## **TERMS & CONDITONS OF ARSI TOKEN SALE**

The following Terms and Conditions of ARSI Token Sale (these "Terms") form an agreement between ARULSINGAM INVESTMENTS LTD (Company Number 13851616), a company with limited liability, incorporated under the Companies Act 2006 as a private company which is limited by shares, with the situation of its registered office being in England and Wales (the "Company" or "we" or "us"), and you, or the entity you represent (the "Purchaser" or "Recipient" or "you"). These terms contain the terms and conditions according to which you will acquire cryptographic BEP-20 standard Tokens on the Binance Smart Chain. You acknowledge and agree to buy the Token named "ARULSINGAM" "ARSI" with the symbol "ARSI" (the "Tokens" and each a "Token") from us. The Company and you are each a "Party" and, together, the "Parties" to these Terms. In these Terms, the Token Sale (the "Initial Coin Offering" or "Token Sale").

YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN ADDITION, NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN OR PARTICIPATE IN THE ARSI ECOSYSTEM OR THE TOKEN SALE OF ARSI TOKEN.

PURCHASES OF ARSI SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT UNDERSTANDING OF, AND EXPERIENCE WITH, THE USAGE, STORAGE AND INTRICACIES OF ERC-20/BEP-20 BASED CRYPTOGRAPHIC TOKENS, INCLUDING BUT NOT LIMITED TO ETHEREUM AND BINANCE TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL AND EXPERT UNDERSTANDING OF STORAGE AND TRANSMISSION PROCESSES AND MECHANISMS ASSOCIATED WITH ANY OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO PROVIDE SUPPORT TO PURCHASERS OF ARSI DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH, BNB OR ARSI OR ANY OTHER CRYPTO- AND/OR FIAT-CURRENCIES RESULTING FROM ACTIONS TAKEN BY OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE ARSI OR PARTICIPATE IN THE ARSI TOKEN SALE, OR ARSI ECOSYSTEM. YOUR PARTICIPATION IN ARSI SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS STATED IN THIS SECTION.

If you are not an expert in handling cryptographic tokens and blockchain-based software systems, please refrain from purchasing ARSI. Before purchasing ARSI, it is important to carefully review the terms listed below and, if necessary, seek advice from a qualified lawyer, accountant, tax professional, or other skilled advisors. If any of the following terms are not acceptable to you, please do not purchase ARSI.

These terms should not be interpreted as a prospectus, an investment solicitation, or investment advice, nor should they be construed as an offering or solicitation of an offer to purchase securities in any jurisdiction. To the extent permitted by applicable law, the company and its associated parties (each referred to as an "Associated Party") explicitly disclaim all liability and shall not be held responsible for any direct, indirect, incidental, special, consequential or other losses of any kind, whether in tort, contract, or otherwise (including but not limited to loss of revenue, income or profits, value, and loss of use or data), arising from or related to (a) the purchaser's acceptance of or reliance on any information contained in these terms or the whitepaper (as defined below), (b) any errors, omissions, or inaccuracies in any such information, or (c) any actions resulting from the aforementioned.

#### 1. Conditions to ARSI Token sale

By participating in the purchase of ARSI Tokens, you agree that:

- **1.1.** you have sufficient understanding of the functionality storage, usage, transmission mechanisms associated with cryptographic tokens and blockchain based software systems, such as Bitcoin and Ether, Ethereum blockchain and Binance Smart Chain;
- **1.2.** by acquiring ARSI, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- **1.3.** The Company is permitted to offer ARSI Token for a different price than stated in the White Paper, if the results may be advantageous or reasonable for the project.
- **1.4.** Persons who may have purchased ARSI Tokens earlier that you may receive more Tokens from us for the same amount paid.
- **1.5.** the acquisition of ARSI Token involves many, varied risks which could result in the loss of all amounts paid.
- **1.6.** you accept that ARSI is created, and you obtain ARSI on an "as is" and "under development" basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing ARSI without being able to provide any warranties in relation to ARSI, including, but not limited to, title, merchantability or fitness for a particular purpose;
- **1.7.** you accept that you bear sole responsibility for determining if the acquisition, the allocation, use or ownership of ARSI;
- 1.8. THE PURCHASER TAKES SOLE RESPONSIBILITY FOR ANY RESTRICTIONS AND RISKS ASSOCIATED WITH RECEIVING AND HOLDING ARSI TOKENS, INCLUDING, WITHOUT LIMITATION, THOSE SET OUT IN THE TERMS & CONDITION'S AND WHITEPAPER'S RISK FACTORS. WHEN PURCHASING DIGITAL TOKENS THERE IS AN INHERENT RISK THAT YOU MAY LOSE ALL AMOUNTS PAID;
- **1.9.** you are of a sufficient age (if an individual) to legally obtain ARSI, and you are not aware of any other legal reason to prevent you from obtaining ARSI;
- **1.10.** a purchase of ARSI Tokens is non-refundable and can't be cancelled under any circumstances

- **1.11.** you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of ARSI;
- **1.12.** the purchase of Tokens does not involve the purchase or receipt of shares, ownership, or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction;
- **1.13.** you are legally permitted to receive and hold and make use of ARSI in your and any other relevant jurisdiction;
- **1.14.** the raised funds will be used to develop the ecosystem.

