

## **TERMS OF TOKEN SALE**

(hereinafter also as the “**Terms**”)

A PERSON INTENDING TO PARTICIPATE IN SYMM TOKEN GENERATION EVENT BY PURCHASING SYMM TOKENS SHALL READ CAREFULLY AND THOROUGHLY ALL THE DOCUMENTS PUBLISHED ON THE WEBSITE WWW.SYMMETRY.FUND. EVERY PERSON PURCHASING SYMM TOKENS WILL BE CONSIDERED AS HAVING FULL KNOWLEDGE OF THEIR RIGHTS AND DUTIES, AND AS ASSUMING ALL RISKS, AS THEY ARE DESCRIBED IN THE AFOREMENTIONED DOCUMENTS. YOU SHOULD RESIST FROM BUYING SYMM TOKENS IF YOU DO NOT CONSENT TO OR NOT FULLY UNDERSTAND THE MEANING OF THIS OR ANY ACCOMPANYING DOCUMENTS, OR THE PURPOSE OF THE SYMM TOKENS, OR THE RISKS IDENTIFIED THEREIN OR INHERENT TO THE HOLDING OF TOKENS. THE RISK OF ANY MISUNDERSTANDING LIES SOLELY ON YOU. YOU SHOULD CONTACT YOUR COUNTERPARTY LAWYER, AND OTHER CONSULTANTS, IF YOU REALISE THAT YOU HAVE DOUBTS. COMMUNICATING YOUR DOUBTS OR TROUBLES WITH CONCEIVING OF THE MEANING OF THE SAID DOCUMENTS DOES NOT EXEMPT FROM ANY AFOREMENTIONED RISKS AND DOES NOT RELOCATE THE RESPECTIVE RISKS.

BEFORE PURCHASING SYMM TOKENS YOU SHOULD MIND YOUR RESIDENCY, NATIONALITY AND THE FLUCTUATING POSITION OF MOST REGULATORS REGARDING ICO. THE TOKENS MAY LOSE VALUE DUE TO CHANGES IN GOVERNING LAW. YOU MAY BE EXCLUDED FROM HOLDING THE SYMM TOKENS AND NOT ALLOWED TO PURCHASE THEM UNDER EXISTING OR FUTURE DOCUMENTATION OF SYMM TOKEN GENERATION EVENT.

PLEASE, READ AND, AFTER PURCHASING SYMM TOKENS, REGULARLY REVIEW THE LIST OF COUNTRIES WHERE CIRCULATION OF SYMM TOKENS IS NOT ALLOWED BY THE ISSUER.

### **1. DEFINITIONS**

- 1.1. Agreement – these Terms and all other operating rules, policies, and procedures that may be issued by SYMM Ltd. and published from time to time on the Website (including privacy policy, cookie policy etc.).
- 1.2. Ethereum – a consensus network that enables a new payment system and a completely digital money; decentralized peer-to-peer payment network that is powered by its purchasers with no central authority or middlemen.

- 1.3. Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.
- 1.4. Smart contract means a digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of SYMM Tokens by the Purchaser.
- 1.5. SYMM Tokens distribution (ICO) – a restricted offering to the eligible Purchasers only from December 10, 2017, to April 10, 2018
- 1.6. Issuer’s Wallet means the Wallet used by the Issuer during SYMM Ltd. ICO to collect consideration for SYMM Tokens and having the following address: 0xbeada3257bff2d41ef6e563190e6624b57eacc89
- 1.7. KYC – “Know Your Customer” means anti-money laundering procedure used by the Issuer to determine the true identity of the Purchasers in accordance with all applicable laws and regulations.
- 1.8. SYMM Tokens – cryptographic tokens, which are software product (digital resources), created by the Website Owner as a proof of membership of their holders in the Symmetry Fund. Though, SYMM Tokens may have aspects in common with securities, SYMM Tokens are not securities, are not registered with any government entity as a security as of November 30, 2017. Pending Cayman Island Fund is in process of incorporation/formation and should be a legal entity representing rights of each SYMM Token holder by March 2018.
- 1.9. Purchaser – a person or legal entity offering to buy SYMM Tokens from the Issuer.
- 1.10. Website – the website maintained by SYMM Ltd., namely [www.symmetry.fund](http://www.symmetry.fund).
- 1.11. Issuer (Symmetry Fund) – is a closed-end tokenized investment company actively contributing to the development of the blockchain ecosystem; or depending on the context – SYMM Ltd., a company, registered under the laws of Cayman Islands (hereinafter also as the “**Company**” and the “**Website Owner**”).
- 1.12. Party or Parties – means either Issuer or Purchaser separately; or both Issuer and Purchaser altogether.

