



Token Sale Agreement

Zaloots, powered by AppZaloot

Last revised: 21.07.2021

This Token Sale Agreement summarizes the principal terms proposed by Appzaloot Holdings Pty Ltd a company incorporated in Australia, registered number 649512238, registered address: Level 15 Central Plaza 2, 66 Eagle St, Brisbane Queensland 4000, Australia (“The Seller”). These Terms and Conditions are for the sale of blockchain tokens which are issued and then transferred to You (“The Buyer”).

Please read this agreement carefully before purchasing “Zaloots Tokens”, as it sets out and explains Your legal rights and obligations including waivers of rights, and limitation of liabilities. By utilising the Services which are offered by the website www.appzaloot.com you acknowledge and agree you have read this document and that You agree to be bound by it.

By Purchasing “Zaloots Tokens” prior to the launch of the project described in the whitepaper and its resources from the Seller, you are bound by this Agreement and the purchase of the “Zaloots Tokens” is subject to it.

BACKGROUND

Please visit www.appzaloot.com and read the white paper for yourself. The website and the whitepaper provide an indication on what the platform will provide.

DEFINITIONS

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

Agreement - this Agreement exclusively and no other.

AML - Anti Money Laundering.

Beneficial Owner - a natural person who takes any advantage of or control over another person or in respect of a company is the natural person who legally owns or controls the company directly or indirectly by whatever means.

Buyer - the purchaser of the Zaloots Tokens.

Prohibited Person - a person who is not eligible to purchase Tokens under this Agreement. **Registered Buyer** - those Buyers who have purchased Tokens and the purchase has been registered by the Seller, 'You' 'Your' or 'Yours'.

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

Seller – Appzaloot Holdings, 'Us', 'We' or 'Ours'.

Appzaloot Platform - the platform which enables the use of the purchased Tokens and allows the holders of the Tokens to use the supplied Services.

Zaloots Tokens - blockchain tokens, credits, that facilitate or provide advantages and discounts on the Services offered by the Appzaloot Platform, 'Zaloot Tokens'.

Services - means the services provided by Appzaloot Holdings and www.appzaloot.com

Terms and conditions - the Terms and conditions contained in this document

Token - the Token, which is sold by the company, that grants the rights to use the Platform in accordance with the conditions set by the White Paper.

Token Generator – Appzaloot Holdings

Token Sale Period - the time period during which the Tokens are available for sale.

Website – www.appzaloot.com

White paper - the description of the project and of the ecosystem of the Zaloots Token, which may be modified and changed from time to time.

RECITALS

WHEREAS, The seller should continue the development of the Appzaloot Platform which is a Social Media and Local business App.

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

WHEREAS, The Seller will issue its Tokens called 'Zaloots' Tokens or Zaloots which will be standard BEP20 tokens within the platform.

WHEREAS, The Buyer wants to purchase the Zaloots Tokens and acknowledges and agrees to abide by the Terms and conditions herein

NOW THEREFORE, in mutual consideration of the covenants and Agreements contained herein:

INTERPRETATION

Unless the context of this Agreement otherwise requires:

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

The terms and conditions reported in this document are only in respect of the Sale and Purchase of the Zaloots Tokens. Any potential future use of the Tokens is in connection with the Services provided by Appzaloot Holdings on the website which will be governed by other applicable Terms of use. These Services will be made available at the sole discretion of Appzaloot Holdings and at a time which will be notified to the Buyers of the Tokens.

1. SERVICES

1. The Buyer acknowledges and agrees that the Zaloots Tokens will be used as utility tokens, as a digital means to use the Services provided by the Seller, and that they only provide the Buyer with certain limited rights as explicitly defined herein.
2. The Tokens are intended for the use of paying for the Services provided by the Seller.
3. The Buyer acknowledges and agrees that the Token does not have attached to it any rights, neither express nor implied other than the envisaged usage of the Services provided by Appzaloot Holdings under the express Terms of use relating to the Services offered by Appzaloot Holdings.
4. The Buyer, upon purchasing Zaloots Tokens, acknowledges and agrees that they will not have any rights in, shares, security, ownership or any such other rights or any future rights to receive them, nor any Intellectual Property Rights in Appzaloot Holdings nor any affiliates.