## 2. Acknowledgment and Assumption of Risks

2.1. Recipient acknowledges and agrees that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens, as disclosed, and explained herein, in the Whitepaper's Risk Factors section. If you have any questions regarding these risks, please contact us at help@arulsingam-arsi.com. BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

Including but not limited to:

- **2.2.** Risk of Uninsured Losses: Unlike bank accounts or accounts at some other financial institutions, funds held using the Platform or Binance blockchain are generally uninsured. In the event of any loss, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurer, to offer recourse to the purchaser.
- **2.3.** Risks from Taxation: The tax characterisation of ARSI is uncertain. You must seek your own tax advice in connection with the acquisition, storage, transfer, and use of ARSI, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties, or other charges and tax reporting requirements.
- 2.4. Illiquid Market for ARSI Token: The Company is not aware of any marketplace for ARSI and does not yet support a marketplace for ARSI. There may never be any such marketplace for ARSI. There are currently no exchanges upon which ARSI would trade. If such exchanges ever do develop, they may be relatively new and subject to poorly understood regulatory oversight. Such exchanges may, therefore, be more exposed to fraud and failure than established, regulated exchanges for other products, and such exposure may have a negative impact on ARSI. Furthermore, to the extent that third parties do ascribe an external exchange value to ARSI (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. You should not purchase ARSI as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic, or cash-equivalent value may increase over time. You assume all risks associated with such speculation or actions and any errors associated therewith, and you accept that ARSI is not offered by the Company or its affiliates on an investment basis or for such purpose. You further acknowledge that any funds that you consider to be invested in ARSI will not be protected, guaranteed, or reimbursed by any governmental, regulatory, or other entity.

- **2.5.** Unanticipated Risks: Cryptographic tokens are a relatively new and untested technology. In addition to the risks discussed in these Terms, there are risks that the ARSI team cannot anticipate. Further risks may materialise as unanticipated combinations or variations of the discussed risks or the emergence of new risks.
- **2.6.** Risk of Insufficient Interest in the Platform: It is possible that the Platform will not be used by many businesses, individuals, and other organisations and that there will be limited public interest in purchasing NFTs to fund housing developments. Because the success of the Platform also depends, in part, on the growth and adoption of the use of the Binance blockchain, such a lack of interest could negatively impact ARSI and ARSI Ecosystem.
- 2.7. Risks Associated with the Binance Blockchain: ARSI and the Platform operate on the Binance blockchain. As such, any malfunction, unintended function, unexpected functioning of or attack on the Binance blockchain may cause the Platform or ARSI to malfunction or function in an unexpected or unintended manner. Binance may be the target of malicious attacks seeking to identify and exploit weaknesses in the software, which may result in the loss or theft of ARSI. For example, if the ARSI and the Binance are subject to unknown and/or known security attacks (such as double-spend attacks, 51% attacks, or other malicious attacks), such attacks may materially and adversely affect the Platform and the utility of ARSI.
- 2.8. Risk of Regulatory Action in One or More Jurisdictions: The regulation of cryptographic tokens such as ARSI and their use in various applications, such as fundraising, is uncertain or evolving in many jurisdictions. Regulatory actions could negatively impact the Platform and the utility of ARSI, including by causing the Platform to be suspended or terminated. Additionally, the regulatory status of cryptographic tokens could be affected by changes in laws or regulations, which may limit or restrict the use, sale, or possession of cryptographic tokens in one or more jurisdictions.
- **2.9.** Risk of Forks: The Binance blockchain may experience a fork in the future. A fork in the blockchain could materially and adversely affect the Platform, including by creating two or more separate and distinct versions of ARSI and the Platform. Such a fork could result in a loss of utility of ARSI and may negatively impact the value of ARSI. The Company cannot predict the outcome of any future fork.
- **2.10.** Risk of Competing Platforms: The Platform and ARSI face competition from other platforms and tokens that may offer similar functionality. If the Platform and ARSI do not effectively compete, the utility of ARSI may decline, which could negatively impact the value of ARSI.
- 2.11. Assumption of Risks: By purchasing, holding, or using ARSI, you acknowledge and assume all of the risks associated with the purchase, ownership, and use of cryptographic tokens generally, as well as the specific risks set forth in these Terms and the Whitepaper. You acknowledge and understand that the risks disclosed herein are not exhaustive and that there may be additional risks that are not known to the Company or are not currently foreseeable. You further acknowledge and understand that the ARSI team does not provide any warranty or representation, whether express or implied, including, but not limited to, warranties of merchantability or fitness for any particular purpose or use, non-infringement, or that the use of ARSI or the Platform will be uninterrupted or error-free.

