



AIIP

Terms and Conditions

Artificial Intelligence
Investment Platform

Powered by AIIP

www.aiip.io

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS

(THE "TERMS") AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE OR PROCEED WITH BUYING AIIP TOKENS.

DEFINITIONS
Accompanying Documents – other AIIP Tokens Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Whitepaper, Financial Model, Technical Specifications, Privacy Policy, etc.).

In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply.
Account – a dedicated space on Projects servers with personal access and verification of the unique User's identity for the purpose of AIIP Tokens acquisition, with an option to manage the virtual currencies transferred, as well as download necessary reports and financial documents, and other information required by the unique User.

Affiliates – any persons or entities that have any relation to the Website Owner, including, but not limited to partners, employees, agents and contractors of the

Website Owner.
AIIP – is a fully automated self-developed AI System for managing cryptocurrency assets 24/7 without human involvement. System is enabled by a mathematical engine, capable of forecasting future cryptocurrency asset values, using various types of artificial neural networks (ANNs), managing risks and trading strategies. AIIP contains a mechanism for defining multiple game strategies through the combination of different objectives and limitations. The system works simultaneously in Short and Long positions.

The system architecture represents the interaction of many software modules built on the basis of various mathematical models. AIP Token – a cryptographic token, not cryptocurrency, created by the TGE Company in accordance with the terms set out herein. The mentioned AIP Tokens are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such. AIP Tokens, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. Company – is Artificial Intelligence Investment Platform, an exempted company established under Cayman Islands law on January 12, 2021 with registration No BE-362089, which conducts the token generation event and may, subject always to its discretion, grant a benefit to the Purchasers in the form of airdrops based on the revenue realized by the Operating Company. Founders – individuals who took part in AIP development on early stages. Partnership – Founders association under Simple partnership agreement. Platform – is a package of software solutions enabling the automation of high-yield and sustainable management of multiple cryptocurrencies on various crypto exchanges based on a wide range of mathematical modeling tools, combined under the term "artificial intelligence" (AI) (Deep Learning, LSTM, NARX), developed on the basis of AIP.

Token Generation Event (TGE) is a business and technical act managed by the TGE Company that involves the technical generation of the Token in a blockchain-based network, and its launch to the market, in the form of a public sale subject to restrictions and limitation provided herein and on TGE Website. User (also referred to as “You”) – any person (including persons acting on a legal entity’s behalf), who uses the Website, with or without prior registration and authorization. The Website Owner reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in a certain phase of AIIP Tokens Sale (i.e. qualified investors, etc.) as shall be mentioned on the Website and Whitepaper. Website – the website maintained and owned by the Website Owner at <https://AIIP.io/> Website Owner (also referred to as “We”, “Us”) – Founder or the Company as the case may be. Whitepaper – one of the official Accompanying Documents published jointly by the Company and the Partnership on the Website, describing technical and marketing details of the AIIP Tokens Sale, the idea and purpose of Platform development, as well as respective pricing and Tokens features.

RESTRICTIONS
GENERAL PROVISIONS
PLEASE NOTE THAT THE WEBSITE, AND THE ENCRYPTED AIIP TOKENS PRODUCED AND ISSUED BY THE MEANS OF THE WEBSITE WILL NOT PERMIT ANY OFFERING, PURCHASE, POSSESSION AND EXCHANGE BY CITIZENS LOCATED IN JURISDICTIONS WHERE CROWDFUNDING PROJECTS BY MEANS OF THE ETHEREUM ERC20 TOKEN DIRECTED TO GENERAL PUBLIC MAY BE TREATED AS SECURITIES AND THUS REQUIRE REGISTRATION, FILING, LICENSING, OR REPORTING WITH THE FINANCIAL SUPERVISORY AUTHORITIES. YOU HAVE RESPONSIBILITY TO ASCERTAIN AND TO COMPLY WITH THE APPLICABLE SECURITIES AND BANKING LAWS IN YOUR JURISDICTION. PLEASE CONSIDER EXHIBIT A FOR MORE INFORMATION. SHOULD YOUR CHANGE YOUR RESIDENCY WITH THE COUNTRIES AS DESCRIBED ABOVE AT ANY TIME, YOU SHALL IMMEDIATELY NOTIFY US. WE SHALL RESERVE THE RIGHT TO REFUSE SELLING AIIP TOKENS TO ANYONE WHO DOES NOT MEET THE CRITERIA SET FORTH ABOVE.