2. THE TOKENS

1. The Tokens are not intended to be any form of:
 1. security; or
 2. commodity; or
 3. any form of financial instrument; or
 4. investment; or
 5. speculative or financial purpose.

3. DEVELOPMENT

1. In purchasing the Zaloots Tokens, the Buyer acknowledges and agrees that he fully understands that some of the Services are still in the development stage and are not yet available.
2. The Buyer acknowledges and agrees that he fully understands that the services supplied for the use of the Tokens form no part of this Agreement and are still in the development stage.

The Buyer acknowledges and agrees that the development of the applications and software for the use of the App may give rise to changes in the Services supplied in exchange for the Tokens.

4. OFFER AND SALE

1. The Seller offers for sale to the Buyer, Tokens in accordance with the Terms and Conditions of this document.
2. The Buyer agrees to purchase Tokens offered for sale from the Seller in accordance with the Terms and Conditions of this document.
3. The Buyer will, during the Token Sale Period, transfer to the Seller the agreed amount for the number of Tokens purchased subject to the relevant vesting period.
 1. The Seller, during this Token Sale period will register the purchase of the tokens, the number of tokens purchased and the full details of the Buyer.
 2. The Seller will send updates and information to Registered Buyers in respect of the development and launch of the Site and Services as described in this document.
4. The number of available Tokens is entirely the preserve of the Token Generator.

5. The Token Sale period will be announced by the Seller through the Website. The Token Sale period may be subject to change at the sole discretion of the Seller.
6. The Seller may terminate the Token Sale earlier at any time for any reason at its sole discretion.

5. OFFER PRICE

1. Unless otherwise agreed with the Seller, the offer price will be 0.03 \$USD per Zaloot Token during the Keystone-sale, 0.05\$ per Zaloot Token during the Pre-sale and 0.08\$ per Zaloot Token during the Main sale. The price may be subject to change at the sole discretion of the Seller.
2. The Seller does not give any guarantee that the Offer Price will remain static and it may change from time to time.
3. The Offer price will be set in United States Dollars (USD). However, Buyers may pay in any currency or cryptocurrency that is allowed on the Website during the Token Sale Period. The exchange rate will be determined from time to time, according to the current market price.
4. For the avoidance of doubt, the purchase price is per Token, multiplied by the number of tokens purchased.
5. In some circumstances a small administration fee may be charged.

6. TOKEN PURCHASE PROCEDURE AND DELIVERY

1. The Seller reserves the right to amend and modify this Token Sale Procedure at any time.
2. The Buyer should register their interest in the purchase of Tokens. This will be done through the website which will require the Buyer to Register an account.
3. Some information will be collected through our internal KYC verification, which will be obligatory. Specifically, we will verify the age,

the name, and the residential address, as well as certain other information.

4. Full instructions and procedures, upon registering and opening an account, will be provided in respect of the purchase and payment of the Tokens.
5. Authorised payment methods:
 1. Ethereum (ETH);
 2. Bitcoin (BTC);
 3. Bank transfer, after prior direct contact with the Seller via email.
6. Payment will not be deemed received until such a time as the entire purchase price, in whichever currency and converted into USD, has been paid in full. Any foreign exchange charges are the sole responsibility of the Buyer, and no deduction must be made against the purchase price.
7. Failure to follow the instructions and procedures provided or payment by any other means than authorised are not accepted by the Seller.
8. The Buyer acknowledges and agrees that he will accept the number of Tokens allotted by the Seller if the requested amount of Tokens is not available.
9. In the event that the purchase of Tokens is not completed or the soft cap (as determined in the White paper and/or the Website) is not reached, the Seller agrees to return to the Buyer any amount paid, less any reasonable transaction costs, (e.g. bank transaction costs) to the originating source only.
10. The Seller reserves the right to refuse on any or no grounds, any Token request application, at its absolute discretion:
 1. if the Buyer fails to complete any of the requested details in the application.
 2. if, to the complete satisfaction of the Seller, the Buyer's identity cannot be verified.
 3. if any regulatory changes become adverse to the issuing of the Tokens and/or continuance of the Services;
 4. the Buyer fails to give accurate or gives false information on the application.
 5. if the Buyer is a Prohibited Person.
11. The Seller may determine, at its sole discretion, that it is necessary to obtain certain information about the Buyer in order to

comply with applicable laws or regulations in connection with selling Tokens to the Buyer. The Buyer agrees to provide the Seller with such information promptly upon request. The Buyer acknowledges that the Seller may refuse to sell Tokens to the Buyer until the Buyer provides such requested information and has determined that it is permissible to complete the Purchase.

