

Tryvium Project

Terms & Conditions

Tryvium Terms & Conditions

These Terms and Conditions (hereinafter referred to as “T&C”) apply to the buyer of the Tryvium Tokens (hereinafter referred to as “TYM”) and future user of the Tryvium platform as defined in the White Paper (hereinafter referred to as the “Tryvium Project”).

Please read these terms & conditions carefully before participating to the token sale.

The T&C affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree to these terms of sale, do not purchase TYM Tokens.

By purchasing the TYM Tokens during the token sale period (hereinafter referred to as the “TYM Token Sale”) you will be bound by these T&C, and all terms incorporated by reference. Your purchase of TYM tokens is subject to these T&C.

Please note that any acquisition and use of TYM tokens is by its nature speculative and intrinsically carries significant financial risk, including, but not limited to, the possible loss of all value invested in TYM tokens.

Prior to purchasing TYM tokens, carefully consider the potential risks and to the extent necessary, consult a lawyer, accountant, and/or tax professional or other advisors to evaluate the risk entailed.

The company (as defined below) makes no promises nor warranties whatsoever of possible gains or returns, in cash or in any other form. You can potentially lose your entire contribution.

The company (as defined below) also does not guarantee in any way the success or full execution of the Tryvium project.

1. GENERAL

The website <https://www.tryvium.io> (hereinafter referred to as the “Website”) and the sale of TYM Tokens are operated by The Tryvium company LTD, with a registered

office in C3006 Balluta Terrace-ST.Julian s Ramp-STJulian-Malta (hereinafter referred to as the “Company”).

The Company is a commercial entity proceeding to the Tryvium Token Sale for the sole purpose of developing and financing its commercial activity and to execute its vision in strict compliance with its company purpose. Please note that the Company is not acting as a financial entity or as an asset manager in the framework of the TYM Token Sale. Any contributions collected through the TYM Token Sale will be only used for the purpose of developing and financing the commercial activities of the Company in connection to the Tryvium platform.

The purchase of the Tryvium Tokens will help the Company to develop the Tryvium Project, but will not provide the purchaser with any equity, asset, bond, security, derivative or any other financial instrument.

2. terms

The T&C constitute the agreement (hereinafter referred to as the “Agreement”) between the Company and you (hereinafter also referred to as the “User”) with respect to the purchase of the

TYM Tokens and the participation to the TYM Token Sale, and to the future use of the services offered by the Tryvium Project (hereinafter referred to as the “Services”).

The White Paper of the Tryvium Project, the contents of the Website and websites accessible from hyperlinks on the Website, form an integral part of the T&C.

The T&C shall be carefully read by each User. Each User shall understand, irrevocably accept and comply with these T&C at all times.

The T&C provide certain information with regards to purchasing and using TYM Tokens.

The T&C do not purport to contain all information relating to TYM Tokens. In particular, they are not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to purchase TYM Tokens and must not be considered as providing complete information in relation to such a decision.

By using the website and/or purchasing TYM tokens, the user agrees to these T&C in their entirety.

It is understood and presumed that by the facts of use of the website and purchase of TYM tokens, the respective user has fully read, understood, and irrevocably accepted these T&C.

If any user does not agree with these T&C in general or any part of it, such user should entirely withhold from using the website and/or purchase TYM tokens.

If you do not agree to all of these T&C, please do not use the website or any information, link or content contained on the website and do not participate in the TYM token sale.

Your transfer of cryptocurrencies to the company or your access to and use of the website constitute your acceptance of and agreement to abide by each and every rule and provision of these T&C, including our privacy policy.

If the user is using the website on behalf of this organization, such organization accepts these T&C.

Please note that these terms have not yet been approved by any regulator, competent authority or authorized person in general, and specifically not within the meaning of a competent authority according to EU LAW.

Therefore, relying on this document for the purpose of purchasing TYM tokens may expose you to a significant risk of loss of all your assets.

By using the Services, the User agrees to be bound by the T&C in its latest version.