### 3. Taxation of ARSI Token

- **3.1.** The Purchase Price that you pay for Tokens is exclusive of all applicable taxes.
- **3.2.** You are solely responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes.
- **3.3.** It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities.
- **3.4.** We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added or similar tax arising from your purchase of Tokens.
- **3.5.** You agree not to hold the Company or any Company Parties (defined below) liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens, or any other action or transaction related to the ARSI Ecosystem, Project, or Platform.

### 4. Miscellaneous

- **4.1.** We will not be responsible for any delay or failure to carry out our obligations under these Terms if such delay or failure results from causes beyond our control. Purchasing Tokens from us does not create any kind of partnership, joint venture, or other similar relationship between you and us.
- **4.2.** These Terms are intended solely for your and our benefit and do not grant third-party beneficiary rights to any other person or entity. You agree that all agreements, notices, disclosures, and other communications we provide to you, including these Terms, will be given in electronic form unless otherwise specified.
- **4.3.** These Terms, as well as the purchase of Tokens, do not establish any kind of partnership, joint venture, or other similar relationship between the Purchaser and the Company. These Terms are intended solely for the benefit of the Purchaser and the Company and do not grant third-party beneficiary rights to any other person or entity.
- **4.4.** If any provision of these Terms is found to be illegal or unenforceable, in whole or in part, the provision will be ineffective to that extent, but the rest of the Terms will remain valid and enforceable to the fullest extent possible.
- 4.5. Any Company Party or other identifiable person who is not a party to these Terms may enforce any rights granted to them under these Terms as if they were a party to these Terms. However, a person who is not a party to these Terms does not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of these Terms. No consent or notice is required from any person who is not a party to these Terms for any termination, rescission, variation, waiver, assignment, novation, release, or settlement under these Terms.
- **4.6.** These Terms constitute the entire agreement between the Company and You regarding your purchase of Tokens from us. We may modify these Terms from time to time as needed to comply with applicable law or regulation. If we make changes, we will post the updated Terms at https://arulsingam-arsi.com and may attempt to notify you through other ARSI

websites, social media, and/or communication channels. The updated Terms will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not be considered a waiver of such right or provision.

- **4.7.** These Terms will be governed by the laws of the UK, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction. All disputes or claims arising from these Terms, including disputes relating to their validity, breach, termination, or nullity, will be finally settled by a court in England.
- **4.8.** These Terms represent the entire agreement between the Recipient and the Company regarding the acquisition and sale of ARSI Token. The Purchaser acknowledges that the Terms govern the sale of ARSI Token and supersede any public statements made by third parties or by individuals associated with the ARSI Team, past and present, during the ARSI token sale.
- **4.9.** The headings in these Terms are for convenience only and do not affect their interpretation.
- **4.10.** The Company reserves the right to change, add, modify, or remove provisions of this Agreement at any time for any reason. We recommend that you review this agreement periodically for changes. Such changes will be effective immediately upon posting them on the website. By accessing our website (https://arulsingam-arsi.com) after we have posted amendments or changes to this agreement

# **4.11.** Intellectual Property

The Company retains all right, title and interest in all the Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information, and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You acknowledge that you will not acquire any rights to any Company intellectual property by purchasing Tokens or by accessing or using the ARSI platform or any other materials provided by the Company. You agree not to infringe or challenge any of the Company's intellectual property, including, but not limited to, the Company's patents, trademarks, service marks, copyrights, trade secrets or other proprietary rights. You agree not to copy, modify, create derivative works of, distribute, sell, lease, assign, sublicense, reverse engineer or otherwise exploit any aspect of the ARSI platform, any software provided by the Company, or any other materials provided by the Company, except as expressly authorized by the Company in writing.

# **4.12.** Anti-Money Laundering and Counter-Terrorism Financing

You represent and warrant that, in connection with the acquisition of Tokens, you are not engaging in money laundering or terrorist financing activities. The Company reserves the right to perform customer due diligence checks in accordance with applicable laws and regulations, including anti-money laundering and counter-terrorism financing laws and regulations. You acknowledge and agree that the Company may, in its sole discretion, delay or refuse to process your purchase of Tokens, or suspend or terminate your access to the ARSI platform, if the Company suspects that you are engaging in any money laundering or terrorist financing activities.

### **4.13.** Force Majeure

The Company shall not be liable for any delay or failure to perform any obligation under these Terms if the delay or failure arises from any cause which is beyond the reasonable control of the Company, including acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems, internet or other system failures, and other similar events. In such event, the Company shall have the right to delay or suspend performance of its obligations under these Terms for a period of time that is reasonable under the circumstances.

#### **4.14.** No Waiver

The failure of the Company to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by the Company.

#### **4.15.** Notices

All notices, requests, consents, claims, demands, waivers, and other communications under these Terms (each, a "Notice") must be in writing and addressed to the other party at its address set forth in these Terms (or to such other address that the receiving party may designate from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of transmission). Except as otherwise provided in these Terms, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.

