



SAHARACHAIN: AI-DRIVEN
CRYPTOCURRENCY EXCHANGE AND
PAYMENT GATEWAY
TERMS AND CONDITIONS

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2 INTRODUCTION

This document and any other SaharaChain Ecosystem documents do not constitute a prospectus of any sort and are not a solicitation for investment.

SaharaChain Ecosystem does not represent an ownership or share in ANY public or private corporation, or other entity in any jurisdiction.

Acquisitions of SaharaChain Ecosystem tokens also known as "SAND" through the Pre-ICO and ICO are non-refundable.

SaharaChain Ecosystem tokens "SAND" are only to be used in accordance with the Terms & Conditions of the SaharaChain Ecosystem.

The SaharaChain Ecosystem tokens "SAND" can only be used to access services offered by the SaharaChain Ecosystem and do not entitle any stakeholder to any additional rights unless stated otherwise.

Any acquisition and use of SaharaChain Ecosystem tokens "SAND" carries significant financial risk, including the use of experimental software.

2.1. These Terms & Conditions (the “Terms”) govern

- i. the use of the website <https://saharachain.com>, the only official and authorized website for SaharaChain Ecosystem,
- ii. the acquisition of SaharaChain Ecosystem tokens “SAND” through its Initial Coin Offering “ICO”, and
- iii. holding and use of SaharaChain Ecosystem tokens “SAND”.

2.2. These Terms constitute a contract between SaharaChain Ecosystem LLC. (in the course of incorporation) a private company with limited liability under the laws of Dubai DIFC or any other Dubai based Free Zone, and any of its future subsidiaries or affiliates constituting the SaharaChain Ecosystem (everything together “SaharaChain Ecosystem”). SaharaChain Ecosystem LLC. (in the course of incorporation) is not a financial institution and does not provide investment services, including investment advice, or any other licensed financial services.

- 2.3. SaharaChain Ecosystem LLC. (in the course of incorporation) develops and operates a blockchain technology ecosystem offering SaharaChainEcosystem.com users with services such as Cryptocurrency Exchange and Payment Gateway.
- 2.4. The technical and organizational structures of SaharaChain Ecosystem are currently in their development stages and its realization is going to be financed through resources obtained from the Pre-ICO and ICO of SAND.
- 2.5. Participants cannot contribute to the ICO if there are applicable legal restrictions in their country of residence. It is the responsibility of each participant to know these laws regarding their participation in the ICO.
- 2.6. Due to legal restrictions, the ICO and SaharaChain Ecosystem itself is not accessible, or for use, for any person (including a legal entity) who is considered a United States person or resident under applicable legislation.

3 SAHARACHAIN ECOSYSTEM

- 3.1. The preliminary outline of the SaharaChain Ecosystem architecture and functions is given in the Whitepaper published on the SaharaChainEcosystem.com website. The contents of the Whitepaper are not binding and are subject to change in line with ongoing research and development in order to best meet the SaharaChain Ecosystem vision to create innovative blockchain solutions.
- 3.2. SaharaChain Ecosystem will be using the Ethereum Blockchain.
- 3.3. SAND token is the native token for the SaharaChain Ecosystem. SAND tokens are based on Ethereum ERC20 token standard. The SAND capabilities and its value are fully dependent upon the developments of SaharaChain Ecosystem and the market.
- 3.4. SaharaChain Ecosystem stakeholder (or just “stakeholder”) means any entity holding any amount of SAND token.

- 3.5. SaharaChain Ecosystem grants users access to the SaharaChain.com website and the SaharaChain Ecosystem services as it may exist and be available on any given day and SaharaChain Ecosystem has no other obligations, except as expressly stated in these Terms.
- 3.6. SaharaChain Ecosystem has the right to refuse access to, suspend, or discontinue services to any user in violation of the SaharaChainEcosystem.com website policy as stated in Terms & Conditions.
- 3.7. SaharaChain Ecosystem reserves the right to withhold, remove or discard any services available as part of the SaharaChain Ecosystem services or website with or without notice.
- 3.8. SaharaChain Ecosystem developing its technical, operational, and legal structure to enable its stakeholders access to its services. Therefore, any statements made in the press, in presentations, or in any of its marketing materials, leading up to, and including the ICO, may not completely reflect the final structure established by SaharaChain Ecosystem.