12. Upon completion of the Purchase of the Tokens, the Seller will allow the Buyer to withdraw the allotted tokens, subject to the vesting period and this is subject to clauses 6.8, 6.9 and 6.11, to the Buyer's Wallet, within thirty days (30) after the end of the Token Sale. The Seller reserves the right, at its sole discretion, to extend the time of delivery for technical, cybersecurity or data protection issues it reasonably believes may affect the delivery time.
13. For the avoidance of doubt, any extension of the delivery time of the tokens shall not affect the obligation of the Seller to make delivery to the Buyer and of the purchased Tokens.

7. WALLET

1. Provided the terms of clause 6.13, the Seller will deliver the Tokens in an BEP-20 compatible wallet provided by the Buyer through his user account.
2. The Buyer must keep the wallet and its security protocols safe and not share them with any other person.

8. ANTI MONEY LAUNDERING (AML) POLICY

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

- the conversion or transfer of property derived from criminal activity or property obtained instead of such property for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such an activity to evade the legal consequences of that person's actions.
 - the acquisition, possession or use of property derived from criminal activity or property obtained instead of such property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation therein;
 - the concealment of the true nature, origin, location, manner of disposal, relocation or right of ownership of property acquired as a result of a criminal activity or property acquired instead of such property or the concealment of other rights related to such property.
4. Whilst some Companies may not be covered by the requirements of the Money Laundering and Terrorist Financing Prevention Act, guidance from finance and legal professions indicate that voluntary compliance and the putting in place appropriate and proportional anti-money laundering safeguards and reporting arrangements would be welcomed.
6. This is a limited part of the full Company AML policy, which may be provided upon request, if required.

9. ANTI MONEY LAUNDERING VERIFICATION

1. The Token Generator and Administrator will:
 1. require verification of the identity of the Token Buyer through our AML verification.
 2. require, in some situations (examples include, but are not limited to, large transactions, high-risk transactions or inconsistencies according to our records), additional information (examples include, but are not limited to, proof of source of funds);
 3. If the verification evidence supplied does not meet with AML requirements, Token Generator or the Administrator will not allow the participation to the sale and will return possible obtained funds, without interest, to the originating source at the Buyer's expense.
 4. The Buyer acknowledges and agrees that he is aware of the AML reporting requirements and that any report will not be treated as or considered a breach of privacy but as a legal obligation on behalf of the Token Generator or Administrator.

2. The Buyer confirms that he is not a prohibited person (see clause 10).
3. If the Buyer has any Beneficial Owners, he confirms that he has undertaken all reasonable due diligence and that the Beneficial Owner is not a Prohibited Person.
4. Under AML law and regulation, the Token Generator and/or the Administrator has an obligation to report any applicant whom he has reason to believe may be in breach of AML, which would include reporting the matter to the appropriate Authority and divulging the applicant's name and details.

10. PROHIBITED PERSONS

1. Persons from the following countries will be ineligible to purchase tokens under this Token Sale Agreement: Afghanistan, Albania, Bosnia & Herzegovina, Burundi, Central African Republic, China, Côte d'Ivoire, Cuba, Democratic Republic of Congo, Ethiopia, Guinea, Guinea-Bissau, Guyana, Iran, Iraq, Lao PDR, Lebanon, Liberia, Libya, Myanmar (Burma), North Korea, North Macedonia, People's Republic of China, Serbia, Somalia, South Sudan, Sri Lanka, Syria, Thailand, Trinidad and Tobago, Tunisia, Uganda, United States of America (USA), United States Minor Outlying Islands, Vanuatu, Venezuela, Yemen, and Zimbabwe.
2. The Token Generator and/or the Administrator will undertake verification of nationality and other identifiers (see clauses 6.3, 9.1.1, 9.1.2 and 9.1.3).
3. Persons under the age of 18 will be ineligible to purchase tokens under this Token Sale Agreement.
4. Politically Exposed Persons (PEP) will be ineligible to purchase tokens under this Token Sale Agreement.

