

TERMS OF VOX TOKEN SALE

I. GENERAL

The website www.talketh.io (the "Website") is operated by Horizon Globex GmbH, CHE-115.722.367, Baarer Str. 57, 6304 Zug, Switzerland (the "Company") to provide information about the Talketh Project (as defined below) and the Talketh Application (as defined below) available as a smartphone app as follows:

Apple iOS: <https://itunes.apple.com/gb/app/talketh/id1353796855?mt=8>
Android: <https://play.google.com/store/apps/details?id=io.talketh&hl=en>

The Website also provides information about the sale of VOX Tokens (the "VOX Token Sale").

The Company is a commercial entity proceeding to the VOX Token Sale within the scope of its commercial activity. The Company is not acting as a financial entity or as an asset manager in the framework of the VOX Token Sale. The Contributions (as defined below) collected through the VOX Token Sale will be used, at the Company's sole discretion, to expand and further develop the commercial activities of the Company in connection to the Talketh Project (as defined below).

II. DEFINITIONS

Approved Amount means the amount of fiat money or cryptocurrency indicated by the Interested Person in the KYC Check and approved by the Company to purchase VOX Tokens.

Approved Personal Bank Account means the Interested Person's bank account indicated by the Interested Person in the KYC Check and approved for the purchase VOX Tokens.

Approved Personal Wallet means the Interested Person's Ethereum wallet indicated by the Interested Person in the KYC Check and approved for the purchase VOX Tokens.

BTC means the Bitcoin cryptocurrency.

CHF means the Swiss Franc fiat currency.

Company means Horizon Globex GmbH, CHE-115.722.367, Baarerstr. 57, 6304 Zug, Switzerland.

Contribution means the amount paid by the Participant and received in CHF or cryptocurrency as a result of the VOX Token Sale.

Contribution Period: The public contribution period starts on 5th September 2018 at 12:00 CET and concludes on the 31st December 2018 at 12:00 CET, or earlier if all the VOX Tokens are sold.

ERC20 means the technical standard used for smart contracts on the Ethereum blockchain for implementing tokens.

ETH means the Ethereum cryptocurrency.

Ethereum means the public, blockchain-based distributed computing platform and operating system featuring smart contract (scripting) functionality.

Interested Person means a person (male or female independently from the pronoun used in these Terms) or an entity who visits the Website and submits a request for KYC Check.

KYC Approval means the notification sent to the Interested Person that his KYC Check was successful and he can participate in the VOX Token Sale.

KYC Check means the collection of information from the Interested Person and their analysis by the appointed financial intermediary, in order to assess from an anti-money laundering perspective if the Interested Person shall be allowed to participate in the VOX Token Sale.

Participant means a person (male or female independently from the pronoun used in these Terms) or an entity who successfully passed the KYC Check and received the KYC Approval.

Privacy Policy means the Company's statement that discloses all of the ways Company gathers, uses, discloses, and manages Participants data and is available on the Website.

Smart Contract means the ERC20 smart contract software developed by the Company for the VOX Token Sale.

Talketh Application means the software that shall allow users (among them the Participants) to access the internet phone call services, internet solution to send and receive text messages using a Short Message Services (SMS) and other Company digital services available inside the application offered by the Company from a smartphone or tablet.

Talketh Project means the vision of the Company to offer a unique opportunity to deliver affordable internet phone calls to everyone by combining the power of the blockchain with the availability of its proven internet calling and messaging service on all of the world's smartphones.

Terms means these Terms of VOX Token Sale, including the Appendix I-IV as of October 24th 2018.

USD means the US Dollar fiat currency

VOX Tokens means cryptographic ERC20 tokens existent on the Ethereum blockchain that may be redeemed any time after the VOX Token Sale for Talketh Project in-app call and messaging credit.

VOX Public Wallet means the Ethereum public address for VOX Tokens where the Participant shall redeem the VOX Tokens for credit and the address from which the Company shall publish its ERC20 smart contract. The Company's Ethereum address is 0x37190e277ef2ebb1f0ec0c689f98b9e9c09684f5.

Whitepaper means the document published under <http://www.talketh.io/> as of October 24th 2018.

III. TERMS

The Terms set forth general rules and procedure of the VOX Token Sale by the Company, as well as their purchase by Participants.

The Terms constitute a binding agreement between the Company and the Participant as well as the Company and all Interested Persons.

The content of the Whitepaper, the Website (including blog and social media as LinkedIn, Twitter, Facebook, Instagram etc.) and websites accessible from hyperlinks on the Website, any press release or article regarding the Company or the Talketh Project do not form an integral part of these Terms and must not be held as modifying or amending them in any way.

