LANEAXIS
AXIS TOKEN SALE TERMS

Last updated: June 1, 2018

PLEASE READ THESE TOKEN SALE TERMS CAREFULLY. NOTE THAT SECTIONS 15 AND 16 CONTAIN 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.

YOU ARE NOT ELIGIBLE AND YOU ARE NOT TO PURCHASE TOKENS IF YOU ARE (I) A GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR (II) A CITIZEN OR A RESIDENT (TAX OR OTHERWISE) OF THE UNITED STATES OF AMERICA, PUERTO RICO, THE VIRGIN ISLANDS OF UNITED STATES, OR ANY OTHER POSSESSIONS OF THE UNITED STATED OF AMERICA, OR PEOPLE'S REPUBLIC OF CHINA, OR PERSON OF THAT STATES, OR (III) A CITIZEN OR RESIDENT (TAX OR OTHERWISE) OF ANY COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS AND/OR DIGITAL CURRENCIES ARE PROHIBITED OR IN ANY OTHER MANNER RESTRICTED BY APPLICABLE LAWS. “PERSON” IS GENERALLY DEFINED AS A NATURAL PERSON RESIDING IN THE RELEVANT STATE OR ANY ENTITY ORGANIZED OR INCORPORATED UNDER THE LAWS OF THE RELEVANT STATE. PURCHASED TOKENS CANNOT BE OFFERED OR DISTRIBUTED AS WELL AS CANNOT BE RESOLLED OR OTHERWISE ALIENATED BY THEIR HOLDERS TO MENTIONED PERSONS (“RESTRICTED PERSON”).

This document acts as an agreed upon token sale terms (“Token Sale Terms”, “Terms”, “Agreement”) between you (“Purchaser”, “User”, “you”) and Axis Token International, LTD (“Company”, “LaneAxis”, “us” or “we”). Each of you and Company are a “Party” and collectively the “Parties”. You accept these Terms when you purchase AXIS tokens (“AXIS Tokens”, “Tokens”).

AXIS Tokens is a digital product made by Company for the use by token holders within the LaneAxis platform (“Platform”) located at www.laneaxis.io (including all and any subdomains, collectively, the “Website”) as a payment for the Platform and Company’s service fee, which is collected by Company for the creation of a smart contract, freezing of the transaction amount, arbitration for the disputed transactions and for the execution of the transactions within the Platform. Any purchase of AXIS Tokens is subject to these Terms. AXIS Tokens are not digital currency, commodity, or any other kind of financial instrument and has 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 AXIS Tokens.

Information about the Tokens and Tokens sale is set forth in the White Paper located at the Website. Purchaser is required to read the White Paper in its entirety prior to purchase of AXIS Tokens.

By purchasing AXIS 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@laneaxis.io.

You and Company agree as follows:

1. Purchase of AXIS Tokens. Subject to these Terms, Terms of Use, and Privacy Policy located at the Website, Company agree to sell to you and you agree to purchase form Company a specific number of AXIS 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 AXIS Tokens sale during the following period: from June 1, 2018 00:00 GMT, through October 25, 2018 00:00 GMT (“Sale
endeavours or manner as prescribed by AXIS Tokens Terms of Use.

3. AXIS Tokens Terms of Use. Any use of AXIS Tokens will be governed by other applicable terms and policies, which will be available at Website upon the distribution of AXIS Tokens (“AXIS Tokens Terms of Use”). Company at any time at its sole discretion may from time to time amend such AXIS Tokens Terms of Use.


(a) During the Sale Period you may purchase AXIS Tokens at price provided on Website, depending on the time of purchase. Purchase of AXIS Tokens requires you to create an account of the Website or fill form provided on the Website in order to provide the Company with the following information: number of AXIS Tokens your want to purchase, your email and your digital wallet address (Ethereum). Company may require you to provide additional 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 other information directly or through a third party (“KYC”). You are responsible for relevance and validity of information to be provided when registering an account. Company is not obligated to verify your identity or any other personal information and may do it at its own discretion.

(b) Payment can be made in ETH, BTH or another currency, including cryptocurrency, as may be additionally introduced by Company from time to time (“Payment”). You shall not use any cryptocurrency exchange address, since you will not be able to receive AXIS Tokens.

(c) Should the Payment made in any currency (any cryptocurrency) other that ETH, Company shall determine the amount of AXIS Tokens to be distributed to such Purchaser based on exchange rates available as of the date of Payment. The Company shall not be responsible or liable for any losses of the Purchaser as a result of this conversion methodology, nor shall it be liable for any errors in the rates of exchange published by any cryptocurrency exchange from which the Company will obtain exchange rates for the purpose of such conversion.