## 5. Redeployment of ARSI Tokens

The ARSI Tokens are being created on the Binance Smart Chain- blockchain protocol as BEP-20 standard compliant tokens. We reserve the right to move the Tokens from Binance to another protocol and to create new substitute Tokens on the new protocol (the "Redeployed Tokens") if we decide that it would be beneficial to the movement of Project ARSI and ARSI Ecosystem, at our sole discretion. If we decide to move the Tokens, we may no longer provide support for the Pre-existent Tokens regarding the ARSI Platform or any other functional matters. The usability of Pre-existent Tokens will likely decrease rapidly once Replacement Tokens are generated and used by a significant portion of ARSI Platform participants. You acknowledge that in order to continue participating in the ARSI Platform or getting usability from the Tokens, you may need to convert the Tokens you have received to Replacement Tokens in the future.

### 6. Disclaimer of Warranties

By purchasing ARSI, the purchaser agrees to bear all risks, as ARSI is provided on an "as is" basis without any express or implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. This exclusion of warranties is valid to the extent permitted by applicable law, with any legally required warranty period limited to the shorter of thirty days from first use or the minimum period required. Without limiting the foregoing, neither the Company nor any of the ARSI team warrants that the process for purchasing ARSI will be uninterrupted or error-free.

## 7. Purpose and Use of ARSI Tokens

- **7.1.** The purpose of the Tokens is to fund the development and maintenance of an ecosystem consisting of a Buy-Back & Burn process associated with monthly earned funds of properties within the ARSI Property Portfolio. The company intends to use the funds generated by these properties to acquire ARSI Tokens from the market and develop the ecosystem.
- **7.2.** In addition to the standard "Supply & Demand" system within the crypto space, the company aims to create a non-human (ARSI Properties) and constant (monthly) buyer for ARSI Tokens. After providing liquidity for ARSI Token to facilitate trading in general, the remaining percentage, without limitations, will be used to acquire new properties for the ARSI Property Portfolio (APP). This could create a constant growth of ARSI Ecosystem and Token demand, regardless of the demand for ARSI Token from the community.
- **7.3.** The Company also intends to burn a percentage of the monthly acquired ARSI Token. By doing so, we aim to trigger the deflationary aspects and result in a constant increase of value over time in ARSI Token.
- **7.4.** The ARSI Ecosystem is described in detail in the whitepaper relating to the Company and available at https://arulsingam-arsi.com/uplaods/WP-en.pdf (as amended from time to time) (the "Whitepaper"). A summary of the Whitepaper is accessible at https://arulsingam-arsi.com/uploads/WP-en.pdf respectively.
- **7.5.** Tokens have no rights, express or implied, other than the right to use the Tokens to participate in the ARSI Ecosystem as provided in these Terms. The purchase, receipt, ownership, or possession of Tokens does not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights, or any other form of participation in or relating to the ARSI Dashboard or the Company, the Associated Parties, and it's or their corporate affiliates, subject to limitations and conditions in these Terms and other applicable terms, conditions, or policies that may and likely will be implemented by the company.
- **7.6.** The Tokens may be sold or exchanged for fiat currency on an exchange, if and/or when any such exchange agrees to list Tokens, which in no case can be assured or guaranteed in any way.
- **7.7.** You are purchasing or receiving Tokens solely for the purpose of participating in the ARSI Ecosystem, and you are aware of the risks associated with the Company, Project ARSI, ARSI Ecosystem, the ARSI Dashboard, and the ARSI Tokens. You are not purchasing or receiving Tokens for any other purpose including, without limitation, any investment, speculative or financial purpose.
- **7.8.** You acknowledge and agree that the Project ARSI/ARSI Ecosystem is in an early stage of development and may undergo significant changes over time.
- **7.9.** You understand and agree that save as expressly set out in these Terms, the Tokens do not represent or confer any ownership right or stake, share, security or equivalent rights, or any right to receive future revenue shares, intellectual property rights, or any other form of participation in or relating to the ARSI Dashboard or the Company, the Associated Parties and its or their corporate affiliates, subject to limitations and conditions in these Terms and

other applicable terms, conditions or policies, which may and likely will be implemented by the Company and other participants in the ARSI Ecosystem or Company at a later date.

**7.10.** Tokens are not intended to be a loan contract, digital currency, security, commodity or any other kind of financial instrument.

### 8. ARSI Charity

- **8.1.** By agreeing to this agreement, you acknowledge and agree that the company could sell an unspecified amount of ARSI Token allocated in the ARSI Charity E-Wallet, to donate these funds into existing charity foundations or create and operate a charity foundation by itself (the ARSI Charity Foundation).
- **8.2.** You acknowledge and agree that the aforementioned action may affect the market value of ARSI Token negatively.
- **8.3.** The company has prepared a "Time-Lock Protocol" to avoid huge sales and to act in the interest of investors considering ARSI Charity. More particularly described in the White Paper available at <a href="https://arulsingam-arsi.com/uplaods/WP-en.pdf">https://arulsingam-arsi.com/uplaods/WP-en.pdf</a>.
- **8.4.** ARSI Charity Foundation will provide quarterly financial reports to the public, stating the amount of ARSI Token sold and donated in each quarter, as well as the identity of the charity foundation and its purpose.