These Terms provide certain information with regards to purchasing and using VOX Tokens, but they do not purport to contain all information relating to VOX Tokens. In particular, they are not deemed to provide (and must not be held as such) any advice relating to the Participant's decision whether or not to purchase VOX Tokens and must not be considered as providing complete information in relation to such a decision.

With the submission of the KYC Check, the Interested Person confirms that he has fully read, understood and irrevocably accepted these Terms, including the Privacy Policy. He understands that upon notification that he successfully passed KYC Check he becomes a Participant. Persons or entities not agreeing to these Terms in general or any part of it should entirely withhold from using the Website and/or purchasing VOX Tokens.

IV. TALKETH PROJECT

The Interested Person/Participant understands and accepts that the execution of the Talketh Project is solely and exclusively of the competence of the Company.

The Talketh Application is owned by the Company conducting the VOX Token Sale.

The Company shall be entirely free in its way of expanding, further developing and executing the Talketh Project, in particular (and among other measures) by engaging with any telecommunication and/or data-center operators it would deem necessary to perform the voice and Short Message Services ("SMS") required in execution of the Talketh Project. The scope of the telecommunications work will be dependent on, and triggered by, the amount received in cryptocurrency or fiat money as a result of the VOX Token Sale.

The Interested Person/Participant understands and agrees that the Company will receive the full amount of the Contributions. The Company will allocate the Contributions in accordance with Appendix I, but (within this general frame) decides in its sole discretion how to allocate the Contributions in order to expand, further develop and execute the Talketh Project. This may include allocation to cover expenses, charges and other costs that may arise to the Company and/or its subcontractors as part of the expansion, further development and execution of the Talketh Project.

The Interested Person/Participant understands and agrees that the Talketh Project is currently live and will need to be expanded and further developed in order to remain competitive. As a consequence, it may undergo significant conceptual, technical and commercial changes going forward, the identification and implementation of which are fully and entirely of the Company's discretion.

The Interested Person/Participant is aware of the risk that all or parts of the Talketh Project could, due to a lack of public interest, be fully or partially abandoned, suspended, remain commercially unsuccessful or be shut down for lack of funds, regulatory reasons or any other reasons. Such reasons, as well as any of their consequences, shall be assessed and evaluated by the Company alone, who shall be fully and entirely free to take any and all measures it would deem necessary or appropriate. The Company doesn't promise or guarantee in any way the successor full execution of the Talketh Project.

V. SMART CONTRACT

The Smart Contract is available on the Website and published on the Ethereum blockchain under the VOX Public Wallet address. Any information given or inferred from this software is not, and shall not be held as, part of these Terms.

VOX Tokens that are transferred from an Ethereum public address to the VOX Public Wallet shall immediately be redeemed by the Talketh Project in exchange exclusively for Talketh Application credit and upon such redemption the Participant shall receive a 30% bonus credit reward for sole consumption inside the Talketh Application. All redeemed VOX Tokens shall immediately be burned according to the Ethereum ERC20 standard.

It is sole responsibility of the Participant to transfer VOX Tokens to the VOX Public Wallet for redemption from a public Ethereum address that has previously been registered with the Talketh Application, available as follows:

Apple iOS: <https://itunes.apple.com/gb/app/talketh/id1353796855?mt=8>
Android: <https://play.google.com/store/apps/details?id=io.talketh&hl=en>

The Participant must access and redeem VOX Tokens using an ERC20-compliant wallet. The Participant will be prompted to insert a new address that he controls during the KYC Check in order to allow the Company to transfer the VOX Tokens to him. It is the Participant's sole responsibility to not lose his VOX Tokens, in particular by losing access to the keys which allow access to his wallet and/or allowing malicious third parties to access his keys and/or his wallet. The Participant acknowledges and accepts that the Company shall not be held liable for any loss of VOX Tokens during the process of transfer to, or in any way use of, the VOX ETH Public Address.

VI. VOX TOKEN FUNCTIONALITY

The Company has implemented the relevant blockchain technology such that each VOX Token can be redeemed to allow digital access to the Talketh Application in the form of credit to be used within the Talketh Application and, exclusively upon such VOX Token redemption, the Participant shall receive a 30% bonus credit reward to be used within the Talketh Application, provided the Talketh Project has not been abandoned

The prices on the Talketh Application are expressed in microETH (1/1'000'000 ETH) and are pegged to the USD. A VOX Token will be redeemed at a value of CHF 1 and converted to USD at the prevailing exchange rate or redeemed, if any, at the prevailing VOX/ETH exchange rate.

