

TERMS AND CONDITIONS

Please read carefully these Terms and Conditions (hereinafter – the “Terms”) before using a website “www.ginex.tech” (hereinafter – the “Website”), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. If you intend to hold GNX Tokens from the GINEX Initial Coin Offering (hereinafter – the “ICO”), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or buy GNX Tokens.

1. DEFINITIONS

1.1 Agreement – these Terms and all other operating rules, policies, and procedures that may be issued by GINEX and published from time to time on the Website (including privacy policy, etc.).

1.2 Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

1.3 Ethereum Smart Contracts – account holding objects on the Ethereum Blockchain, which contain code functions and can interact with other contracts, make decisions, store data, and send “ether” to others.

1.4 Bonus — an additionally credited number of GNX tokens during a Public Token Sale when a GINEX Pre-Initial Coin Offering is held in accordance with the current Terms.

1.5 GINEX Pre-Initial Coin Offering – a restricted offering to eligible Users only from June 7, 2018 (00:00:00 GMT), to September 8, 2018 (00:00:00 GMT),, when a User was able to buy GNX Tokens with a Bonus.

1.6 GINEX Initial Coin Offering – a restricted offering to eligible Users only from September 8, 2018 (00:00:00 GMT), to October 8, 2018 (00:00:00 GMT), when a User was able to buy GNX Tokens.

1.7 GNX Tokens – cryptographic tokens, which are software product (digital resources), created by the Website Owner as a proof of membership of their holders in the GINEX TECH LTD (a digital system, not a legal entity). Though GNX Tokens may have aspects in common with securities, GNX Tokens are not securities, are not registered with any government entity as a security, and shall not be considered as such.

1.8 “Public Token Sale” shall mean the sale of the GNX Tokens to the general public, subject to any restrictions contained in these Terms, which public token sale shall commence on the date announced on the Website.

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1.9 User – anyone who uses the Website.

1.10 Website - the website maintained by GINEX TECH LTD. at www.GINEX.tech

1.11 Website Owner , GINEX TECH LTD, Company; GINEX TECH LTD. IBC, a company, registered under the laws of Republic of Seychelles. In no way shall GINEX TECH LTD be deemed a partner, employer or agent for any User or providing any financial services thereto.

2. GENERAL INFORMATION

2.1 These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the GNX Tokens.

2.3 By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4 These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5 The User acknowledges and accepts that:

- these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion, by updating this posting at the “Last Updated” section; the User’s continued use of the Website after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof;
- the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.

2.6 By using this Website, you covenant, represent, and warrant that:

- you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
- you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;

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- you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

2.7 You shall not use the Website if you are prohibited under the applicable law from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of GNX Tokens under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

3. SALE OF GNX TOKENS

3.1 GNX Tokens were available for purchase to eligible buyers only during the period of GINEX Pre-Initial Coin Offering and GINEX Initial Coin Offering set out herein. No more GNX Tokens are available for purchase at this time.

3.2 Periods of GINEX Pre-Initial Coin Offering and GINEX Initial Coin Offering:

GINEX Pre-Initial Coin Offering 1: 07.06.18 – 08.06.18 00:00:00 GMT (the first 24 hour of Pre-ICO)

GINEX Pre-Initial Coin Offering 2: 08.06.18 – 08.07.18 00:00:00 GMT

GINEX Pre-Initial Coin Offering 3: 08.07.18 – 08.08.18 00:00:00 GMT

GINEX Pre-Initial Coin Offering 4: 08.08.18 – 08.09.18 00:00:00 GMT

GINEX Initial Coin Offering: 08.09.18 – 08.10.18 00:00:00 GMT

3.3 Price of one GINEX Token is 0,001 ETH. The number of the GNX Tokens allowed for purchase by one User was not limited. The GNX Tokens will not be issued again. The GNX Tokens will be Ethereum-based cryptographic tokens of value.

3.4 A bonus for the number of tokens received when purchased at the time a GINEX Pre-Initial Coin Offering and GINEX Initial Coin Offering are held:

GINEX Pre-Initial Coin Offering 1: 30%

GINEX Pre-Initial Coin Offering 2: 15%

GINEX Pre-Initial Coin Offering 3: 10%

GINEX Pre-Initial Coin Offering 4: 5%

GINEX Initial Coin Offering: 0%

3.5 The GNX Tokens are the proof of their holders' membership in the GINEX TECH LTD (a digital system, not a legal entity). The GNX Tokens provide to their holders a right to receive up to 50% of quarterly profits. The Website Owner reserves the right to consult with the holders of the GNX Tokens on the matters related to the functioning of the Company.

3.6 Profit distribution will be carried out using specially designed Ethereum Smart Contract (0xCbe5bA54c09e2d505Bd1a1b794Ad9F5355528514).

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3.7 GINEX TECH LTD does not accept fiat currency as payment for GNX Tokens. In order to buy GNX Tokens with legal tender user shall convert such funds into Ethereum (ETH).

3.8 The GNX Tokens purchased during the ICO may be sold and transferred by the User at any time after the ICO via cryptocurrency exchanges if the GNX Tokens are listed by that exchange. It is hereby stipulated and declared to be the intention of the Parties that 20% of the funds raised during ICO shall be used as a starting base for the reserve fund. These funds may be used by the Website Owner in order to provide refund possibility (payout liquidity) in exceptional circumstances, as set out in clause 6.3. hereof.