# 9. Limitations of Liability

The purchaser acknowledges and agrees that the limitations of liability set forth in this agreement apply to any damages or injury caused by or related to the use of ARSI or the actions of the ARSI team, to the fullest extent permitted by applicable law. This includes damages or injury resulting from breach of warranty, breach of contract, tort (including negligence), or any other cause of action in any jurisdiction. The ARSI team will not be liable for any indirect, incidental, special, consequential, or exarsilary damages, including loss of profits, goodwill, or data, arising from the use or purchase of ARSI, or from any interaction with the smart contract related to ARSI. The purchaser also acknowledges that the ARSI team is not responsible for the actions of third parties, including other purchasers of ARSI, and that the purchaser assumes all risks associated with purchasing and using ARSI. To the extent permitted by applicable law, the maximum liability of the ARSI team to any purchaser will not exceed the amount paid by the purchaser to the company for the purchase of ARSI. Some jurisdictions may not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages, so some of the above limitations may not apply to certain purchasers. These terms do not affect the statutory rights of any purchaser, nor do they exclude liability for injury resulting from wilful misconduct or fraud by the ARSI team.

# 10. Security

**10.1.** You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold ARSI purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s).

**10.2.** If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## 11. Eligibility to Participate

- 11.1. In order to be eligible to participate in the Token Sale, you must provide all personal information as required by the Company or its agents, as part of its Know Your Customer ("KYC") process.
- **11.2.** We may choose to nominate third party service providers to collect and verify KYC information on our behalf, who may also require you to accept their terms and conditions or privacy policy agreements.
- **11.3.** Collected information may include a passport, driver's license, utility bill, photograph of you, government identification cards, or sworn statements, and we or our nominee may keep a copy of such information.

#### 12. Release

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, losses, 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 the acts or omissions of third parties.

### 13. After ARSI Token Sale

- **13.1.** Purchasers should have no expectation of ownership or influence over the governance of the Company.
- **13.2.** Prior to a Purchaser selling Tokens, such Purchaser shall ensure that the buyer of any such Token undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the Token sale (including, without limitation, the satisfactory completion of the Compliance Procedures).
- **13.3.** No certificate will be issued in relation to Tokens and a Purchaser's personal Token holding is not required to be reflected, recognized, or recorded in any account or ledger maintained by the Company save in connection with the Compliance Procedures.
- **13.4.** You acknowledge and agree that neither the company nor its shareholders will purchase ARSI Token during or after the Initial Coin Offering (ICO).
- **13.5.** The Tokens may be sold or exchanged for fiat currency on an exchange website, if and/or when any such exchange agrees to list Tokens, which in no case can be assured or guaranteed in any way.

# 14. Cancellation; Refusal of Purchase Requests

During the Sale Period, any purchase of Tokens from us is considered final and cannot be refunded or cancelled except where required by applicable law or regulation. We reserve

the right to decline or cancel Token purchase requests at any time, for any reason, or for no reason at all, at our sole and absolute discretion. If we refuse or reject a payment, we will make reasonable efforts to return the payment to the Wallet it was made from. However, we cannot guarantee that we will be able to recover and/or return such payments, and any return of your payment will be subject to fees that were applied at the time the payment was made and thereafter until it is returned (if it is returned).

# 15. Eligible Purchasers

- **15.1.** The Company's directors reserve the right to amend the criteria for determining Eligible Purchasers for the purchase or receipt of Tokens. At the outset, all Purchasers are Eligible Purchasers except for the following:
- **15.2.** A Purchaser whose acquisition of Tokens would violate any country's or governmental authority's laws or regulations, including anti-money laundering regulations or conventions.
- **15.3.** A Purchaser acting on behalf of terrorists or terrorist organizations, including those on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control ("OFAC").
- **15.4.** A Purchaser acting directly or indirectly for a senior foreign political figure, any member of their immediate family, or any close associate, unless the Company conducts further due diligence and determines that the purchase is permitted.
- **15.5.** A Purchaser, or an entity acting as trustee, agent, representative, or nominee for a Purchaser, that is a foreign shell bank.
- **15.6.** A Purchaser who makes false representations or warranties in the Terms or whose representations or warranties have become untrue.
- **15.7.** A Purchaser whose continued ownership of Tokens, in the opinion of the Company's directors, would cause undue risk of adverse tax or other consequences to the Company. These circumstances include those affecting the Purchaser directly or indirectly, alone or in conjunction with another person or persons, connected or not, or any other circumstance that appears relevant to the directors.
- **15.8.** A Purchaser, or an entity acting as trustee, agent, representative, or nominee for a person, who is a United States person according to Regulation S of the United States Securities Act.
- **15.9.** If a Purchaser becomes a United States person or becomes aware that any person for whom they hold shares as trustee, agent, representative, or nominee has become a United States person, they must notify the Company immediately.
- **15.10.** Persons falling within any of these categories are collectively known as "Prohibited Persons.