VOX Tokens carry no rights express or implied in the Talketh Project other than the right to be redeemed as described above for credit to be used within the Talketh Application and receive a 30% credit reward to be used within the Talketh Application, provided that the Talketh Project has not been abandoned. In particular, the Participant understands and accepts that he has no right to claim as holder of VOX Token(s) any asset, intellectual property rights, equity or equivalent rights in the Talketh Project or the Company.

The Participant also agrees and accepts that upon transfer of VOX Tokens to a third party, he will forfeit his right to redeem the VOX Tokens and he shall not be entitled to any credit on the Talketh Application for such transferred VOX Tokens. The Company, however, may at its sole discretion and without any obligation to do so confer credit on the Talketh Application to this third party.

VOX Tokens neither provide Participant with a conversion right into shares of the Company or other equity of the Company nor any other right whatsoever, nor represent or confer any ownership right or stake, share or security or equivalent rights, voting right or any right to receive dividends, future revenue shares, intellectual property rights or any other form of participation in the Company and/or its corporate affiliates and/or the Talketh Project. The Participant understands and accepts that he will have no influence over governance of the Company and the Talketh Project.

VOX Tokens are only meant to be used to receive credit and credit rewards on the Talketh Application.

Nothing in these Terms shall be construed as an approval in the conditions for issue or consent by the Participants in accordance with art. 973c Section 1 of the Swiss Code of Obligation to issue uncertificated securities or as will of the parties to issue a certificated security

VII. TERMS OF THE VOX TOKEN SALE

1. VOX TOKEN SALE OFFER AND ACCEPTANCE

1.1. VOX Tokens are available for purchase to Participants only during the Contribution Period defined in the Specific Terms (Appendix II) and also published on the Website.

1.2. The Company's publication on the Website of information about the VOX Token Sale shall not be considered as an offer by the Company to sell VOX Tokens.

1.3. The submission by a person or entity for the KYC Check shall be considered as the offer (valid until the end of the Contribution Period as described in Appendix II) by this person to the Company to purchase VOX Tokens (the "Offer") in the specified amount. The Company shall be entitled in its sole discretion to decide if this person or entity shall participate to the VOX Token Sale and become a Participant.

1.4 The agreement between the Company and the Participant shall become binding upon notification to the Participant that he successfully passed the KYC Check. From this moment on, the Offer shall be considered formally accepted by the Company and the Participant shall be obliged to pay the Approved Amount.

1.5 The agreement between the Company and the Participant shall be deemed dissolved if at the moment of receipt of the Approved Amount by the Company or the appointed financial intermediary no VOX Tokens are available because they have been already sold. If the Approved Amount exceeds the amount of available VOX Tokens to be assigned, the agreement shall be deemed dissolved only with respect to this amount and the available VOX Tokens shall be transferred to this Participant. The Participant is aware that transfer in fiat money may take considerably longer than transfers in BTC or ETH and therefore the risk of not receiving VOX Tokens is higher.

1.6. The Company is not publicly offering VOX Tokens for sale. Any published information concerning VOX Tokens Sale presented on any other website or internet resource shall not be considered as an offer by the Company shall not put any obligations upon the Company.

2. PRICE AND PAYMENT PROCEDURE

2.1. The price of one VOX Token is set forth in CHF and is mentioned in the Specific Terms (Appendix II).

2.2. The Company accepts fiat currencies and cryptocurrencies (as set forth in Appendix II) as payment for VOX Tokens. The Participant is solely responsible for any exchange rate applicable, for any transaction fee charged by his bank, as well as for any delay in the transfer of his funds to the Company's bank account.

2.3. To purchase VOX Tokens, the Participant shall only send the Approved Amount in fiat currencies or cryptocurrencies from his Approved Personal Bank Account or Approved Personal Wallet. The Participant undertakes to control solely the address and/or the wallet and/or the bank account used for the Approved Amount, shall not act on behalf of any third party, and shall not transfer the control of the mentioned address, wallet or bank account to any third party.

2.4 Should the Participant's funds be credited on the Company's or the therefor appointed intermediary's bank account or wallet and the Participant not receive any VOX Token or VOX Tokens not commensurate to the Approved Amount (see Section VII.1.5.), the Company will refund or instruct to refund the credited or remaining amount.

2.5 Should the Participant's funds be credited on the Company's or the therefor appointed intermediary's bank account or wallet after the end of the Contribution Period, the Company will decide, in its sole discretion, whether or not the Participant shall be entitled to purchase VOX Tokens not already assigned.

If not, the Company will transfer the funds back. Any fee charged for such transfer shall be paid by the Participant; any loss related to exchange rates shall be borne by the Participant.