GENERAL PROVISIONS

These Terms are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website and/or delete its Account. The User 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. The User's continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User's consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms. The User acknowledges and accepts that the Website Owner reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website due to technical difficulties, hackers' attacks, regulators or courts orders etc. By using this Website each User covenants, represents, and warrants that (under the applicable law and law of the country of User's residence):

- he (she) is of an age of majority to enter into this Terms (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into an agreement with the Website Owner and in doing so will not violate any other agreement to which he (she) is a party;
- he (she) has necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

- if he (she) is a corporation, governmental organization or other legal entity, he (she) has the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;
- he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- he (she) is not a resident or citizen of jurisdictions which have certain token/cryptocurrency sale restrictions.
- A User shall not use the Website if under the law of the country of User's residence he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of AIP Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website. Before using the Website and/or purchasing AIP Tokens a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and TGE procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these Terms. By using the Website each and any User confirms that he (she) has fully read and understood not only these Terms, but any Accompanying Documents and fully accepts their terms. The third-party content, advertisements, links, promotions, logos and other materials may be displayed on the Website (collectively, the "Third-Party Content") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content.

Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

THE AIM For all details related to AIP Tokens, Users should reference and refer to the Whitepaper and Accompanying Documents. The User understands and accepts that the Platform is currently in development phase and requires further development work. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Platform, the User understands and accepts that an upgrade of Platform may be required.

The User acknowledges that any expectations regarding the form and functionality of the Platform held by the User may not be met upon release, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Platform. The Partnership and the Platform development team do not support any unfair or fraudulent practices and confirm their intention to develop and launch the Platform. However, due to the risks, associated with cryptocurrency and digital tokens market (including those described herein), the User understands and accepts that while the Platform development team will make reasonable efforts to complete the mentioned project.

ACCEPTABLE USE POLICY You must only use the content or services provided through this Website for their stated purpose. You must not use this Website to:

- a. publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- b. display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- c. interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;
- d. violate any applicable laws or regulations;
- e. use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;
- f. create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or any Founder, or fraudulently or otherwise misrepresent that You have an affiliation with a person, entity or group;
- g. mislead or deceive Us, our representatives and any third parties who may rely on the information provided by You, by providing inaccurate or false information, which includes omissions of information;
- h. disguise the origin of any material transmitted through the services provided by the Website (whether by forging message/packet headers or otherwise manipulating normal identification information);

- i. violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;
- j. upload files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- k. send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material;

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- l. access any content, area or functionality of the Website that You are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of the Website;
- m. obtain unauthorized access to or interfere with the performance of the servers which host the Website or provide the services on the Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
- n. attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- p. harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner using the Website;
- q. use any part of the Website other than for its intended purpose; or
- r. use the Website to engage in or promote any activity that violates these Terms.

USER'S WEBSITE REGISTRATION AND USER'S ACCOUNT

For the purpose of AIP Tokens sale, the Website Owner will register You (upon Your request), on the Website and create an individual Account with Your respective login and password. The detailed procedure of Account registration is specified in the White Paper. Please note that the registration will be completed only after successful completion of the KYC procedure carried by a reputable provider engaged by the Company ("KYC Provider"). You warrant that any and all information provided for the purpose of Your Account creation is valid, current, complete and accurate. Registration data and other information about You is subject to the Privacy Policy available on the Website and privacy policy circulated by KYC Provider. Within the Account functionality the Partnership will provide the User with access to the crypto wallet ("Wallet"). In order to purchase the AIP Tokens, the User shall transfer the cryptocurrency funds to the Wallet. The receipt and withdrawal of funds in Wallets are arranged by the Partnership via Blockchain. The Terms and Conditions of TGE – a document specifying AIP Token purchase terms and conditions as well as rights of the Token holders is available to Users in the Account. You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Website Owner of any unauthorized Account activity You may be aware of and modify Your login information respectively. You are solely responsible for any loss (including losses of funds kept in the Wallet) or damage You or We may suffer as a result of Your failure to do so. You may deactivate Your registration with the Website, at any time and for any reason by sending respective request in the contact form on the Website.

Please note that in this case Tokens may not be transferred to another crypto wallet. We may terminate Your use of and registration with the Website at any time if You violate these Terms or any other Accompanying Documents of the Website Owner, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any third party, when we find such measures reasonable and/or necessary in a particular situation.