- **15.11.** When the Purchaser agrees to these Terms, they agree to allow the Company to disclose any information about them to regulators or others who request it, in connection with money laundering and related matters, in the United Kingdom or any other jurisdiction.
- **15.12.** The Company or its delegate may request evidence to verify the identity and source of funds of a prospective Purchaser and confirm the anti-money laundering status of any transferring Token holder.
- **15.13.** If the Company or any other person, in the course of their business, suspects or has reasonable grounds to suspect that another person is involved in criminal conduct or terrorism or terrorist property, they are required to report that knowledge or suspicion to the Financial Reporting Authority or the police constable, depending on the circumstances.
- **15.14.** The Company does not accept funds from any person or entity that is acting in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions, or on behalf of terrorists or terrorist organizations, or for a senior foreign political figure or foreign shell bank.
- **15.15.** If the Company needs to take any action related to anti-money laundering laws or regulations, the Purchaser agrees that they will not have any claim against the Company or its affiliates, directors, members, partners, shareholders, officers, employees, or agents for any damages resulting from such action.
- **15.16.** The Purchaser represents and warrants that they are not a Prohibited Person.

Before participating in an Initial Coin Offering (ICO), it is crucial for the purchaser to verify their eligibility to do so. It is the responsibility of the purchaser to check whether their country of residence or citizenship allows them to participate in ICOs, as regulations and laws may differ from one jurisdiction to another. It is important to note that some countries may prohibit ICOs altogether, while others may require certain prerequisites to be met before participation is allowed. Therefore, it is highly recommended that the purchaser consults with a qualified financial advisor or lawyer and carefully reviews the terms and conditions of the ICO before making any investment decisions. By taking these steps, the purchaser can ensure compliance with relevant laws and regulations and avoid any legal issues that may arise.

# 16. Indemnification

The Purchaser agrees to indemnify and hold harmless the Company, the ARSI Ecosystem and Foundation, and their respective employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, legal and financial advisers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (collectively

referred to as "Company Parties") from any and all claims, demands, actions, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from or related to (1) the Purchaser's purchase or use of Tokens, (2) the Purchaser's responsibilities or obligations under these Terms, (3) the Purchaser's violation of these Terms, or (4) the Purchaser's violation of any rights of any other person or entity in connection with Tokens and/or these Terms.

- **16.1.** The Company reserves the right to control the defence, at the Purchaser's expense, of any claim subject to indemnification under this section, including the choice of legal counsel. This indemnification is in addition to any other indemnities set forth in any other written agreement between the Purchaser and the Company.
- **16.2.** Any Company Party or other identifiable person who is not a party to these Terms may enforce any rights granted to them pursuant to these Terms as if they were a party to these Terms. However, except as expressly provided, a person who is not a party to these Terms shall not have any rights to enforce any term of these Terms.
- 16.3. The Company may terminate, rescind, or vary any provision of these Terms without obtaining the consent or providing notice to any person who is not a party to these Terms. The Company will not be liable for any action taken in good faith upon any notice, consent, request, instruction, or other instrument believed to be genuine. The Company will also protect and indemnify its agents, delegates, service providers, officers, directors, and other representatives against liability.

## 17. Tax Fee (Reflection Fee)

As part of the token sale, a tax fee (reflection fee) will be applied to all Buy and sell transactions. The maximum tax amount set in the smart contract is 5%. The purpose of the taxes is to contribute to the ARSI Charity, marketing, support the development of the project and to burn tokens.

ARSI Charity: A portion of the tax fee will be donated to the ARSI Charity, which aims to provide assistance and support to those in need. The amount donated will be regularly updated on the project's website to ensure transparency.

Developer: Another portion of the tax fee will be allocated to the project's development team to support the ongoing development of the project, including marketing, research and development, and other related expenses.

Marketing: A portion of the tax fee will be used for marketing efforts to increase awareness and adoption of the project. This includes but is not limited to influencer marketing, social media marketing, community management, and other promotional activities.

Burn Address: A portion of the tax fee will be directed to the burn address, which will remove tokens from circulation and increase the overall value of the remaining tokens.

Please note that these tax fees are subject to change and may be adjusted over time as needed. The project reserves the right to modify the tax fee structure at any time in order to better align with the project's goals and objectives. By participating in the token sale, you agree to abide by

these terms and conditions and acknowledge and agree the role of the tax fee in supporting the project and its objectives.

## 18. DEFINITION OF U.S. PERSON

Rule 902 of the U.S. Securities Act of 1933

- (1) "U.S. Person" means:
- i. any natural person resident in the United States;
- ii. any partnership or corporation organized or incorporated under the laws of the United States;
- iii. any estate of which any executor or administrator is a U.S. Person;
- iv. any trust of which any trustee is a U.S. Person;
- v. any agency or branch of a non-U.S. entity located in the United States;
- vi. any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
- vii. any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
- viii. any partnership or corporation if:
- A. organized or incorporated under the laws of any non-U.S. jurisdiction; and
- B. formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts.
- (2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "U.S. Person".
- (3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed a U.S. Person if:
- i. an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and
- ii. the estate is governed by non-U.S. law.
- (4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or

shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person.