## **2. GENERAL INFORMATION**

- 2.1. These Terms are a legally binding agreement between you, the Purchaser, on the one part, and the Website Owner, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.
- 2.2. These Terms define basic mutual rights and obligations of the Website Owner and the Purchasers, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the SYMM Tokens.
- 2.3. By using the Website, the Purchasers accept these Terms in full and agree to be bound thereby and comply therewith.
- 2.4. These Terms are effective at the time the Purchasers begin using the Website. The Purchasers may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

- 2.5. The Purchaser acknowledges and accepts that:
- these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion, by updating this posting at the "Last Updated" section; the Purchaser's continued use of the Website after the amendments etc. shall constitute the Purchaser's consent hereto and acceptance hereof;
  - the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.
- 2.6. By using this Website, you covenant, represent, and warrant that:
- you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
  - you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), crypto currencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;
  - you are aware of your responsibility and liability as the Purchaser of the SYMM Tokens;
  - you have necessary and relevant experience and knowledge to deal with cryptographic tokens, crypto currencies and Blockchain-based systems, as well as you have full understanding of their framework,
  - you are not and do not represent a restricted person as set in section 4.8. of this Agreement.
- 2.7. You shall not use the Website if you are prohibited under the applicable law from using it. Any Purchaser that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of SYMM Tokens under the applicable law (including the individual law of Purchaser either as natural person or legal entity) should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.
- 2.8. The Company and the Purchaser are independent contractors, and neither party hereto, nor any of their respective affiliates, is an agent of the other for any purpose somehow related to this Agreement or has the authority to bind the other. Purchasing of the SYMM Tokens from the Company does not create any form of partnership, joint venture or any other similar relationship between the Purchaser and the Company. Ownership of the SYMM Tokens carries no rights, express or implied, other than the right to use the SYMM Tokens as specified in these Terms.
- 2.9. Acquisition of the SYMM Tokens from the Company does not present an exchange of payment (cryptocurrencies or fiat currencies) for any form of shares in any of Company Parties or the Intellectual Property. For the avoidance of doubt and irrespective of the provisions of the SYMM White Paper, the Purchaser is not entitled to any guaranteed form of dividends, revenue distributions, and voting rights in regards to the Issuer.

### **3. DISTRIBUTION**

- 3.1. The Issuer and the Initial Purchaser may enter into this Agreement (hereinafter also as the “**SYMM Sales Contract**”) by signing a written or digital document.
- 3.2. The digital form of the SYMM Sales Contract consists in the exchange of two electronic messages. Sending the request in the form published on the Website or transferring cryptocurrency to the Issuer’s Wallet constitutes an offer to buy SYMM Tokens and shall be treated as the consent to these Terms unless the parties explicitly agree otherwise.
- 3.3. In the form of request or otherwise the Issuer may require the Initial Purchaser to attach the documents specified in section 5 of these Terms. If the Purchaser attaches the said documents to his/her/its request, he/she/it consents to processing and storing the data therein by the Issuer or Symmetry Fund
- 3.4. Unless otherwise agreed, in order to buy SYMM Tokens, Purchaser should transfer Ethereum, or other currency as may be agreed between the Purchaser and the Issuer, and communicate to the Issuer the address of his/her/its Wallet and personal data specified in section 5 of these Terms. The said information shall be sent to [ico@symmetry.fund](mailto:ico@symmetry.fund).
- 3.5. The offer made during the Distribution shall not be treated as accepted by the Issuer until the Issuer transfers SYMM Tokens to the Purchaser’s Wallet.
- 3.6. Unless otherwise agreed, the Issuer transfers SYMM Tokens according to the following ratio:  
$$1 \text{ SYMM Token} = 0.1 \text{ ETH}$$
- 3.7. The Issuer may reject the offer of the Purchaser by a reverse transfer of cryptocurrency collected from him/her/it if the Purchaser has not sent the documents required under section 5 of these Terms, or the Issuer cannot identify the communicated documents with the Wallet, or the documents received by the Issuer do not meet requirements specified in section 5 of these Terms, or the Issuer suspects that the documents contain false information.

