your Account by the later of: (a) within Two (2) weeks upon completion of Tokens sale or within Ten (10) business days from the date when Hard Cap is reached (although we may extend the delivery deadline for additional time if necessary to address any unforeseen technical difficulties and provided that we notify you of the same), or (b) within Two (2) weeks after you have provided complete and accurate details of your Account or any additional information required by us (KYC). For the avoidance of doubt, any such extension shall not affect our obligation to deliver, and your obligation to accept, the Tokens that have been acquired in accordance with these Terms. To be used within the Platform Tokens must be stored in a digital wallet associated (linked) with your account on the Platform or in any other manner as prescribed by Tokens Terms of Use.

You hereby confirm and agree that distribution of NVIS Tokens to you is the fact of successful delivery of goods to you by the Company and deemed a confirmation of accepting of respective quality good in respective volume by you. From said moment the deal on Tokens sale executed between you and Company under terms and conditions provided herein is considered to have been closed with the all applicable characteristics of finality and irrevocability of such deal and all of the Parties obligations arising out of such deal are considered to have been performed duly and in a proper way.

#### 5. **Cancellation**

- a. All purchases of NVIS Tokens from Company are final and there are no partial or full refunds or cancellations except as specifically provided in these Terms. However, prior to the distribution of NVIS Tokens you may request a refund by contacting Company at [info@nvis.info](mailto:info@nvis.info). Hereby you agree and confirm that during Private Sale Period, as a consideration for discount provided by the Company, all your purchases of NVIS Tokens from the Company are final and there are no partial or full refunds or cancellations. The Company reserves the right to refuse or reject any Payment made or purchase requested at any time in its sole and absolute discretion. To the extent that the Company refuses or rejects a transfer from the Purchaser, the Company will exercise reasonable endeavors to

procure that the transferred amount is returned to the Purchaser, however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such transfers. Company may deduct the transaction cost from the refunded amount, if any.

- b. Should during the Sale Period soft cap as provided in Whitepaper is not reached, all Payments you have made in order to purchase NVIS Tokens shall be returned in full to digital wallets provided by Purchasers to Company. .

6. **Terms and Conditions of NVIS Tokens.** NVIS Token terms and conditions are set forth in the Whitepaper located at the Website, which terms are incorporated hereto by reference
7. **Acknowledgement and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing, holding and using of NVIS Tokens, as disclosed and explained in Whitepaper. By purchasing NVIS Tokens, you expressly acknowledge and assume all and any of these risks.
8. **Representations and Warranties.** In connection with the purchase of NVIS Tokens and by sending ETH, BTC, BCH or other Payment to purchase NVIS Tokens, you represent and warrant the following:
  - a. you are aware of the terms and conditions of the NVIS Tokens and have acquired sufficient information about the NVIS Tokens to reach an informed and knowledgeable decision to acquire the NVIS Tokens;
  - b. you have read and understand these Terms and you acknowledge and agree that there are risks associated with purchasing, holding and using of NVIS Tokens, as disclosed and explained in these Terms and Whitepaper;
  - c. you have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the NVIS Tokens;
  - d. you understand that the NVIS Tokens confer only the rights described in the Whitepaper, and confer no other rights of any form with respect to Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
  - e. you shall not purchase NVIS Tokens for any uses or purposes other than to use NVIS Tokens as provided in the Whitepaper, including, but not limited to, any investment, speculative or other financial purposes;
  - f. you understand that the NVIS Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the securities law of any country, including the securities laws of any jurisdiction in which Purchaser is resident;
  - g. you have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the NVIS Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the NVIS Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
  - h. your purchase, payment for, and continued beneficial ownership of the NVIS Tokens will not violate any applicable laws of your jurisdiction;
  - i. you shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of NVIS Tokens.

- j. you understand that Website, as well as Whitepaper, can be translated into several languages, but only the information placed in English shall bound the Parties of these Terms. Versions of Website and documents translated into other languages are for informational purposes only;
- k. you are not Restricted Person and you are not acting on behalf of any third party, including Restricted Person.

#### **9. Indemnification**

- a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to (i) your purchase or use of NVIS Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, or (v) your violation of any laws.
- b. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under section 9(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

#### **10. Disclaimers**

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE NVIS TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE NVIS TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (II) WE DO NOT REPRESENT OR WARRANT THAT NVIS TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN NVIS TOKENS WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT NVIS TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- b. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section 10 may not apply to you.

#### **11. Liability and Limitation of Liability**

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF NVIS TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM

OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE NVIS TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR NVIS TOKENS.

- b. THE LIMITATIONS SET FORTH IN SECTION 11(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.
  - c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section 11 may not apply to you.
12. **Release.** To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and other users of the Platform and the acts or omissions of any third parties. You expressly waive any rights you may have under any applicable law as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.
13. **Applicable Law and Venue.** The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Pakistan, without giving effect to principles of conflicts of law. These Terms are a single set of rules which regulate the relationships between Purchaser and Company. You cannot accept these Terms partially – this set of Terms must be accepted in full.
14. **Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
15. **No Class Arbitration, Class Action or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved

solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. Any Dispute shall be referred to and finally resolved by arbitration administered by the Trade Dispute Resolution Organization (TDRO) under the TDRO Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Pakistani law. The seat of arbitration shall be Islamabad, Pakistan. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

#### 16. Miscellaneous

- a. **Entire Agreement.** These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
- b. **Binding Agreement.** These Terms provide the legally binding terms and conditions for the sale and purchase of the NVIS Tokens. By purchasing the NVIS Tokens, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of NVIS Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.
- c. **Successors and Assigns.** Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.
- d. **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.
- e. **Headings.** The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.
- f. **Acceptance.** You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of NVIS Tokens as well as any other documents located at the Website.
- g. **Termination.** Company may terminate these Terms with you, i.e. to refuse the further services.