3.9 This is to specify and state that the Parties agree that during a **Public Token Sale** of GNS tokens when a GINEX Pre-Initial Coin Offering and GINEX Initial Coin Offering are held the Ethereum Smart Contract automatically generates additional 20% of tokens that are sent to the address of the founders of GINEX TECH LTD.

3.10 BY BUYING GNX TOKENS HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE USER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING GNX TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY.

3.11 UNITED STATES OF AMERICA (HEREINAFTER REFERRED TO AS THE – "USA"), REPUBLIC OF SEYCHELLES, CHINA AND HONGKONG RESIDENTS WARNING NOTE: USA, REPUBLIC OF SEYCHELLES, CHINA, HONG KONG AND UNITED KINGDOM CITIZENS AND RESIDENTS OF A GEOGRAPHIC AREA ARE NOT ELIGIBLE AND NOT ALLOWED TO PARTICIPATE IN THE GNX PUBLIC TOKENS SALE DUE TO VARIOUS TAXATION AND REGULATORY ISSUES. YOU ARE ONLY ALLOWED TO USE THE WEBSITE AND PURCHASE GNX TOKENS IF YOU ARE NEITHER A USA, REPUBLIC OF SEYCHELLES, CHINA OR HONG KONG CITIZEN OR PERMANENT RESIDENT OF THE MENTIONED STATES, NOR YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE USA (INCLUDING PUERTO RICO, THE USA VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE USA) OR REPUBLIC OF SEYCHELLES, CHINA, HONG KONG. IN ORDER TO BUY GNX TOKENS AND BY BUYING THEM YOU COVENANT, REPRESENT, AND WARRANT THAT NONE OF THE OWNERS OF THE COMPANY, OF WHICH YOU ARE AN AUTHORIZED OFFICER, ARE USA OR CHINA, HONG KONG CITIZEN OR PERMANENT RESIDENT, NOR YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES (INCLUDING PUERTO RICO, THE USA VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE USA) OR CHINA, HONG KONG. SHOULD THIS CHANGE AT ANY TIME, YOU SHALL IMMEDIATELY NOTIFY US. YOU ALSO REPRESENT AND WARRANT THAT

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YOU ARE NOT A CITIZEN OR RESIDENT OF A GEOGRAPHIC AREA IN WHICH ACCESS TO OR USE OF THE CRYPTOCURRENCY OR TOKENS IS PROHIBITED BY APPLICABLE LAW, DECREE, REGULATION, TREATY, OR ADMINISTRATIVE ACT. WE SHALL RESERVE THE RIGHT TO REFUSE SELLING GNX TOKENS TO ANYONE WHO DOES NOT MEET THE CRITERIA SET FORTH ABOVE.

4. THIRD-PARTY WEBSITES AND SERVICES

4.1 The pages of the Website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by the GINEX TECH LTD. In addition, the GINEX TECH LTD does not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

4.2 The GINEX TECH LTD assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

5. INDEMNIFICATION

5.1 To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the GINEX TECH LTD and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the GINEX TECH LTD arising out of a breach of any warranty, representation, or obligation hereunder.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

6.1 THIS WEBSITE AND THE GNX TOKENS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND BUYING OF ANY AMOUNT OF THE GNX TOKENS AND THEIR USE.

6.2 YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL,

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CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM BUYING OF THE GNX TOKENS OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

6.3 YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE GNX TOKENS. THE WEBSITE OWNER SHALL PROVIDE TO THE USER REFUND POSSIBILITY (PAYOUT LIQUIDITY) FOR PURCHASED GNX TOKENS ONLY IN CASE ETHEREUM ECOSYSTEM IS OUT OF ORDER AND NOT FUNCTIONING. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNER SHALL NOT GUARANTY IN ANY WAY THAT THE GNX TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE ICO.

6.4 AT ANY CASE, TOTAL AMOUNT OF OUR AGGREGATE LIABILITY HEREUNDER MAY NOT EXCEED 50 (FIFTY) US DOLLARS. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THIS WEBSITE AND USE AND BUYING OF THE GNX TOKENS, AND THAT THE WEBSITE OWNER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WEBSITE AND USE AND BUYING OF THE GNX TOKENS. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

6.5 THE WEBSITE OWNER DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION ON THE WEBSITE IS ACCURATE OR RELIABLE OR THAT THE WEBSITE WILL BE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the GNX Tokens and his activities generally.

7.2 In no way shall this Agreement entitle the User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the GINEX TECH LTD and is protected by the Intellectual Property Rights and fair competition laws.

7.3 There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the GINEX TECH LTD.

8. JURISDICTION AND DISPUTE RESOLUTION

8.1 All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Republic of Seychelles.

8.2 To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

8.3 If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Republic of Seychelles courts under the applicable law, as set out in clause 8.1. hereof.

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's

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rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

9.2 Assignment. The GINEX TECH LTD may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the GINEX TECH LTD, which the GINEX TECH LTD may withhold at its sole discretion, shall be void.

9.3 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

9.4 The User may send any questions regarding the use of the Website of the GNX Tokens or regarding this Agreement via e-mail at info@GINEX.tech.