2.6. The Participant is not entitled to send any funds to purchase VOX Tokens until the VOX Token Sale has officially begun, except for the case of any VOX Token private sales that may take place before the Contribution Period and is conducted only among a limited number of persons as shall be defined by the Company in its sole discretion. The Participant is not entitled to send any cryptocurrency to purchase VOX Tokens after the end of the Contribution Period.

2.7. The VOX Tokens shall be sent to the Participant's Approved Personal Wallet via Smart Contract upon receipt of the Approved Amount. In order to receive VOX Tokens, the Participant is obliged to strictly follow any and all requirements and procedures set forth by the Company, as shall be mentioned on the Website or otherwise communicated by the Company to the Participant. The Company shall not be held liable for inability of the Participant to receive or use VOX Tokens because of Participant's failure to follow any of the requirements and procedures of the Company or due to any possible misrepresentations of the Participant. No refunds, or any other type of repayment, of Contributions shall be made in such cases.

2.8. The purchase of the VOX Tokens by the Participant from the Company is final, and, thus, there are no refunds and/or cancellations. By purchasing VOX Tokens, the Participant understands and agrees that he shall expect no return, interest, dividend, increase of value or even repayment by the Company of the substance of his Contribution.

2.9. The Company will not store VOX Tokens on a Participant's behalf and does not have any access to any passwords or key of any Participant's wallet. Any Participant's VOX Tokens shall be stored in the Participant's own wallet. The Participant is the sole responsible to ensure the correct keeping, in full security, of any and all access information relating to his wallet. The Company shall have no responsibility or liability in this context.

2.10. The Participant understands and agrees that the purchase transactions of VOX Tokens shall be stored on the Ethereum blockchain and available for reference and check.

3. KYC & AML REGULATIONS

3.1. Every Participant must comply with the applicable anti-money laundering regulations, in particular the Swiss Anti-Money Laundering Act (RS 955.0) and cooperate for the identification process according to the provisions for the prevention of money laundering and for the KYC Check. The Company is entitled to use sub-contractors to fulfill the KYC obligations and the Participant agrees to fully cooperate with any sub-contractor for this purpose. The Participant must in particular (without limitation) answer fully and truthfully to any question or information request in relation to any anti-money laundering requirements, by the Company or any sub-contractor.

3.2. The Company maintains a KYC policy to comply with the recordkeeping requirements. The Company reserves the right, at its sole discretion, to determine the appropriate verification level for any Participant and may, from time to time, implement policies restricting or strengthening verification levels by nationality, country of residence, or any other factor. This may temporarily or definitely affect Participant's possibility or right to purchase VOX Tokens or to convert VOX Tokens into Talketh Application credit. The Participant agrees to fully indemnify the Company against any losses associated with an inability to purchase, withdraw, or use VOX Tokens.

3.3. The Company aims to identify each prospective purchaser of VOX Tokens and to cross-check Participant's data against governmental watch lists, including, but not limited to, the specifically designated nationals and blocked persons list maintained by Office of Foreign Assets Control (OFAC), as well as third-party identity verification and authentication services. If Participant's proposed purchase is flagged through the Company's internal controls, the Company may require additional proof of identification or information from the Participant. The Participant hereby undertakes to provide all

requested information and valid proof concerning the legality of his proceeds used to purchase VOX Tokens upon the Company's request or the request of bank institutions or government authorities.

3.4. Upon a satisfactory KYC Check the Participant will be notified that he can participate in the VOX Token Sale with the Approved Amount. Any kind of payments made before the KYC Approval will not be considered as payment of the Approved Amount and will be returned at Company's sole discretion.

3.5 The Company will not be held liable for any false or misleading information that the Participant communicates to the Company or to its subcontractor(s). The Participant shall fully indemnify the Company and its directors in the event of any claim, loss or damage (including reputational) in relation to a breach of applicable anti-money laundering regulations.

4 RESTRICTIONS

4.1. Participants cannot purchase VOX Tokens if there are applicable legal restrictions in their country of residence. It is the responsibility of each Participant to seek legal advice in his jurisdiction to identify any such legal restrictions. Appendix III provides a non-exhaustive list of excluded jurisdictions.

4.2. Participants understand and fully agree that the Company is entitled to ban or otherwise restrict the participation in the VOX Tokens Sale upon the Company's sole discretion and by any means. In the same way, Participants understand and fully agree that the Company is entitled at its sole discretion to ban or otherwise restrict their possibility of having, using or in any other way keeping VOX Tokens.

4.3. Participants understand and fully agree that certain jurisdictions restrict (or may restrict in the future) their residents or citizens from participation in any token sales or from holding any cryptocurrencies or tokens. The Company does not bear any liability for any possible current or future impossibility to use VOX Tokens because of the aforementioned or any other possible restrictions.