### **4. SALE OF SYMM TOKENS**

- 4.1. SYMM Tokens are available for purchase to the eligible Purchasers only during the period of SYMM Ltd. Initial Coin Offering set out herein. No more SYMM Tokens are available for purchase after the ICO period.
- 4.2. The number of the SYMM Tokens allowed for purchase by one Purchaser is not limited. The SYMM Tokens will not be issued again. The SYMM Tokens are Ethereum-based cryptographic tokens of value.
- 4.3. The SYMM Tokens are the proof of their holders’ ownership in the Symmetry Fund (a pending registration legal entity, to be operational by March 2018). The SYMM Tokens provide to their holders a right to receive 50% of monthly profits on the third (3<sup>rd</sup>) day of each calendar month. At the same time, 50% of profit will be compounded back into the portfolio. The Website Owner reserves the right to consult with the holders of the SYMM Tokens on the matters related to the

functioning of the Company. That includes voting on multiple subjects in regards to Company performance, reinvestment percentage and fees.

- 4.4. Buyback is the option for a Issuer (Symmetry Fund) to buy some or all of its shares from an investor. The buyback price is set at 0.1 ETH during the following periods: (i) February 10 – May 30, 2018, in regards to first round of the ICO and (ii) April 10 – July 30, 2018, in regards to first round of the ICO. Company buy back shares on the open market over an extended period of time and may have an outlined share repurchase program that buys back shares at certain times or at regular intervals.
- 4.5. SYMM Ltd. does not accept fiat currency as payment for SYMM Tokens. In order to buy SYMM Tokens with legal tender purchaser shall convert such funds into Bit coin (BTC) or Ethereum (ETH).
- 4.6. The SYMM Tokens purchased during the ICO may be sold and transferred by the purchaser at any time after the ICO via cryptocurrency exchanges if the SYMM Tokens are listed by that exchange. It is hereby stipulated and declared to be the intention of the Parties that 10% of the funds raised during ICO shall be used as a starting base for the reserve fund.
- 4.7. By buying SYMM Tokens hereunder the purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving SYMM Tokens are being used to facilitate any criminal or illegal activity. The Parties agree and are obliged to provide any necessary cooperation and mutual assistance in order to comply with the applicable anti-money laundering (AML) and combating the financing of terrorism (ATF/CFT) legislation and international practices.
- 4.8. Citizens and residents (either temporary or permanent ones) of Cayman Islands and Singapore (as well as citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective) are not eligible to participate in the ICO. You are only allowed to purchase SYMM Tokens if you comply with the aforementioned condition and in order to buy SYMM Tokens and by buying SYMM Tokens you covenant, represent, and warrant that you are neither a Singaporean citizen, nor Cayman Island citizen or temporary/permanent resident of Cayman Islands or Singapore, nor do you have a primary residence or domicile in the Cayman Islands or Singapore. Should this change at any time, you shall immediately notify SYMM Ltd. The Company shall reserve the right to refuse selling SYMM Tokens to anyone who does not meet criteria necessary for their buying, as set out hereunder and by the applicable law.
- 4.9. If a restricted person (under section 4.8. of this Agreement or in a breach of the applicable law) purchases the SYMM Tokens, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered into by the Restricted Person in respect of the Tokens shall be null and void, including, but not limited to, the following:
  - transactions resulting from acceptance of this Agreement;

- any transaction resulting from the acquisition of the SYMM Tokens; and
  - any payment operation.
- 4.10. None of the Parties shall be bound by a transaction or an operation specified in section 4.9, and the Issuer may, in its sole discretion:
- take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;
  - notify the relevant authorities on the transaction or the operation in question; and
  - retain all the funds paid by the restricted person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.
- 4.11. Company neither offer or distribute the SYMM Tokens nor carry on a business (activity) in any regulated activity in the USA, Singapore, or in other countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from Company to be registered or licensed with any applicable governmental authorities.
- 4.12. Funds collected through the SYMM Tokens sale will be utilized by the Issuer in its sole discretion that may be in accordance with the plan specified that may have been specified in the SYMM White Paper.