4 REVENUE MODEL & TOKEN HOLDER REWARD DISTRIBUTION

- 4.1. Whenever any transaction is conducted on the SaharaChain Ecosystem, the following occurs:
 - Transaction fees are deducted for all transactions conducted on the SaharaChain Ecosystem Exchange & Payment Gateway
 - The transaction fees will be structured competitively in accordance with the market pricing landscape and will be announced of the SaharaChain Ecosystem website.
 - 20% of the SaharaChain Ecosystem transaction fees will be distributed to all SAND token holders in accordance with their SAND token amount.
 - The distribution is done daily and managed by a smart contract.

- 4.2. The smart contract will post to the blockchain all distributions that exceed the minimum threshold amount. The minimum threshold amount should exceed gas fees by at least ten times.
- 4.3. The remaining SaharaChain Ecosystem fees will be used for SaharaChain Ecosystem operational and maintenance needs.

5 INITIAL COIN OFFERING

- 5.1. There will be a fixed token supply of 2,000,000,000 SAND tokens issued in the following structure:
 - 1% (20,000,000) will be issued in the Pre-ICO,
 - 33% (660,000,000) will be issued during the ICO,
 - 33% (660,000,000) are allocated to incentivize participation,
 - and 33% (660,000,000) are retained by SaharaChain Ecosystem Foundation
 - Participation in the ICO is possible through ETH
 - SaharaChain Ecosystem token's symbol will be SAND.
 - SAND tokens are based on Ethereum ERC20 token standard
 - 1ETH = 10000 SAND
 - No more than 4,000,000 SAND tokens can be acquired by any one entity during the Pre-ICO and ICO
 - All tokens will be managed by smart contracts.
- 5.2. Pre-ICO and ICO participation and discounts stages:
 - 25% discount during the Pre-ICO (Sept 23, 2017 – Oct 07, 2017)
 - 15% discount, 1st round of the ICO (Oct 20, 2017 – Nov 04 14, 2017)
 - 10% discount, 2nd round of the ICO (Nov 17, 2017 – Dec 01, 2017)
 - 5% discount, 3rd round of the ICO (Dec 15, 2017 – Dec 29, 2017)
 - SaharaChain Ecosystem ICO page will guide participants through the deposit process.

5.3. During Pre-ICO and ICO:

- The resources obtained from the Pre-ICO and ICO are immediately placed into a multi-signature wallet.
- All SAND acquired tokens during Pre-ICO and ICO will be issued to participants public key immediately with no restrictions using a smart contract.
- Maximum acquisition of SAND tokens during the ICO campaign by any one entity shall not exceed 4,000,000 tokens.

5.4. After Pre-ICO and ICO campaign ends:

- The obtained resources will be held in a multi-sig wallet. The resources will later be converted into AED (United Arab Emirates Dirham) at the relevant exchange rates
- The Pre-ICO resources obtained will be released immediately to cover ICO costs and legal services
- The ICO resources obtained will be utilized as follow:
 - Technical development: 80%
 - Operational Marketing & Legal: 20%

6 LIMITATION OF LIABILITY

6.1. In no event shall SaharaChain Ecosystem or members of SaharaChain Ecosystem staff be liable for:

- Any lost profits, lost savings or incidental, indirect, special or consequential damages, arising out of your use or inability to use the services or products offered by SaharaChain Ecosystem or the breach of any of these Terms by any third party;
- Any security risk such as hacker attacks, loss of password, unauthorized access, etc.
- Any losses resulting from the extreme volatility in pricing of SaharaChain Ecosystem SAND tokens in any countries and cryptocurrency exchanges.

- 6.2. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.
- 6.3. By acquiring SaharaChain Ecosystem SAND tokens and to the extent permitted by applicable law, the token owner agrees not to hold SaharaChain Ecosystem or any member of SaharaChain Ecosystem liable for any losses or damages arising out of or in any way connected to the token holder's failure to properly secure the private key to the wallet containing their SaharaChain Ecosystem SAND token, hacker's attacks, loss of passwords, etc.

7 RISKS

- 7.1. Participation in the SaharaChain Ecosystem ICO and any acquisition of SaharaChain Ecosystem SAND token carries with it significant risk. Prior to participation, carefully consider the exemplary and non-exhaustive list of risks set forth below and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals.
- 7.2. It is possible that even if the ICO threshold is met, the raised resources may not be sufficient for the full development of the SaharaChain Ecosystem. By holding SaharaChain Ecosystem Token, the stakeholder acknowledges that he/she understands that while every effort will be made to execute SaharaChain Ecosystem's vision, it is possible that it will never be realized due to unforeseen reasons.
- 7.3. Cryptocurrencies and project financing through cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the world. SaharaChain Ecosystem may need to change its operations in order to comply with applicable regulation, and may become subject to licensing requirements. SaharaChain Ecosystem could be impacted by one or more regulatory actions or regulatory enforcement, which could impede or limit the ability to continue to develop SaharaChain Ecosystem and its activities. This uncertainty significantly adds up to risks connected with the acquisition and use