The User is aware that the Company may amend the T&C at any time and at its sole discretion. The continued use of the Services means that the User accepts any new or modified terms.

The amended version will be published on the Website and the terms described therein will come into effect upon publication on the Website.

3. THE TRYVIUM PROJECT

The Company with the Tryvium Project aims to implement a “blockchain based” ecosystem to revolutionize short term property leasing market.

Providing a bridge between the virtual world and reality, Tryvium is a modern platform for booking hotels, b&b, and other accommodations. The intuitive, user-friendly platform allows the user to easily book their ideal accommodation. Tryvium is

decentralized by nature, allowing users to interact directly, with no intermediaries or their associated fees.

By incorporating blockchain technology, Tryvium aims to take decentralization to the next level through the implementation of the TryVium Token. Users will be able to complete transactions using the TYM Token, thus eliminating the need for in-person transactions.

For any further and more detailed information related to the Tryvium Project, the User shall refer to the latest version of the White Paper published on the Website.

The User understands and accepts that the development and execution of the Tryvium Project is solely and exclusively of the competence of the Company.

The Company shall be entirely free in its way of developing and executing the Tryvium Project, in particular (and among other measures) by engaging any subcontractors it would deem necessary to perform the entire or partial development and execution of the Tryvium Project.

The scope of the development work will be dependent on, and triggered by, the amount received in cryptocurrency as a result of the TYM Token Sale.

The User understands and agrees that, for the purpose of the development and execution of the Tryvium Project, the Company will receive a sum in cryptocurrency that will cover expenses, charges and other costs that may arise in relation to the Company and/or its subcontractors as part of the development and execution of the Tryvium Project.

The Company will allocate the amount in cryptocurrency received as result of the TYM Token Sale in accordance with the White Paper, but (within this general frame) the Company shall decide at its sole discretion how to allocate the above mentioned amount in order to develop and execute the Tryvium Project at its best.

The User understands and agrees that the Tryvium Project is still at its beginnings and will need to go through substantial developments. As a consequence, it may undergo significant conceptual, technical and commercial changes before release, the identification and implementation of which are fully and entirely of the Company's discretion.

The User is aware of the risk that even if all or parts of the Tryvium Project are successfully developed and released in full or in part, the Tryvium Project could, due to a lack of public interest, be fully or partially abandoned, suspended, remain

commercially unsuccessful or be shut down for lack of interest, funds, regulatory reasons or any other reasons. Such reasons, as well

as any of their consequences, shall be assessed and evaluated by the Company itself. The Company shall therefore be fully and entirely free to take any and all measures it would deem necessary or appropriate. The User understands and agrees that the purchase of TYM Tokens carries significant financial, regulatory and/or reputational risks (including the complete loss of value of TYM Tokens).

4. The TYM Token

TYM Tokens, according to the MFSA (the Malta Financial Service Authority) definition, have the nature of utility tokens that the Users can use in relation to the Services and to the Tryvium Project.

The TYM Token is final and non-refundable.

TYM Tokens are not cryptocurrencies and may not be used as such in any way. They are also not, and shall not be used in any way as, equity, assets, bonds, securities, derivatives or any other financial instruments.

The smart contract developed by the Company for the TYM Token Sale (hereinafter referred to as the “Smart Contract”) is available at the following address:

<https://github.com/tryvium/tryvium-contracts>

Any information given or inferred from the above mentioned website is not, and shall not be held as, part of these T&C.

The TryVium Tokens do not have the legal qualification as a security, since it does not give any rights on dividends or interest.

The Users understand and agree that smart contract technology is still in an early development stage and its application of experimental nature. It therefore carries significant operational, technological, financial, regulatory and reputational risks. The Users are fully aware of such risks and accept them as part of your participation in the TYM Token Sale and Tryvium Project.

The User must access and use TYM Tokens using an ERC20- compliant wallet. It is the User’s sole responsibility to not lose his TYM Tokens, in particular by losing access to the keys which allow access to the wallet and/or allowing malicious third parties to access the keys and/or the wallet.