4.4. These Terms and the Website are only intended for Interested Persons/Participants in those jurisdictions and to those persons where VOX Tokens can lawfully be purchased under the respective applicable regulations ("Permitted Jurisdictions"). The Participants are only permitted to use the Website and purchase VOX Tokens if their primary residence or domicile is in a Permitted Jurisdiction.

4.5. These Terms and the Website shall not be intended as a direct or indirect offer to sell VOX Tokens.

5 REPRESENTATIONS

By purchasing VOX Tokens, the Participant represents and agrees, amongst others, the following:

5.1. The Participant understands and agrees that the purchase of VOX Tokens is not meant to generate any profit, interest, gain, dividend or to maintain the substance of the Participant's Contribution, but only allows the Participant to convert VOX Tokens to a Talketh Application credit with a bonus of 30%.

5.2. The Participant understands and agrees that the VOX Token doesn't grant any other enforceable right against the Company and that the Company has no obligation to buy back any VOX Token or to refund the Participant in any way.

5.3. The Participant is solely responsible for seeking legal, business, tax, regulatory, accounting and financial advice in the jurisdictions relevant for him when purchasing VOX Tokens. These Terms shall not be construed as providing any legal, business, tax, accounting, investment or other advice.

5.4. The Participant acknowledges and agrees that the VOX Token Sale is not done under the direct supervision of any regulator, including the Swiss Financial Market Supervisory Authority FINMA.

5.5. The Participant acknowledges and agrees that these Terms have not been or will be registered or filed under the securities laws or regulations of any jurisdictions or approved, recommended or disapproved by any securities or other regulatory authority nor has any such authority confirmed the accuracy or determined the adequacy of these Terms.

5.6 The Participant understands and agrees that the purchase of VOX Tokens carries significant financial, regulatory and/or reputational risks (including the complete loss of value of VOX Tokens) and confirms that he is fully able to bear total loss of value of the VOX Tokens.

6 NO ADVERTISEMENT

No person has been authorized by the Company to issue advertisements or to provide any intelligence with regards to the contents of these Terms and/or the VOX Token Sale and, if issued, given or made, such advertisement and/or intelligence must not be trusted as duly authorized or endorsed by the Company. You can only purchase VOX Tokens through the Website.

VIII. TAXATION

The Participant bears the sole responsibility to determine if his Contribution, the transfer of cryptocurrency or fiat money to the Company, the purchase, acceptance, ownership or use of VOX Tokens, the potential appreciation or depreciation in the value of VOX Tokens over time (if any), or the allocation of VOX and/or any other action or transaction related to the Talketh Project has tax implications.

By purchasing, holding, or using VOX Token, and to the extent permitted by law, the Participant agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the purchase, ownership or use of VOX or any other action or transaction related to the Talketh Project.

It is the Participant's sole responsibility to comply with all applicable tax laws, including, but not limited to, the reporting and payment of income tax or similar arising in connection with the appreciation and depreciation (if any) of VOX Tokens.

IX. REPRESENTATION & WARRANTIES

By using the Website and/or purchasing VOX Token, the Participant represents and warrants that:

1. he has read and understood the content of these Terms including Appendix I-IV;
2. he is solely responsible for the proper functioning of his electronic devices as well as his internet connection, in particular during the identification process;
3. all information provided within any KYC procedure linked to his Contribution is true and accurate;
4. he doesn't act on behalf of any third party which has not been disclosed in the KYC-Check and is purchasing VOX Tokens for his own account;
5. he has sufficient understanding of technical and business matters, cryptographic tokens, token storage mechanisms (such as token wallets) and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing VOX Tokens;