11. ACKNOWLEDGEMENT OF RISK

1. You represent and warrant that You fully understand and have significant experience of cryptocurrencies, digital assets, blockchain systems and services, and You fully understand the risks associated with the trading of cryptocurrencies and digital assets as well as the mechanics related to the use of such cryptocurrencies and digital assets (including with respect to their storage and exchange).

2. You acknowledge that trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics.
3. You represent and warrant that You are not entering into transactions that are above Your financial abilities. Also, cryptocurrencies and digital assets are not suitable for people without the relevant knowledge and/or experience. You further represent and guarantee that You are aware of the risks related to cryptocurrencies and digital assets, for which You are solely responsible and liable.
4. The Buyer acknowledges and agrees that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of services of the Company. By purchasing Tokens, the Buyer expressly acknowledges and assumes these risks.
5. The Buyer acknowledges and agrees that he understands that he may lose some of or all his contribution in this Token sale.
6. The Buyer acknowledges and agrees that he has sufficient understanding and knowledge of the technical and business matters (including those being developed by the Seller, cryptocurrency storage systems, e.g., wallets) to understand this Token Sale Agreement and to appreciate the risks and implications of purchasing Tokens.

12. REPRESENTATION, WARRANTIES AND COVENANTS

1. The purchase of these Tokens does not give the Buyer any rights in the form of equity or debt interest in Appzaloot Holdings or any affiliated or controlled Company. The Buyers rights are strictly limited to those set out under these Terms.
2. In purchasing these Tokens, the Buyer is subject to and bound by these Terms, as may be amended from time to time.
3. Nothing in this Token Sale Agreement represents or warrants any form of performance of the purchased Tokens. They are strictly for the use described in this Agreement.

13. LIMITATION OF LIABILITY

1. To the maximum extent permitted by law and any regulatory provisions to which We are subject to, you acknowledge and agree that the entire

risk arising out of Your participation in and purchasing of the Tokens is entirely Yours and remains with You at all times, before, during and after such risk may apply.

2. Neither We nor any other party involved in the creation, production, or delivery of the Tokens will be liable, in any way, for any incidental, special, exemplary, legal (reasonable costs) or consequential losses or damages, this to include but not exclusively, loss of profits, loss of data (excluding Personal Data, which specific policies are stated in our privacy policy), loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages whatsoever of a personal nature, including bodily injury, emotional distress arising out of or in connection with these Token Purchase Terms whether or not they are based on warranty, contract, tort, this to include negligence, product liability or any other such thing, whether or not We have been informed of such matters and the possibility of any such damages or alike, this also, even if a limited remedy set forth and contained in these Terms has failed or could fail, because of essential purpose.
3. Our aggregate liability for any circumstance or event arising out of or in connection with these Terms will be limited to, and will in no event exceed, the amount You have paid in the twelve (12) month period prior to the event or circumstance that generated Our liability or one hundred Dollars (\$100), whichever is the lowest amount.
4. In respect of clause 13.3 and the sums detailed, if no such payments have been made, as applicable, the limitations of damages set forth in clause 13.3 are fundamental elements of the basis of the bargain between Us and You.
5. The Buyer should always ensure the security of any password, account number issued, or any other type of secret code.
6. The Buyer must not share his password, account number and secret codes with any other person.
7. The Seller will not be liable, under any circumstances, for any loss or damage incurred by the Buyer in respect of any breach of security in respect of his password, account number and secret codes.
8. If the Buyer suspects or knows of any breach of security of his password, account number or secret codes he must report it to the Seller immediately.

14. LAW AND JURISDICTION

1. These Terms shall be governed and construed in accordance with the laws of Australia.
2. You and We agree and acknowledge that any dispute, claim or controversy arising out of or in connection with these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the Purchase of Tokens (“Dispute” and collectively, “Disputes”) falls under the personal jurisdiction by and venue in courts in Australia.
3. No Class Arbitrations, Class Actions or Representative Actions. You and Appzaloot Holdings agree that any Dispute is personal to you and Appzaloot and that any such Dispute 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. Neither party agrees to class arbitration or to an arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, you and Appzaloot agree that 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.