The company shall not be held liable for any loss of TYM tokens and/or other damage incurred as a result of the transfer of the TYM Tokens to the user's wallet or loss of key or attack on the wallet.

Users understand and agree that the Company is not providing any payment system through TYM Tokens.

TYM Tokens are not a means of payment of products or services, except for the ones described in the White Paper. They do not constitute or represent, and must not be held as constituting, cryptocurrencies or any other form of currencies. TYM Tokens cannot have a performance or a particular value outside the Tryvium platform.

The User understands and accepts that the purchase of TYM Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction. Thus, the User understands and accepts that they will have no influence over the governance of the Company.

TYM Tokens can be purchased during the TYM Token Sale directly from the Company.

5. Tryvium token sale offer and acceptance

TYM Tokens are available for purchase to eligible Users only during a specific contribution period (hereinafter referred to as the "Contribution Period") defined in the White Paper and published on the Website.

The Company's publication on the Website of an offer to purchase TYM Tokens to eligible Users is considered a legally binding offer of the Company to purchase TYM Tokens (hereinafter referred to as the "Offer").

The Offer shall be available only on the Website and in the White Paper. Any other offer concerning Tryvium Tokens Sale presented on any other website or internet resource shall be considered null and void and shall not put any obligations upon the Company.

The acceptance of the Offer by an eligible User, confirmed by the participation to the TYM Token Sale, shall be deemed irrevocable and binding.

6. PRICE AND PAYMENT PROCEDURE

The price of TYM Token is published on the Website and in the White Paper.

The Company accepts ETH (Ethereum) and BTC (Bitcoin) as payment for Tryvium Tokens. The list of cryptocurrencies may change during the TYM Token Sale. Any change will be published on the Website and in the White Paper.

To purchase TYM Tokens, the User shall only send cryptocurrencies from their personal wallet, in the amount which is commensurate to the amount of the TYM Tokens the User is willing to receive for such transaction.

The User undertakes to solely control the address and/or the wallet used for the purchase, and shall not act on behalf of any third party, and shall not transfer the control of the mentioned address and/or wallet to any third party.

Users are not entitled to send any funds to purchase TYM Tokens until the TYM Token Sale has officially begun, except for the case of the TYM Token Private Sale that takes place before the general TYM Token Sale and is conducted only among a limited number of especially eligible contributors as shall be defined by the Company at its sole discretion.

Users are not entitled to send any cryptocurrency to purchase TYM Tokens after the end of the Contribution Period.

The amount of TYM Tokens to be provided to each User shall be specified in eligible User's registered account on the Website upon completion of TYM Tokens purchase and the KYC/AML checks.

The purchased TYM Tokens shall be sent to the User's personal respective wallet via smart contract after the end of the Contribution Period.

In order to receive TYM Tokens, the eligible User must strictly follow any and all requirements and procedures set forth by the Company, as shall be mentioned on the Website and/or in the White Paper or otherwise communicated by the Company to the User.

The Company shall not be held liable for the inability of the User to receive or use TYM Tokens because of User's failure to follow any of the requirements and procedures of the Company or due to any possible misrepresentations of the User.

No refunds or any other type of repayment of contributions of the Users shall be made in such cases by the Company. Contribution is non refundable.

The purchase of TYM Tokens by the User from the Company is final. No refunds and/or cancellations will take place.

The Company shall not store TYM Tokens on a User's behalf. TYM Tokens shall be stored in the User's own wallet. The User is therefore the sole responsible to insure the correct keeping, in full security, of any and all access information relating to his wallet. The Company shall have no responsibility or liability in this context.

The Company does not have any access to any passwords of any User's wallet.

The User shall be solely responsible for any and all managing, use and decision linked to their TYM Tokens.

7. KYC & AML REGULATIONS

Every User must comply with the applicable anti-money laundering regulations, and cooperate for the identification process according to the provisions for the prevention of money laundering and for the KYC checks.

The Company is entitled to use subcontractors to fulfill the KYC obligations and the User agrees to fully cooperate with any sub- contractor for this purpose.