6. he is well informed about VOX Tokens and the Company to make an independent informed decision;
7. he fully understands that VOX Tokens may have a function only in connection with services offered by the Company;
8. he fully understands that he is not investing in a fund or in a collective investment scheme and that the Company is not acting as a fund manager, asset manager or investment advisor in relation to the VOX Token Sale;
9. he fully understands that VOX Tokens do not constitute any Company's equity, security, debt or asset of any form or kind, other than the obligation of the Company to redeem VOX Tokens for credits on the Talketh Application with a 30% bonus;
10. he fully understands that the Talketh Application credit value of a VOX Token redemption may be significantly lower than the value of the Approved Amount he paid;
11. with the support of qualified advisors, he has researched the laws and regulations of token purchases in the relevant jurisdiction and is sure that these do not prohibit the purchase of VOX Tokens as described in these Terms;
12. he has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like VOX Tokens, and blockchain-based software systems;
13. he or his qualified advisors has carefully reviewed the code of the Company's VOX Token ERC20 Smart Contract located on the Ethereum blockchain and fully understands and accepts the functions implemented therein;
14. he is not being listed, or associated with any person or entity being listed, on any of the US Department of Commerce's Denied Persons List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons List, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations;
15. he does not, nor any individual or entity that he represents, appear on the specially designated nationals and blocked persons list of the OFAC, or is a person identified as a terrorist organization appearing on any other relevant lists maintained by governmental authorities;
16. he is not a person who is or has been entrusted with prominent public functions, such as a senior politician, a senior government, judicial, or military social, a senior executive of a state- owned corporation, an important political party social, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of VOX Tokens are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country under a UN-, US-, EU-, CH- embargo;
17. he does not know or has any reason to suspect that (1) the monies used to fund the Contribution of VOX Tokens have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, or (2) the proceeds that he may get from the sale of VOX Tokens will be used to finance any illegal activities;
18. he is legally permitted to transfer funds to the Company;
19. he is at least 18 years old or of the age of majority in their country of residence and has full capacity to contract under the applicable law;

20. he understands that there is no warranty, guarantee or liability for defect with regards to VOX Tokens, express or implied, to the extent permitted by law and that he is purchasing them at his sole and exclusive risk;
21. he is not purchasing VOX Tokens for the purpose of speculative investment;
22. he is purchasing VOX Tokens primarily to digitally access lower cost internet call and messaging services in conjunction with the 30% in-app call and messaging credit bonus when redeeming VOX Token for Company's services offered on the Talketh Application;
23. if he is purchasing VOX Tokens on behalf of any entity, he is authorized to accept these Terms on such entity's behalf and that such entity will be responsible for any damage arising out of a breach of these terms by him or any other employee or agent of such entity (in such event references to "the Participant" in these Terms refers also to his representative, jointly).

X. INDEMNIFICATION

To the extent permitted pursuant to applicable law, the Participant shall indemnify, defend, and hold the Company and/or its respective past, present and future employees, officers, directors, contractors, consultants, volunteers, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents and representatives harmless from and against any and all claims, damages (including reputational), 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 Company in connection with the VOX Token arising out of a breach of any warranty, representation, or obligation hereunder.

XI. NO WARRANTY

The Participant understands and expressly accepts that there is no warranty whatsoever on VOX Tokens, the Smart Contract, the Website and/or the success of the Talketh Project, expressed or implied, to the extent permitted by law, and that the VOX Tokens are purchased at the sole risk of the Participant on an "as is" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose.

The Participant also accepts that the Talketh Project is live but as yet unproven; that is why there is no warranty that the process for redeeming VOX Tokens to digitally access the Company's services will be uninterrupted or error-free and that there is an inherent risk that the VOX blockchain could contain weaknesses, vulnerabilities, or bugs causing, inter alia, the complete loss of VOX Tokens.

XII. LIMITATION OF LIABILITY

The Participants assume all responsibility and risk with respect to the purchase of VOX Tokens, their use and their holding. The Participants hereby expressly agree that, to the maximum extent permitted by the applicable law, the Company 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 the Website, VOX Tokens or the material, information, software, facilities, services, or content on the Website, as well as from the purchasing of VOX Tokens, regardless of the basis upon which the liability is claimed and even if the Company has been advised of the possibility of such loss or damage.

To the extent permitted by law, the Company hereby excludes: (i) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and (ii) any liability for any direct, indirect, punitive or consequential loss or damage (including, but not limited to, damages for deletion, loss of data, loss of programs, loss of income or revenue; loss of business; loss of tokens; loss of profits or contracts; loss of anticipated savings; loss of goodwill, client dissatisfaction, Website interruptions) whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, incurred by any Participant arising out of the VOX Token Sale, the Smart Contract, the Talketh Project, the Website or these Terms.

In no event shall the Company, members of the Company's board, staff, directors, shareholders, contractors, developers, or volunteers be liable for any direct, indirect, special, incidental, exemplary and/or consequential damages arising out of the VOX Token Sale, the Smart Contract, services or products offered by the Company, including VOX Token redemption for Talketh Application credit, or the Talketh Project, the Website or these Terms.

The Company will not be liable for any advertisement, public announcement or press release made in relation to the VOX Token Sale.

The Company will not be liable for any security risk such as hacker attacks, loss of password, loss of private key or similar, bugs or errors in code, text, or images involved in the sale or in the wallet used in relation to the VOX Token Sale.