(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.

e) Registration, Payment collection and KYC may be outsourced by the Company to any third party. For the avoidance of any doubt, the Company did not and will not authorize any third party to receive any payments for the purposes of the Sale Period, or to provide any information for making transfers for the purposes of the AXIS Tokens sale, unless otherwise provided herein. 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.

5. Distribution and Receipt of AXIS 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 relevant email and Wallet you have provided. Company will distribute AXIS Tokens to Wallet which details you have provided to Company. Company shall not be responsible or liable for all and any of your losses as a result of provision of a wrong or unavailable Ethereum address. AXIS Tokens shall be distributed to Wallets, by the later of: (a) within Two (2) weeks upon completion of Tokens sale or within Two (2) weeks from the date when Hard Cap (as defined in the White Paper) is reached (although we or Company 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 or Company (KYC). To be used within Platform AXIS Tokens must be stored in digital wallet associated (linked) with your account on Platform or in any other manner as prescribed by AXIS Tokens Terms of Use.

6. Cancellation. All purchases of AXIS Tokens from Company are final and there are no partial or full refunds or cancellations except as specifically provided in these Terms. 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 endeavours 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.

7. Terms and Conditions of AXIS Tokens. AXIS Token terms and conditions are set forth in the White Paper and Token Terms of Use located at Website, which terms are incorporated hereto by reference.

8. Acknowledgement and Assumption of Risks. You acknowledge and agree that there are risks associated with purchasing, holding and using of AXIS Tokens, as disclosed and explained in White Paper. By purchasing AXIS tokens, you expressly acknowledge and assume all and any of these risks.

9. Representations and Warranties. In connection with the purchase of AXIS Tokens and by sending ETH, BTC or other Payment to purchase AXIS Tokens, you represent and warrant the following:

(a) you are aware of the terms and conditions of the AXIS Tokens and have acquired sufficient information about the AXIS Tokens to reach an informed and knowledgeable decision to acquire the AXIS 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 AXIS Tokens, as disclosed and explained in these Terms and White Paper;
(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 AXIS Tokens;
(d) you understand that the AXIS Tokens confer only the rights described in the White Paper, 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 AXIS Tokens for any uses or purposes other than to use AXIS Tokens as provided in the White Paper, including, but not limited to, any investment, speculative or other financial purposes;
(f) you understand that the AXIS 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 AXIS Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the AXIS 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 AXIS 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 AXIS Tokens.
(j) you understand that Website, as well as White Paper, can be translated into several languages, but only the information placed in English shall bind the Parties of these Terms. Versions of Website and documents translated into others 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.

10. 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 AXIS Tokens, (ii) conversion of your AXIS Tokens, if any; (iii) your responsibilities or obligations under these Terms, (iv) your breach of these Terms, or (v) your violation of any rights of any other person or entity, or (vi) 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 10(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.

11. Disclaimers.

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE AXIS 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 AXIS 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 AXIS TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN AXIS TOKENS WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT AXIS 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 11 may not apply to you.

12. 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 AXIS 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 AXIS TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR AXIS TOKENS.

(B) THE LIMITATIONS SET FORTH IN SECTION 12(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 12 may not apply to you.

13. 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.

14. 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 the Cayman Islands, without giving effect to principles of conflicts of law.

These Terms, Terms of Use, and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Company. You cannot accept it the partially, this set of rules should be accepted in full. Should any conflict between these Terms, Privacy Policy, and Terms of Use, these Terms shall prevail.

15. 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).

16. No Class Arbitration, Class Action or Representative Actions. Any Dispute arising out of or related to this Agreement 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 attempts 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. To the full extent permitted by applicable law, all and any Disputes shall be referred to and finally resolved by arbitration in the Cayman Islands, in accordance with its rules, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be the Cayman Islands. Number of arbitrators shall be three. The language of the arbitration shall be English. Award of arbitration tribunal shall be final and binding for both Parties. Should by any reason reference to the above-mentioned arbitration be impossible, the Dispute(s) shall be referred to and finally resolved by state court in the Cayman Islands.

17. 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 AXIS Tokens. By purchasing the AXIS Tokens, you acknowledges its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of AXIS 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 thought 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 AXIS Tokens.

(g) Termination. Company may terminate this Agreement with any one of you, i.e. to refuse the further services.