The User shall (without limitation) answer fully and truthfully to any question or information request in relation to any anti-money laundering requirements, by the Company or by any sub- contractor.

The Company maintains a KYC policy to comply with the recordkeeping requirements. The Company aims to reasonably identify each prospective purchaser of TYM Tokens by cross- checking user data against governmental watch lists, including, but not limited to, the specifically designated nationals and blocked persons list maintained by OFAC, as well as third-party identity verification and authentication services. If the User's proposed purchase is flagged through the Company's internal controls, the Company may require additional proof of identification from such User, and it has the right to not permit any purchases until additional and verifiable proof of identity is received and the User has been approved as a prospective participant to the TYM Token Sale.

The Company may, from time to time, implement policies restricting or strengthening verification levels by nationality, country of residence, or any other factor. This may affect the User's right to purchase TYM Tokens or to withdraw TYM Tokens. The User agrees to fully indemnify the Company against any losses associated with an inability to purchase, withdraw, or use TYM Tokens based on the User's verification level.

The Company shall not be held liable for any false or misleading information that the User communicates to the Company or to its subcontractor(s) and the User shall fully indemnify the Company and its directors in the event of any claim, loss or damage (including reputational) in relation to a breach of applicable anti-money laundering regulations.

8. KNOWLEDGE REQUIRED

The User undertaking to purchase TYM Tokens in relation to the TYM Token Sale should ensure that they understand and has significant experience of tokens, cryptocurrencies, blockchain systems and services, and that they fully understand the risks associated with the TYM Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.

The Company shall not be responsible for any loss of TYM Tokens or situations making it impossible to access TYM Tokens, which may result in any actions or omissions of the future User or any person undertaking to purchase TYM Tokens.

9. RISKS

Purchasing and storing TYM Tokens involves various risks, in particular that the Company may not be able to launch its operations and develop its platform. Therefore, and prior to purchasing TYM Tokens, any User should carefully consider the risks, costs, and benefits of purchasing TYM Tokens within the TYM Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development of the Tryvium Project and operations) or any other risks as indicated in the T&C, should not purchase TYM Tokens, at this stage or later.

The User understands the inherent risks associated with the blockchain technology and cryptocurrencies, including, but not limited to, those listed hereinafter:

- Regulatory risks;
- Risks associated with the blockchain;
- Risks associated with abandonment/lack of success;

- Risks associated with a loss of private key;
- Risks associated with your wallet;
- Risks associated with theft/hacks;
- Risks associated with Ethereum mining attacks;
- Risks associated with a lack of consensus;
- Risks associated with depreciation;
- Risks associated with forking;
- Risks associated with liquidity.

10. IMPORTANT DISCLAIMER

The T&C shall not and cannot be considered as an invitation to enter into an investment.

The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to the Company or any related or associated company. TYM Tokens will be not used as a private means of payment and are not intended to be used as an investment. Any information in the T&C is given for general information purpose only and the Company does not provide with any warranty as to the accuracy and completeness of this information. The Tryvium project is not a speculative purpose. The Company will be an operative entity managing the platform related to the Tryvium Project.

They do not constitute or relate in anyway nor should they be considered as an offering of securities in any jurisdiction.

Company is not a financial intermediary according to Maltese Law and is not required to obtain any authorization for Anti Money Laundering purposes. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect the Company's business and even limit or prevent it from developing its operations in the future. Any person undertaking to purchase TYM Tokens must be aware that the Company business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from

any applicable laws in any jurisdictions. In such case, any person undertaking to purchase TYM Tokens acknowledge and understand that neither the Company nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes. The Company will do its best to launch its operations and develop the platform related to the Tryvium Project. Any person undertaking to purchase TYM Tokens acknowledges and understands that the Company does not provide any guarantee that it will manage to achieve it. Purchasing TYM Tokens shall not grant any right or influence over the Company's organization and governance to the Users. These tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another blockchain network that is compatible with the Smart Contract programming language. User acknowledges and understands therefore that The Company (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the TYM Tokens, except in the case of intentional misconduct or gross negligence.