15. CHANGES TO THIS AGREEMENT

1. These Terms may be revised or updated from time to time. Accordingly, you should check the Terms for updates. You can determine when the Terms were last revised by referring to the “Last Revised” legend at the top of this document.
2. Each time you access the Site, or upon the purchase of any Tokens You signify Your acceptance of the then-current Terms.
3. Any material changes in these Terms take effect upon posting and apply only to your use of the Site and the terms of the Purchase of any Tokens or information collected from you on and after Last Revised date, unless we have other communications with you.
4. We may make changes to the Website or the Terms and Conditions of the Token Sale at any time.
5. You understand and agree that We may discontinue or restrict Your use of the Site at any time for any reason or no reason with or without notice and without reference to You and there is no right of appeal.

6. It is Your responsibility to collaborate with Us whilst we ensure that Your personal data held on this Site is always up to date.

16. INDEMNIFICATION

1. You agree to release, indemnify, and hold Us and Our contractors, sub-contractor, affiliates and subsidiaries and agents and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:
 1. Your violation of any of these Terms.
 2. Any account creation We shall have the right to control and agree or otherwise all defend and settle all actions.

17. DISCLAIMERS

1. If You choose to purchase Our Tokens, you do so entirely at Your own risk.
2. You acknowledge and agree that We do not have any obligations, whatsoever, or under any circumstances, to conduct any checks, including but not exclusively, background checks, on any Buyer.
3. We may, entirely at Our sole discretion, make such background checks but You agree and acknowledge that the Token Sale Offer is provided on an “as is” basis.
4. The Token Sale is provided without any warranty of any kind, either expressly or implied and without any limitation.
5. We expressly and explicitly disclaim any warranty of merchantability, fitness for any particular purpose, quiet enjoyment or non-infringement or any other such similar matter any warranties arising while dealing or usage of trade.
6. We make no warranty that the Token Sale, including but not restricted to, any information provided via any communication will meet Your requirements or will be available or made available in an uninterrupted, secure or error-free basis.

7. We make no warranty in respect of the quality of any content, truthfulness, completeness or reliability of any content obtained through the Website.
8. No advice or information, whether either oral or in writing, obtained from Us or Our website will create any warranty expressly or otherwise, herein.

18. PROVISIONS

1. Any reference to statute, enactment, order or regulation or other similar instrument made in this Agreement, shall be construed as a reference or instrument as it is force for the time being considering any amendment, extension, application, consolidation or re-enactment and includes all and any subordinate legislations for the time being in-force.
2. If one or more of these Terms or any part thereof being or becoming invalid, illegal or unenforceable in any respect, it shall to the extent of such invalidity, illegality or unenforceability be deemed to be severed and removed and all remaining terms shall remain in full force and effect.
3. This Agreement constitutes the entire Agreement (this to include any other provisions referred within this Agreement) and supersedes all previous agreements.

19. GENERAL TERMS

1. Any notice shall be in writing addressed to the other Party at its registered Office or principal place or business or other such address as may, from time to time have been notified for this particular purpose. Notice shall be deemed to have been received:
 - a. If sent by prepaid first-class post, three (3) days (excluding any Non-Working Day) after posting, this not to include the day of posting.
 - b. If delivered by hand and given into the hand of a responsible person who signs for receipt.
 - c. if sent by Facsimile, but prior to 4 pm, on the day or the next day. This to include a confirmation of transmission to be valid.
 - d. If sent by email, delivery is deemed at the time an express non-automated acknowledgement is received from the intended recipient.
2. Force Majeure; the Company shall not bear any liability for any failure or delay in the performance of its obligations under this Contract if such delay or failure to perform is due to any Force Majeure, for the purpose

of this Contract Force Majeure shall be defined as any act, omissions, cause or circumstance beyond the reasonable control of the Company, this to include without any limitations: Acts of God, War, National Emergency, protests or rebellion, civil commotion, riots or strikes and any form of industrial dispute (whether or not involving either parties work force), earthquake, flood, drought, epidemic, fire, explosion, act of terrorism, or any other act ordered by any government, council or constituted body.

3. Any waiver of any breach of this Agreement by the Seller, or any default, under any provision of the Agreement by the Buyer shall only be valid if agreed in writing. Any further or subsequent breach or default by the Buyer whether similar or otherwise shall in no way affect the Terms of the Agreement. Similarly, any failure in delay, by either Party to this Agreement, to insist upon strict performance of any of the provisions of the Agreement shall not be construed as a waiver of any of its rights, under these Agreement terms.



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