- of SaharaChain Ecosystem Token SAND. SaharaChain Ecosystem will make every effort to adopt its practices to accommodate regulatory needs and changes as they occur.
- 7.4. The SaharaChain Ecosystem Token software itself utilizes third-party Ecosystems such as the Ethereum blockchain. There is a risk that, as an open source project, any changes to the Ethereum blockchain project could introduce weaknesses or bugs into the Ethereum software, thus causing the loss of SaharaChain Ecosystem Token and/or Ethereum tokens in one or more or even all of the stakeholder accounts. SaharaChain Ecosystem reserves the right to be vendor agnostic in this regard, and use other blockchain providers where feasible, practical, or necessary.
- 7.5. The field of digital cryptography is very new and for this reason there is a risk of unforeseen attacks, both in terms of the underlying cryptographic protocol that underpins the functionality of SaharaChain Ecosystem and other blockchain technologies risks that could lead to the loss of SaharaChain Ecosystem Token or Ethereum tokens in one or more or even all of the stakeholder accounts.

8 REPRESENTATION & WARRANTIES

- 8.1. By acquiring SaharaChain Ecosystem Token, whether from another stakeholder or through the ICO, you represent and warrant that you:
- Have a basic level of understanding of the usage and intricacies of cryptographic tokens, such as Ethereum, and other blockchain based software systems;
 - Are at least 18 years old or the age of contractual capacity;
 - Are legally permitted to use Ethereum tokens in your jurisdiction;
 - Waive your right to participate in a class action lawsuit or a class-wide arbitration against any member of SaharaChain Ecosystem;
 - Are not exchanging SaharaChain Ecosystem Token for any illegal purpose within your jurisdiction;

- Understand that there is no warranty whatsoever on SaharaChain Ecosystem Token, express or implied, to the extent permitted by law, and that SaharaChain Ecosystem Token are created on an “as is” basis;
- Further agree to accept sole risk for your participation in the SaharaChain Ecosystem;
- Are not a USA citizen.
- You must comply with all applicable tax laws, including the reporting and payment of income tax or similar regulations arising in connection with your use of the SaharaChain Ecosystem, or appreciation and depreciation of SaharaChain Ecosystem token - SAND, and you bear the sole responsibility to determine such implications and act in accordance with the law.

9 PRIVACY POLICY

- 9.1. SaharaChain Ecosystem shall not use, process or transfer your personal data beyond the limits permitted by statute or defined by the stakeholder’s consent. Unless you select otherwise, the information provided to SaharaChain Ecosystem will not be visible to the public or other community members.
- 9.2. Before using the Ecosystem, you have to register with SaharaChain Ecosystem and provide further personal information.

10 FINAL PROVISIONS

10.1. Compliance:

SaharaChain Ecosystem shall cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

10.2. Amendments:

SaharaChain Ecosystem, after final approval of the SaharaChain Ecosystem Board, reserves the right to change, modify, add, or remove portions of these Terms at any time during the ICO and afterwards by posting the amended Terms on SaharaChain Ecosystem's website, as well as making a public announcement. The revised version will be effective at the time SaharaChain Ecosystem posts it unless indicated otherwise. However, SaharaChain Ecosystem will provide 10 working days notice of any substantial change. If you do not agree to be bound by the amended or modified Terms, you must cease accessing or using SaharaChain Ecosystem.

10.3. Jurisdiction:

These Terms shall be governed by and construed in accordance with the laws of the United Arab Emirates Dubai Free Zone. Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the relevant United Arab Emirates courts.

10.4. Acceptance of Terms:

By the acquisition of SaharaChain Ecosystem Token, the stakeholder confirms that, to the extent permitted by law, he/she is authorized to acquire SaharaChain Ecosystem token - SAND and to fully understand and to be bound by these Terms regarding his/her relevant jurisdiction. If you are not a registered user, but access or use SaharaChain Ecosystem, mobile or any software applications, the website located at <https://saharachain.com> or any other associated website hosted by SaharaChain Ecosystem, then you indicate that you agree to these Terms. If you do not agree to any of the specific terms or conditions herein you may not access or use any of the SaharaChain Ecosystem.

10.5. Contact:

If you have any questions, please contact SaharaChain by e-mail at info@saharachain.com.