Employees of The Company are allowed to operate with TYM Tokens at market price if they are not in knowledge of information that may modify the price of the TYM Tokens.

11 INTELLECTUAL PROPERTY RIGHTS

. The Site, Services and related software are owned and operated by The Tryvium company LTD. All rights and intellectual property rights in the Site, the Services and the related software are and will remain Tryvium' s and/or its licensors' property.

With these Terms and Conditions Tryvium grants Users a non-exclusive and non-transferable right to use the Software only for the use of the Services. The User shall have no right to modify, adapt, or convert the Software or create derivative works of the Software, except configure the Software through menus, options and tools provided for such purposes and contained in the Services. Except when permitted by the law, it is prohibited any activity of reverse engineering and any extrapolation of the source code of the Software. If You want to exercise rights of reverse engineering in order to ensure interoperability in accordance with applicable law, the User will inform Tryvium in writing and allow Tryvium, at its discretion, to make an offer to provide the information and the support for a price that will be mutually agreed between the parties.

The name “Tryvium”, the domain name tryvium.io, trademarks, logos and other distinguishing marks used in connection with the Services are exclusive property of The Tryvium company limited or its licensors. The tryvium team allows the User to use such marks, logos and other distinguishing marks that include the word “Tryvium” to refer exclusively to the use of the Services in accordance with these Terms and Conditions hereby. Any use of the name “Tryvium” of related marks, logos and other distinguishing different and additional to that provided in this clause shall be expressly authorized in writing by The Tryvium company LTD.

Users are the only holders of any data, material, information provided to Tryvium in connection with the use of the Services. Users are responsible of any content provided to Tryvium and any activity related to his/her own account. Users, for the duration of the contract with Tryvium, grant Tryvium the non-exclusive, transferable, valid worldwide right to reproduce, modify, publish or otherwise use any content provided in connection with their use of the Services as described in these Terms and Conditions.

12. RESTRICTIONS

Users cannot purchase TYM Tokens if there are applicable legal restrictions in their Country of residence and/or origin. It is the responsibility of each User to seek legal advice in their jurisdiction to identify any such legal restrictions.

Users understand and fully agree that the Company, at its sole discretion and by any means, is entitled to ban or otherwise restrict participation in the TYM Tokens Sale if a User does not meet any of the eligibility requirements set forth by the Company in the T&C for the purpose of TYM Tokens Sale or on other grounds.

Users understand and fully agree that certain jurisdictions restrict (or may restrict in the future) their residents or citizens from participation in any token sales, the use of cryptocurrencies, or use of any cryptocurrency exchanges for various reasons. The Company does not bear any liability for any possible current or future impossibility to purchase and/or use TYM Tokens because of the aforementioned or any other possible restrictions.

The Website, the White Paper and/or Tryvium Tokens are intended for sale to Users only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale under respective applicable regulations.

The TYM token sale is not being made directly or indirectly in, nor is it intended to extend to, a country or jurisdiction where such sale would be considered unlawful or in which it would otherwise breach any applicable law or regulation or which require

the company to amend any term or condition of the offer in any way or which would require the company to make any filing with, or take any additional action with regards to, any governmental, regulatory or legal authority.

Specific restrictions to the TYM Token Sale are listed and detailed in the White Paper.

Such restrictions are however not deemed to be exhaustive and any other kind of limitations, restrictions or bans are explicitly reserved by the Company.