- (5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. Person.
- (6) Notwithstanding (1) above, any agency or branch of a U.S. Person located outside the United States shall not be deemed a "U.S. Person" if:
- i. the agency or branch operates for valid business reasons; and
- ii. the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.
- (7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates, and pension plans shall not be deemed "U.S. Persons.

### **TERMS OF USE**

These Terms of Use (the "Agreement") set forth the terms and conditions under which you may participate in the Token Sale of ARSI (the "Token Sale"). Please read these Terms of Use carefully before purchasing ARSI Tokens.

## **Background**

ARSI is a digital asset, which is being offered through this Token Sale. The purchase of ARSI Tokens does not constitute an investment in the Company, and the Company makes no representations or warranties as to the value of ARSI Tokens.

## Eligibility

You represent and warrant that you are at least 18 years old and have the legal capacity to enter into this Agreement. You also represent and warrant that you are not a citizen or resident of any country where the purchase of digital assets is prohibited or restricted by law or regulation.

#### **Purchase of ARSI Tokens**

You may purchase ARSI Tokens through the Company's website during the Token Sale. The purchase price for ARSI Tokens is set forth on the Company's website and is subject to change at any time

without notice. By purchasing ARSI Tokens, you acknowledge that you have read and agree to these Terms of Use.

#### **Use of ARSI Tokens**

ARSI Tokens are intended to be used solely as a means of payment for goods and services offered by the Company. You acknowledge that ARSI Tokens may not have any value outside of the Company's platform and that the Company has no obligation to repurchase or exchange ARSI Tokens.

#### **Risk Disclosure**

You acknowledge that the purchase of digital assets, including ARSI Tokens, involves a high degree of risk, including but not limited to market risk, liquidity risk, and operational risk. You should carefully consider these risks before purchasing ARSI Tokens.

# **Representations and Warranties**

You represent and warrant that all information provided by you in connection with the Token Sale is true, accurate, and complete. You also represent and warrant that you are not acquiring ARSI Tokens for any illegal or illicit purpose and that you will not use ARSI Tokens for any illegal or illicit purpose.

### **Disclaimer of Warranties**

ARSI Tokens are sold on an "as is" and "as available" basis without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **Limitation of Liability**

In no event shall the Company be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the Token Sale or the use of ARSI Tokens.

### **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is organized. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts of such jurisdiction.

# Changes to these Terms of Use

The Company reserves the right to modify these Terms of Use at any time without notice. You are responsible for regularly reviewing these Terms of Use to ensure that you are aware of any changes.

### TERMS OF SERVICE

Welcome to our Initial Coin Offering (ICO) website. These terms of service ("Terms") govern your access to and use of the website located at <a href="https://arulsingam-arsi.com">https://arulsingam-arsi.com</a> ("Site"), including any content, functionality, and services offered on or through the Site. By accessing or using the Site, you agree to these Terms, as well as our Privacy Policy.

#### 1. General Terms

- **1.1. Eligibility:** You must be at least 18 years old to use the Site. By using the Site, you represent and warrant that you are at least 18 years old.
- **1.2. No Investment Advice:** The information on the Site is provided for general informational purposes only and does not constitute investment advice. We do not endorse or recommend any particular investment or investment strategy.
- **1.3. No Offer or Solicitation:** The information on the Site is not an offer or solicitation to buy or sell securities or any other investment product.
- **1.4. Use of Site:** You agree to use the Site only for lawful purposes and in compliance with these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other user's use and enjoyment of the Site.
- **1.5. Disclaimer of Warranties:** We do not warrant that the Site will be uninterrupted or error-free. We make no representations or warranties of any kind, whether express or implied, regarding the Site or the information contained on the Site. You agree that your use of the Site is at your own risk.

#### 2. ICO Terms

- **2.1. Description:** The Site may offer the opportunity to purchase tokens in connection with an ICO. The tokens may be subject to certain terms and conditions, which will be set forth on the Site. By purchasing tokens, you acknowledge and agree to these Terms and the terms and conditions of the ICO.
- **2.2. Risk Factors:** The purchase of tokens involves a high degree of risk, including the risk of loss of your entire investment. You should carefully consider the risk factors set forth on the Site before making a purchase.
- **2.3. No Guarantee of Profit:** We make no guarantees regarding the value of the tokens, and there is no guarantee that you will make a profit on your investment.
- **2.4. No Refunds:** All sales of tokens are final, and we will not provide any refunds, except as required by applicable law.
- **2.5. No Resale:** You may not resell or transfer your tokens, except as permitted by applicable law and the terms and conditions of the ICO. Any unauthorized resale or transfer may result in the loss of your tokens and/or legal action.
- **2.6. Compliance with Laws:** You are solely responsible for ensuring compliance with all applicable laws and regulations in connection with the purchase, ownership, and use of the tokens.