## **5. PERSONAL DATA**

- 5.1. To comply with KYC procedures, Purchaser consents to deliver, and allows the Issuer to process, the following personal data:
- name and surname (i.e. your full legal name);
  - country of residence/nationality;
  - scanned version of the ID issued by the government, that is valid for at least 6 months as of uploading date, which one could be a:
    - o passport (double page);
    - o national ID card (both sides);
    - o driving license (both sides);
  - date of birth (if not available on the ID document);
  - proof of residency, providing any of the following documents:
    - o bank statement of your current account;
    - o credit card statement;
    - o loan-related documents from a bank;
    - o utility bill (water, electricity etc.);
    - o broadband home internet bill, landline phone bill, bundles etc.;

- tax return, council tax bill;
    - government-issued certificate of residency;
  - mobile phone number;
  - photo of you holding your ID document next to your face, with your head and shoulders visible.
- 5.2. Any photocopies of documents showing photographs and signatures should be plainly legible and made in high quality with the resolution not less than 300 dpi.
- 5.3. Any documents to be presented pursuant to the KYC procedures shall be, or be translated, in English. Upon the Issuer's request, the Purchaser provides notarized copies.
- 5.4. 6.4. Issuer may verify the identity of the Purchaser and will keep the ID record.
- 5.5. 6.5. Processing of personal data is any operation, or set of operations, which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 5.6. Processing of personal data is carried out in order to fulfill the Parties' obligations under the SYMM Sale Contract, KYC provisions, consideration of complaints, information and other services.
- 5.7. The Issuer may require from the Purchaser a separately delivered consent to collection and processing of personal data.
- 5.8. At any time the Purchaser is entitled to withdraw his or her consent for processing of personal data, ask for erasure or change of the personal data by sending to the Issuer an email to the address ([ico@symmetry.fund](mailto:ico@symmetry.fund)). The Purchaser acknowledges that the Issuer may continue to process his or her personal data in cases allowed by the applicable legislation.
- 5.9. The Issuer may disclose the personal data to law enforcement officials and other authorities during litigation or as part of the investigation pursuant to a court order, injunction or in order of cooperation, as well as in other cases stipulated by applicable law.
- 5.10. The Issuer may share the personal data with third parties in order to reveal or suppress fraud or fix technical bugs or eliminate security problems.

## **6. THIRD-PARTY WEBSITES AND SERVICES**

- 6.1. The pages of the Website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by SYMM Ltd. In addition, SYMM Ltd. does not guarantee their safety and conformity with any Purchaser expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.
- 6.2. SYMM Ltd. assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## **7. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY**

- 7.1. This Website and the SYMM Tokens are provided on an “as is” and “as available” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your use of the Website and buying of any amount of the SYMM Tokens and their use.
- 7.2. You hereby expressly agree that, to the maximum extent permitted by the applicable law, the website owner does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this website or the material, information, software, facilities, services or content on this website, from buying of the SYMM Tokens or their use by the purchaser, regardless of the basis, upon which the liability is claimed and even if website owner has been advised of the possibility of such loss or damage.
- 7.3. You understand and agree that the website owner shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the SYMM Tokens.
- 7.4. The Website owner does not warrant or represent that any information on the website is accurate or reliable or that the website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Website owner shall not be liable for uninterpreted availability of the website at all times, in all countries and/or all geographic locations, or at any given time.
- 7.5. Although the SYMM Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. The Tokens are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.
- 7.6. The SYMM Tokens may be exchangeable on cryptographic token exchanges. However, none of Company Parties give warranties or representations that the SYMM Tokens will be exchangeable on such exchanges.
- 7.7. This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the SYMM Tokens and his activities generally.



- 8.2. In no way shall this Agreement entitle the Purchaser for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, purchaser interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by SYMM Ltd. and is protected by intellectual property rights and fair competition laws.
- 8.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the Purchaser hereunder are reserved by SYMM Ltd.

## **9. TAXES**

The Issuer makes no representations concerning the tax implications of the purchase, possession or transfer of SYMM Tokens. The Purchaser shall determine by himself if the purchase of SYMM Tokens, the payment with cryptocurrency, or the potential appreciation or depreciation of SYMM Tokens, has tax implications for the Purchaser in the jurisdiction of Purchaser's nationality, residency, incorporation, or headquarters. The Purchaser shall not hold the Issuer liable for any tax liability associated with, or arising from, the purchase of SYMM Tokens.