The Company shall not be held liable to and shall not accept any liability, obligation, or responsibility whatsoever for any change of the value of VOX Tokens. The participant understands and expressly agrees that the Company shall not guarantee in any way that VOX Tokens may be sold or transferred during or after the VOX Token Sale

The Company shall not be liable for (partial) interruptions to and downtime of the Website or the Ethereum blockchain due to repair, maintenance or update work or for any other reasons that it cannot directly control.

If applicable law does not allow all or any part of the above limitation of liability to apply to the Participant, the limitations will apply to the Participant only to the extent permitted by applicable law.

In any event, the Company will not be liable for aggregate liability for any claims relating to the VOX Token sale or any transaction, whether in tort (including negligence), in contract or otherwise, more than the value of each specific transaction.

The Participant understands and agrees that by filing any claim more than thirty (30) after the discovery of the alleged liability, he will be deemed to have forfeited his rights. any such claim shall be time-barred.

XIII. PRIVACY POLICY

By participating to the VOX Token Sale, you agree to your personal data will be processed by the Company or its contractors pursuant to the Privacy Policy available on the Website.

XIV. MISCELLANEOUS

1. Severability / Good Faith

Should any part or provision of these Terms be held to be invalid or unenforceable by any competent court, governmental or administrative authority having jurisdiction, the other provisions of these Terms shall nonetheless remain valid and be replaced with a substitute provision that best reflects the economic

intentions of the replaced provision without being unenforceable. The same shall apply if and to the extent that these Terms are found to contain any gaps or omissions.

2. No Partnership and/or joint venture

By transferring cryptocurrency or fiat money to the Company, no form of partnership or joint venture or any similar relationship between the Participants and the Company and/or the setting up of the Talketh Project is created.

Purchasing of VOX Tokens by the Participant in no way creates any exclusive relationship between the Participant and the Company, nor any partnership, joint venture, employment, or agency.

3. No Waiver

The failure of any of the Company to enforce any of the provisions of these Terms or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these Terms.

4. Entire Agreement

These Terms, the Privacy Policy subject to any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between the Participant/the Interested Person and the Company.

5. Contact

Horizon Globex GmbH, Baarerstr. 57, 6304 Zug, Switzerland
E-Mail: horizon@horizon-globex.com.

XV. GOVERNING LAW AND JURISDICTION

These Terms are governed and construed in accordance with the substantive laws of Switzerland, to the exclusion of the provisions of the conflict of laws and any international conventions applicable, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG), as amended from time to time.

Any dispute arising in connection to those Terms and/or the VOX Token Sale shall be subject to the exclusive jurisdiction of the courts of Zug, Switzerland.

APPENDIX I: USE OF PROCEEDS IN YEAR 1 AND 2

Use of Proceeds in Years 1 and 2*	Amount*
Advertising and Marketing Africa & Middle-East, Latin America + South East Asia	(CHF13,500,000)
Cloud Infrastructure Expansion Americas, Europe, Africa + South East Asia	(CHF 8,000,000)
Team Expansion (Salaries) Sales & Marketing Research & Development Management, Accounts, Legal & Compliance	(CHF 7,000,000)
Working Capital Selling, General and Administrative Expenses Expand regional distribution channels Bulk pre-payment of Minutes, SMS and Number Rental	(CHF 6,000,000)
Token Generation Event Costs Legal, compliance, marketing & promotional materials Direct marketing; social media, banners, paid articles	(CHF 500,000)
	(CHF 35,000,000)

* The use of proceeds outlined in the table assumes that during the VOX Token Sale the Company will be able to collect Contribution in the maximum amount. If this will not be the case, the Company will allocate the proceeds on a pro rata base, with the exception of the Token Generation Event Costs that will be fully covered.

APPENDIX II: SPECIFIC TERMS

Minimum Contribution Amount: CHF 250, 0.5 ETH or 0.05 BTC

Maximum Contribution Amount: no maximum

Price of VOX during Token Sale: 1 VOX = CHF 1.00

Currencies accepted: CHF / ETH / BTC

Total number of VOX issued: 50,000,000

Total number of VOX for sale: 37,500,000; or less subject to any private VOX Token sales made by Company prior to the Contribution Period

Discounts: as indicated on the Website

Total VOX Supply: The total VOX Tokens supply will be 50,000,000 VOX ("Total VOX Supply"). No additional VOX Tokens will be created.

Contribution Period: The public contribution period starts on 5th September 2018 at 12:00 CET and concludes on the 31st December 2018 at 12:00 CET, or earlier if all the VOX Tokens are sold.