13. REPRESENTATION AND WARRANTIES

By participating in the TYM Token Sale, Users agrees to the T&C and in particular, they represent and warrant that they:

- 1) have read and understood the content of these T&C;
- 2) are authorized and have full power to purchase TYM Tokens according to the laws that apply in their jurisdiction of domicile;
- 3) are not a U.S. citizen, resident or entity (a “U.S. Person”) nor are they purchasing TYM Tokens or signing on behalf of a U.S. Person;
- 4) are not a Chinese resident nor are they purchasing TYM Tokens or signing on behalf of a Chinese resident;
- 5) Are not a a Singapore resident nor are they purchasing TYM tokens or signing on behalf of a Singapore resident
- 6) have provided true and accurate information within any KYC procedure linked to the TYM Token Sale;
- 7) do not act on behalf of any third party which has not been disclosed in the KYC procedure;
- 8) are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- 9) are not acting for the purpose of speculative investment;
- 10) live in a jurisdiction which allows the Company to sell the TYM Tokens through the TYM Token Sale without requiring any local authorization;

- 11) will not use the TYM Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- 12) are solely responsible for determining whether the acquisition of TYM Tokens is appropriate for them;
- 13) are purchasing TYM Tokens exclusively for use of the Company Services related to the Tryvium Project;
- 14) understand the risks associated with the TYM Token Sale (incl. the risks related to the non-development of the Company network and operations)
- 15) understand the use of tokens, cryptocurrencies and its associated risks;
- 16) does not live in a jurisdiction which is qualifying token issued through a crowd sale as securities;
- 17) acknowledge and accept that the TYM Tokens Sale is taking place within a Maltese legal environment.
- 18) acknowledge and agree that the TYM Token Sale is not a collective investment scheme or a sale of derivatives whatsoever;
- 19) acknowledge that the T&C do not represent a prospectus for the issuance of bonds, securities or other investment instruments.

14.TAXATION

Users bear the sole responsibility to determine if their participation to the TYM Token Sale for the development of the Tryvium Project, the transfer of cryptocurrencies to the Company, the purchase, acceptance, ownership or use of TYM Tokens, the potential appreciation or depreciation in the value of TYM Tokens over time (if any), or the allocation of TYM Tokens and/or any other action or transaction related to the Tryvium Project has tax implications.

By purchasing, holding, or using TYM Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for acknowledge and agree that neither the T&C, nor any of the TYM Tokens, have been or will be registered or filed under the securities laws or regulations of any jurisdiction or approved, recommended or disapproved by any

securities or other regulatory authority nor has any such authority confirmed the accuracy or determined the adequacy of the T&C.

Any tax liability associated with or arising from the purchase, ownership or use of TYM Tokens or any other action or transaction related to the Tryvium Project.

It is the Users sole responsibility to comply with all applicable tax laws, including, but not limited to, the reporting and payment of income tax or similar arising in connection with the appreciation and depreciation of TYM Tokens.

The Users bear the sole responsibility to determine such implications and act in accordance with the law that applies to them.

15. GENERAL CLAUSES

Governing Law and Jurisdiction. These Terms and Conditions are governed by Maltese law and shall be interpreted in accordance with the laws of Malta, with the exclusion of the rules of private international law that may apply. Any dispute arising from the interpretation, validity or enforcement of these Terms and Conditions or arising between The Tryvium company LTD and Users, will be subject to the exclusive jurisdiction and binding of the Court of La Valletta.

Users classified as Consumers have the right to promote alternative dispute resolution concerning the ratio of consumption where provided by applicable laws.

Additions and changes. These Terms and Conditions constitute the entire agreement between the parties and replace all prior or contemporary conditions, statement or representation, whether oral or written, concerning the matter.

The Tryvium Company LTD expressly reserves the right to amend or add to these Terms and Conditions, and any changes or additions to the same will be published on the site. Users will be bound by such modifications or additions after their publication on the Site, except the right to terminate the contract with Tryvium with notice of thirty (30) days to be sent by certified mail to the following address: The Tryvium Company Ltd C3006 Balluta Terrace-ST.Julian s Ramp-ST Julian-Malta In absence of such notification, the changes to these Terms and Conditions shall be considered valid and accepted.

Assignment. These Terms and Conditions and any rights and obligations hereby considered may not be assigned to others by users without the prior written consent of Tryvium.

Conservation. If any provision of these Terms and Conditions is declared unlawful, void, or unenforceable, that provision shall be modified to make it effective or otherwise eliminated, and shall not affect the validity of any remaining provisions.

San Julian, Malta September 16, 2018