## **10. SEVERABILITY**

- 10.1. If these Terms are held void in any part, the remaining part of the SYMM Sales Contract shall not be affected.
- 10.2. The Parties to the SYMM Sales Contract are obligated to take all reasonable steps to supplement the SYMM Sales Contract with valid clauses that shall have the content most close to the content of void clauses.

## **11. GOVERNING LAW**

- 11.1. These Terms are governed by the laws of Cayman Islands. All the disputes not settled through the negotiations shall be resolved according to the laws of Cayman Islands.
- 11.2. The Terms and any legal relationship between the Parties arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Cayman Islands regardless conflict of laws rules. The Parties settle all their disputes arising out of or in connection with the Terms in accordance with the laws of the Cayman Islands.
- 11.3. The Purchasers agree to take all reasonable steps to settle amicably all disputes, disagreements or claims arising out of, or in connection with, execution, termination or rescission of the SYMM Sale Contract with the Issuer. The Purchaser shall send a message with its claim to the other party. The message in question shall contain the essentials of the claim and evidence supporting such claim.
- 11.4. If the Purchaser fails to reach an amicable settlement with the Issuer, the dispute shall be brought and heard exclusively in court of Cayman Islands.

## **12. FORCE MAJEURE**

- 12.1. The Issuer shall not be liable and disclaims all liability to the Purchaser in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 12.2. If an event of force majeure occurs, the Party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The Party hereto 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.

## **13. DISPUTE RESOLUTION**

- 13.1. The Parties shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it ("**Disputes**"). If the Parties hereto are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by the Parties hereto, such Dispute shall be finally settled in arbitration proceeding according to terms of this Agreement and applicable law.
- 13.2. Any Dispute is personal to the Purchaser and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## **14. TERMINATION OF AGREEMENT**

- 14.1. This Agreement shall terminate upon the performance of all obligations of the Parties hereof. In addition to the cases stated herein, the Company reserves the right to terminate this Agreement at any time in its sole discretion, including in the event that the Purchaser breaches this Agreement.
- 14.2. Upon termination of this Agreement:
- 14.3. all of the Purchaser's rights under this Agreement immediately terminate;
- 14.4. the Purchaser is not entitled to a refund of any amount paid, unless otherwise strictly provided herein; and
- 14.5. Clauses 1, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15 of this Agreement shall continue to apply in accordance with their terms.

## **15. MISCELLANEOUS**

- 15.1. The Purchaser consents to communicate with the Issuer by means of e-mail.
- 15.2. The Parties agree to use the facsimile signatures while delivering all necessary documents or claims. The Parties confirm that documents and claims signed by facsimile signature have the legal effect and are to be accepted and considered by the Parties. The Parties confirm that all e-mails sent from the authorized e-mail addresses are deemed to be sent and signed by the Parties.
- 15.3. All communications and documents to be made or given pursuant to the SYMM Sale Contract with the Issuer shall be executed in English unless agreed otherwise.
- 15.4. The Parties consider the following e-mail addresses as authorized: for the Issuer: [ico@symmetry.fund](mailto:ico@symmetry.fund) for the Purchaser: e-mail address provided by the Purchaser, if required by the Issuer.
- 15.5. Until one Party notifies the other one of the fact of the breach of security in respect of its authorized e-mail address, all actions and documents done and sent from the authorized e-mail address of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorized e-mail address. In that case the owner of the authorized e-mail address acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts. In these Terms, headings are inserted for the convenience of the parties only and are not to influence the interpretation of the SYMM Sale Contract. Words in the singular mean and include the plural and vice versa. Words used in any gender mean and include references to all other genders, unless it is explicitly provided otherwise.
- 15.6. The Company may assign the Company's rights and obligations under this Agreement without the Purchaser's consent.
- 15.7. The Company's failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision and will not limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.
- 15.8. This Agreement together with other documents that might be published from time to time on the Website constitutes the entire agreement between the Purchaser and the Company relating to purchase of the SYMM Tokens from the Issuer. To the extent this Agreement conflicts with the Website or any other document published from time to time on the Website (including but not limited to the White Paper), this Agreement prevails. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Purchaser and the Issuer, whether written or verbal, regarding the subject matter of this Agreement.