INDEMNIFICATION

The User shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder. You shall not have any claim of any nature whatsoever against Us for any failure by Us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to AIP Tokens Sale, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Us, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

NO WARRANTIES AND LIMITATION OF LIABILITY

This Website and the AIP Tokens are provided on an “as is” 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 AIP Tokens and their use. You hereby expressly agree that the Website Owner or its Affiliates do 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 AIP Tokens or their use by the User, regardless of the basis, upon which the liability is claimed. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning use of this Website and use and buying of the AIP Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the AIP Tokens. You agree to be solely responsible for any applicable taxes imposed on tokens purchased hereunder. The Website owner does not warrant or represent that any information on the Website is accurate or reliable due to the 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 uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with Users, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you. We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.

We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.

Security measures have been implemented to ensure the safety and integrity of any of the services related to the AIIP Tokens Sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring. This document or any other document, produced and signed by Us, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product. There are no warranties and/or guarantees given that AIIP Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange except for cases expressly provided in White Paper and/or Accompanying Documents. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and We do not give any warranties in regard to any exchange services providers.

INTELLECTUAL PROPERTY RIGHTS

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 run this Website and his activities generally. In no way shall this Terms entitle any User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user 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 the Website Owner and is protected by national and international intellectual property rights protection laws. There are no implied licenses under these Terms, and any rights not expressly granted to the User hereunder are reserved by the Website Owner.

APPLICABLE LAW AND DISPUTE RESOLUTION

All questions concerning the construction, validity, enforcement and interpretation of this Terms shall be governed by and construed and enforced in accordance with the Cayman Islands laws. To resolve any dispute, controversy or claim between them arising out of or relating to this Terms, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less Terms sixty (60) days following written notification of such controversy or claim to the other Party.

MISCELLANEOUS

Termination and Suspension:

Notwithstanding anything contained herein, We reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend Your right to access the Website, including (but not limited to) in case of your breach of these Terms or if the Website Owner believes you have committed fraud, negligence or other misconduct. You may terminate these Terms without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon our termination of these Terms or Our suspension of Your access to

Artificial Intelligence Investment Platform

www.aiip.io admin@aiip.io the Website. In the event of any Force Majeure Event (as defined in "Miscellaneous" section), breach of this Terms, or any other event that would make provision of given by Us commercially unreasonable for the Platform, we may, in our discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of our services/Website. We may terminate Your access to the Website in our sole discretion, immediately and without prior notice, and delete or deactivate Your Account and all related information and files in such Account without liability to You, including, for instance, in the event that You breach any term of these Terms. In the event of termination, TGE Company will attempt to return any funds stored in your Account, unless We believe You have committed fraud, negligence or other misconduct.

Assignment:

The Website Owner may, at its sole discretion, assign any of its rights and/or delegate its duties under this Terms (including, but not limited any and all intellectual property rights for the all the intellectual property rights objects contained on the Website to any third party at any time. You may not assign Your rights or delegate Your duties as Website User, and any assignment or delegation without the previous written consent of the Website Owner shall be null and void. The Website Owner will authorize the assignment upon successful KYC completion.

Severability:

If any term, provision, covenant or restriction of this Terms is held by court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

Communication and notices:

Any communication concerning these Terms execution and/or violation should be conducted only via email of the User and through the Website Owner's contact form on the Website. The User's official email for communication shall be deemed the email specified by the User during the Account registration process. The one and only language of the communication shall be English. We may provide any notice to You under this Terms by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with Your account. Notices We provide by posting on the Website will be effective upon posting and notices We provide by email will be effective when We send the email. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when We send the email, whether or not You actually receive or read the email.

State Policies:

The Website Owner and its Affiliates strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the Website Owner in fulfillment of the mentioned regulations and provide any necessary information if such is required from the User by the authorized authority.

Force Majeure Events:

We shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government or export authorities, communications, power failure, or equipment or software malfunction or any other cause beyond Our reasonable control (each, a "Force Majeure Event").

Headings:

Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in these Terms shall survive any termination or expiration of these Terms

Potential future requirements to register with the Cayman Islands Monetary Authority (CIMA)

Artificial Intelligence Investment Platform(AIIP) is not currently required to register with, and is not supervised by, CIMA or any other regulatory authority in the Cayman Islands. Neither CIMA nor any other regulatory authority in the Cayman Islands has passed upon or approved these General Terms and Conditions or the offering of tokens by AIIP nor is it intended that they will do so at this time. Despite the foregoing, the Cayman Islands Government enacted the Virtual Assets (Service Providers) Law, 2021 (the VASP Law), which will come into force upon issue of a commencement order. It is not yet known when the commencement order will be issued. Pursuant to the VASP Law, the sale of tokens by AIIP will be regarded as an "issuance of virtual assets" for the purposes of that law and, accordingly, AIIP will be required to register with CIMA and pay a prescribed application and registration fee to CIMA. Once registered, AIIP will then be required to submit a request to CIMA for approval of the issuance of the AIIP tokens. The issuance must not exceed a "prescribed threshold", but it is not yet known what the prescribed threshold will be and we are currently awaiting regulations and /or further guidance from CIMA on this point. The prescribed threshold, once announced, will be an amount in fiat currency that can be raised by issuers (such as AIIP) within a given timeframe.