VOX Public Wallet: 0x37190e277ef2ebb1f0ec0c689f98b9e9c09684f5; this Ethereum address shall issue VOX Tokens to the Participant pursuant to either a private sale, if any, or throughout the Contribution Period

Creation Rate: The amount of VOX allocated for Contribution in ETH or BTC will depend on the exchange rate between ETH/BTC and CHF as calculated by coinmarketcap.com.

Transferability of VOX: Throughout the Contribution Period VOX Tokens are issued to Participant upon receipt of the Participants Approved Amount by the Company or the appointed financial intermediary and shall be immediately redeemable in the Talketh Application.

Contribution Freeze / Abort: During the Contribution Period, the Company may at any time stop the contribution function for security reasons. As long as such contribution freeze is not upheld or if the Contribution Period is aborted, no further Contribution will be possible.

APPENDIX III: RESTRICTIONS

A person with domicile in one of the following countries shall not be admitted to participate in the VOX Token Sale:

- Democratic People's Republic of Korea
- Ethiopia
- Iran
- Iraq
- Serbia
- Sri Lanka
- Syria
- Trinidad and Tobago
- Tunisia
- Vanuatu
- Yemen

APPENDIX IV: RISKS RELATED TO THE PURCHASE OF VOX TOKENS

The Participant understands the inherent risks associated with the blockchain technology and cryptocurrencies, including, but not limited to, those listed hereinafter:

Risks associated with (intellectual) property rights: the Contributor understands and accepts that, due to the immaterial character of the VOX Tokens, there may be no title of ownership in and to the VOX Tokens.

Risks associated with the blockchain: the Participant understands and accepts that the Smart Contract, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. The Participant understands and accepts that there is no warranty that the process for creating VOX Tokens and/or the Ethereum blockchain will be uninterrupted or error-free and acknowledges that there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of VOX Tokens, of ETH, of BTC, or other (financial) support of the Talketh Project. The Participant understands and accepts that the Smart Contract and/or underlying protocols and/or any other software involved may either delay and/or not execute a Contribution due to the overall Contribution volume, mining attacks and/or similar events.

Regulatory risks: the Participant understands and accepts that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract or the Talketh Project and which may, inter alia, result in substantial modifications of the Smart Contract and/or the Talketh Project, including its termination and the loss of VOX Tokens for the Participants.

Risks associated with abandonment / lack of success: the Participant understands and accepts that the creation of the VOX Tokens and the expansion of the Talketh Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Participant therefore understands that there is no assurance that, even as the Talketh Project expands, the Participant will receive any benefit through the VOX Tokens held by him.

Risks associated with other applications: the Participant understands and accepts that the Talketh Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which VOX Tokens will have no intrinsic value.

Risks associated with a loss of private key: the Participant understands and accepts that VOX Tokens can only be accessed by using an Ethereum wallet with a combination of Participant's account information (address) and private key or password. The Participant understands and accepts that if his private key or password gets lost or stolen, the VOX Tokens associated with the Participant's account (address) will be unrecoverable and will be permanently lost.

Risks associated with the wallet: the Participant understands and accepts that the Company is in no way responsible of the wallet on which the VOX Tokens are transferred. The Participant understand and agrees that he is solely responsible for the access and security of his wallet, for any security breach of his wallet and any loss of VOX Tokens resulting from his wallet service provider, including any termination of the service by the wallet provider and/or bankruptcy of the wallet provider. The Participant understands and accepts that the wallet or wallet service provider used for the Contribution, has to be technically compatible with the VOX Tokens. The failure to assure this may have the result that Participant will not gain access to his VOX Token.

Risks associated with theft/hacks: the Participant understands and accepts that the Smart Contract, the Website, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of VOX Tokens, other (financial) support of the Talketh Project, or ETH, or BTC, impacting the ability to expand and further develop the Talketh Project.

Risks associated with Ethereum mining attacks: the Participant understands and accepts that, as with other cryptocurrencies, the blockchain used for the Smart Contract is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract, expected proper execution and sequencing of transactions, and expected proper execution and sequencing of contract computations.

Risks associated with a lack of consensus: the Participant understands and accepts that the network of miners will be ultimately in control of the Smart Contract and that there is no warranty or assurance that the network of miners will allocate the VOX Tokens to the Participants as proposed by these Terms. The Participant further understands that a majority of the miners could agree at any point to make changes to the Smart Contract and to run the new version of the Smart Contract. Such a scenario could lead to VOX Token losing any possible value.

Risks associated with forking: the Participant understands and accepts that a group of people may take our software and modify it to accept a different set of tokens, or no tokens at all ("Fork"). The creation of a Fork could devalue substantially the VOX Token.

By purchasing VOX Tokens, the Participants confirm that they understand and assume the risks involved in such transaction.