## 3. Intellectual Property

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors, or other providers of such material and are protected by United Kingdom and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

### 4. Termination

We may terminate your access to the Site at any time for any reason, without prior notice to you.

# 5. Governing Law and Dispute Resolution

- **5.1.** Governing Law: These Terms and any disputes arising out of or related to these Terms or the Site shall be governed by and construed in accordance with the laws of England & Wales, without giving effect to any principles of conflicts of laws.
- **5.2.** Dispute Resolution: Any dispute arising out of or related to these Terms or the Site shall be resolved exclusively through binding arbitration in accordance with the rules of the London Court of International Arbitration (LCIA). The arbitration shall take place in England/Wales. The arbitrator shall have the power to award any remedy that would be available in court, provided that the arbitrator's decision shall be final and binding. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### 6. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Site, including but not limited to any loss of profits, loss of data, loss of goodwill, or other intangible losses.

## 7. Indemnification

You agree to indemnify and hold us, our affiliates, and our respective officers, directors, employees, and agents, harmless from and against any claims, actions, suits, proceedings, or demands arising out of or related to your use of the Site or your breach of these Terms.

# 8. Miscellaneous

- **8.1.** Modification: We reserve the right to modify these Terms at any time without prior notice to you. Your continued use of the Site following any such modification constitutes your agreement to be bound by the modified Terms.
- **8.2.** Severability: If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- **8.3.** No Waiver: Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.
- **8.4.** Contact Us: If you have any questions about these Terms or the Site, please contact us at <a href="help@arulsingam-arsi.com">help@arulsingam-arsi.com</a>.
- **8.5.** By using the Site, you acknowledge that you have read, understood, and agree to these Terms and our Privacy Policy. If you do not agree to these Terms, you may not use the Site.

## 9. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England & Wales, without giving effect to any principles of conflicts of law.

### 10. Termination

We may terminate or suspend your access to the Site at any time, with or without cause, without notice or liability to you. Upon termination, all rights granted to you under these Terms will also terminate.

## 11. Compliance with Laws

You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Site. You acknowledge that you are solely responsible for ensuring that your use of the Site is in compliance with all such laws, rules, and regulations.

# 12. Assignment

We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Site without our prior written consent.

# 13. Third-Party Services and Content

The Site may include links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party websites or services.

## 14. Disclaimer of Warranties

The Site is provided "as is" and without warranty of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We do not make any warranties or representations regarding the use of the content on the Site in terms of its correctness, accuracy, adequacy, usefulness, timeliness, reliability, or otherwise.

## 15. No Investment Advice

The information provided on the Site is not intended to be investment or financial advice. You should not rely on any information on the Site as a recommendation to invest in any particular Initial Coin Offering or cryptocurrency. You should always conduct your own research and seek professional advice before making any investment decisions.

## 16. Acknowledgment of Risks

You acknowledge that investing in Initial Coin Offerings and cryptocurrencies involves significant risks, including but not limited to risks related to market volatility, regulatory changes, and cyberattacks. You agree to assume full responsibility for all risks associated with your investment decisions and agree that we shall not be responsible or liable for any losses or damages that you may incur as a result of your investment decisions.

## 17. No Partnership or Agency

Nothing in these Terms shall be construed as creating any partnership, joint venture, agency, or employment relationship between you and us.

#### 18. Survival

The provisions of these Terms that by their nature should survive termination shall survive termination, including but not limited to provisions related to intellectual property, disclaimers of warranties, limitations of liability, indemnification, and dispute resolution.

### 19. Headings

The headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

## 20. Language

These Terms may be translated into multiple languages for your convenience. In the event of a conflict between the English version and any other version, the English version shall control. By using the Site, you acknowledge that you have read, understood, and agree to these Terms and our Privacy Policy. If you do not agree to these Terms, you may not use the Site.

By clicking the checkboxes and/or participating in the Initial Coin Offering, the Purchaser acknowledges that they have read, understood, and agree to be bound by the terms of this agreement, including all the documents incorporated by reference. The Purchaser specifically acknowledges and agrees that the following documents are part of this agreement:

- Token Purchase Agreement
- Terms and Conditions for ARSI Token Sale (Includes: Terms of Use & Terms of Service)
- Privacy Policy
- AML/KYC Policy
- ARSI-Whitepaper (v20.04.2023)

The Purchaser further acknowledges that they have received and/or reviewed, and fully understand the content of each of these documents, and that they agree to comply with all obligations and requirements outlined therein. This agreement, along with the documents incorporated by reference, constitute the entire agreement between the parties with respect to the purchase of ARSI Tokens, and supersede all prior negotiations, representations, and understandings between the parties. The Company or its team has not provided any financial advice to the Purchaser, nor have they made any representations as to the suitability of the ARSI Tokens for the Purchaser. The Purchaser is solely responsible for determining whether the purchase of ARSI Tokens is suitable for them based on their own financial situation and investment objectives.

30th of April, 2023

**ARULSINGAM INVESTMENTS LTD**