AIIP intends to raise up to US\$[27,000,000] from the sale of AIIP tokens. Although sales of tokens over the prescribed threshold will not be prohibited in or from the Cayman Islands, issuers (including AIIP) that intend to raise funds over the prescribed threshold will be required to conduct the sale through a "virtual asset trading platform" (a VATP) that is either licensed in the Cayman Islands or that is licensed or registered and is supervised for virtual asset services by a government regulatory body in another non-high-risk jurisdiction (as defined in the VASP Law). There is no guarantee that CIMA will register AIIP. When applying for registration, CIMA will consider, amongst other matters:

- a. the size, scope and complexity of the virtual asset service carried on by the applicant, the underlying technology, method of delivery of the service and virtual asset utilized;
- b. the knowledge, expertise and experience of the applicant;
- c. the anti-money laundering (AML) procedures and data protection safeguards in place for the applicant;
- d. the similarity of the virtual asset service to activities under the Securities Investment Business Law (Revised) (the SIB Law) or any other regulatory laws;
- e. the risks that the virtual asset service may pose to existing clients, future clients, other licensees or to the financial system of the Cayman Islands;
- f. the net worth, capital reserves and financial stability of the applicant;
- (g) the applicant's ability to comply with the VASP Law and the relevant requirements of the AML regulations; and
- (h) whether the applicant's senior officers and ultimate beneficial owners are fit and proper persons.

If AIIP is successfully registered, there is also no guarantee that CIMA will permit AIIP to carry on the token sale. When considering the token sale, CIMA will apply additional considerations including, amongst other matters:

- a. the nature of the token;
- b. whether the token interferes with the functions of CIMA relating to AML, combating of terrorist financing and anti-proliferation financing;
- c. whether the token is a security as defined under the SIB Law;
- d. the function and purpose of the token;
- e. whether AIIP wishes to solicit the public directly for the purchase of the tokens;
- f. the total number of tokens that will be issued and available for purchase by the issuance and the amount to be raised in the issuance;
- g. the AML processes utilized by or available to AIIP;
- h. the accuracy and completeness of disclosures to be made to the public regarding the issuance of the tokens.

CIMA may require AIIP to comply with certain requirements that AIIP does not currently undertake. These may include the appointment of third party professional AML officers and administrators or the requirement for AIIP to prepare policies or enter into other documentation or arrangements which could incur further expense. Furthermore, if CIMA decides to reject any applications made by AIIP, further costs could be incurred in reapplying for registration or for the token sale. As the costs of the registration process and the costs for applying for a token sale are not yet known, these costs could exceed the funds currently held by the sponsors or the funds raised through any token sale carried on prior to the commencement of the VASP Law. Further to the above, CIMA could also require AIIP to apply for a licence instead of registration and the costs of obtaining such licence could be considerable

It is likely that these costs (or any costs in relation to the registration of AIIP and the application for permission to issue tokens) will be paid from funds raised from token sales made by AIIP prior to the commencement of the VASP Law. If the AIIP token sale exceeds the prescribed threshold, there is no guarantee that AIIP will be able to find a suitable VATP. Currently, there are no VATPs licensed in the Cayman Islands and it is not known whether any will be licensed in future. Furthermore, AIIP may be unable to find a suitable VATP in an appropriately licensed or registered and supervised non-high-risk jurisdiction. If this occurs, AIIP may be forced either to:

- a. lower its intended raise to a sum that is below the prescribed threshold;
- b. delay the token sale (and the underlying project) until a suitable VATP can be found;
- c. cancel the token sale. The costs of carrying out the token sale through a VATP is also currently unknown at this stage and it is likely that such costs will be paid from funds raised from the token sale prior to the commencement of the VASP Law.

Once registered, AIIP will have ongoing obligations under the VASP Law. These include (amongst other things):

- a. undertaking audits of its AML systems and procedures at the request of CIMA;
 - b. preparing audited accounts and submitting those to CIMA annually;
 - c. making sure its senior officers and beneficial owners are fit and proper persons;
 - d. obtaining prior approval from CIMA to appoint senior officers or AML compliance officers;
 - e. providing certain notices to CIMA confirming their compliance with the AML regulations and data protection laws and ensuring that all communications relating to the virtual asset service are accurate;
 - f. designating an employee as the officer with responsibility for the procedures for combating money laundering, terrorist financing and proliferation financing;
 - g. obtaining prior approval from CIMA before issuing or transferring shares of AIIP.
- AIIP intends to comply in all respects with the VASP Law applicable to it once the VASP Law comes into force. Such compliance may cause AIIP to incur additional expenses.

Potential delay and amendment of token sale

It is not yet known when the VASP Law will commence. If the sale of AIIP tokens has not concluded before the VASP Law is commenced, the token sale will be paused so that AIIP can comply with the VASP Law and obtain permission from CIMA to complete the token sale. This may lead to lengthy delays until the token sale is complete. Furthermore, the terms and conditions entered into by purchasers of tokens prior to the commencement of the VASP Law will likely be different to the terms and conditions following CIMA approval of the token sale. Any amendments to the terms and conditions will be published on the AIIP website and Purchasers will be required to comply with the updated terms and conditions.

Potential future designation of the token as a security

The SIB Law has also been amended to contemplate virtual assets. Like the VASP Law, it is not yet known when the commencement order bringing these amendments into force will be issued. However, once in force, it is possible that the AIIP token will be considered to be a security under the SIB Law. This is because the definition of "securities" will be extended to include virtual assets which can be sold, traded or exchanged immediately or at any time in the future that (a) represent or can be converted into any of the securities listed in Schedule 1 of the SIB Law or (b) represent a derivative of any of the securities listed in Schedule 1 of the SIB Law. The securities listed in Schedule 1 of the SIB Law are traditional securities including equity interests, debt instruments, options and futures. If the AIIP token is considered a security under the SIB Law, this may impact AIIP's ability to list the tokens on digital asset exchanges or VATPs. This may also impact the purchasing considerations of token purchasers. Law and the SIB Law.

Notwithstanding that the AIP token may in future be considered a security under the laws of the Cayman Islands, it is likely that AIP itself will not be required to register or be licensed under the SIB Law because one significant exclusion applies for private issuers of virtual assets that are considered securities under the SIB Law; namely, where a private issuer issues its own virtual assets. AIP intends to rely upon this exclusion if the token is considered a security. Upon AIP's application for permission to carry on a token sale under the VASP Law, CIMA may also make a determination that the token is a security. If CIMA makes this determination, and any appeal is rejected, the token will be considered a security under the laws of the Cayman Islands both under the VASP

This Term and Conditions
was developed in cooperation and with advice
of Betconix and Bodden&Bodden





Michael Liberman

- CEO

Known as one of those who founded AIPP. Michael has over 20 years of experience in working with the largest global companies, governmental organizations, and well-known startups. Michael is a Magister in Computer Science. He graduated from the University of Massachusetts and from Mississippi State University. Over these years, he worked as a senior executive for product security, CEO, Head of Architecture and Labs at Ping Identity, scientist, and researcher.



Jeong Yang

- Blockchain and Software

Bachelor of science. His major field was related to HTTP/2 protocol. He has vast experience in working as a developer and a software engineer. Before he joined a small studio in Singapore, he was dealing with the developing of software for one of the banks in Switzerland. When working in that company, he got to know about Bitcoin and lighting. Jeong became involved in LND and other projects in that field. Exploring more about the industry, he understood the necessity to devote more time to working on Lightning Network backend services.



Tykera Cross

- Marketing

Has a huge experience in working with reputable and reliable clients from all over the world. She took leading positions in several consulting companies working globally with international clients. She gained a lot of new experience in consulting and business management. Laura graduated from Bocconi University with a Bachelor of Arts in Economics, statistics, and econometrics. She also graduated from the Zurich Elite Business School.



Andrew Shafarevich

- UX

Experienced specialist in Digital Marketing. His experience of work includes 7 years of serving for one of the largest European e-commerce sites. Except for Digital Marketing, his occupation includes more specific fields of Graphic & UI/UX Design, which requires dealing with the most advanced tools and technologies. Andrew is one of the specialists who are coping with different projects. That is why one of his most demanded skills is creativity, using which he can produce the best design ideas for any brand.



Thank you