



Higher Edge Software, LLC
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Email: generalinfo@highersoftware.com

XRJ Purchase Agreement

This Purchase Agreement (the “Agreement”) sets forth the terms and conditions that govern the purchase of XRJ Coins (“XRJ”) during the RadJav Crowdsale (the “RadJav ICO”). The parties to this Agreement are Higher Edge Software, LLC (“we”, “us”, or “our”) and the person purchasing XRJ Coins. For purposes of this Agreement, both you and, if applicable, the entity you represent are parties to this Agreement (collectively “Buyer”, “User”, “you”, “your”). You accept the terms of this Agreement by checking a box that we present to you accepting these terms and clicking the “Accept” button. You also accept the terms of this Agreement if we receive payment for any full or partial XRJ Coins. The Effective Date of this Agreement shall be the first date on which you accept the terms of this Agreement. You represent and warrant that you have the legal capacity to enter into this Agreement. If you are entering into this Agreement on behalf of another, you represent to us that a) you agree to be liable as an additional principal and b) you have the legal authority to bind the additional principals, and c) you and the additional principals have copies of and agreed to all the terms of this Agreement.

Definitions

“Confidential Information” means all nonpublic information disclosed by Higher Edge Software, LLC, its affiliates, business partners or its or their respective employees, contractors, or agents that are designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes nonpublic information relating to our or our affiliates or business partners’ technology, customer information, business plans, promotional and marketing activities, finances and other business affairs; third-party information that we are obligated to keep confidential; and the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that is or becomes publicly available without breach of this Agreement; can be shown conclusively to have been known to you at the time of receipt from us; is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or can be shown conclusively to have been independently developed by you without reference to the Confidential Information.

“Content” means software (including machine images), data, text, audio, video, images, source code, or other content information of any kind or nature we or any of our affiliates make available in connection with this Agreement or on a Higher Edge

Software, LLC Website to allow access to or purchase of XRJ. Content does not include XRJ.

“Risk Disclosure” means the Risk Disclosure Document, risks associated with XRJ, and the RadJav Project document that discloses important risks associated with the XRJ and RadJav Project.

“Website” means <https://www.radjav.com/>, <https://www.highersoftware.com/> and any successor or related site used by us.

“End User” means any individual or entity that directly or indirectly through another user purchases XRJ on behalf of another person or entity.

“Initial Pool” means the total available XRJ supply created for distribution during the RadJav ICO.

“Policy” or “Policies” means the Website Terms, all restrictions described in the Content or Website, and any other policy or terms referenced in or incorporated into this Agreement. Policies does not include whitepapers or other marketing materials referenced on the Website. In the event of a conflict between any Policy and this Agreement, the terms of this Agreement shall control.

“XRJ Address” means the address on the RadJav Blockchain where the XRJ reside.

“Resulting Distribution” means the amount of XRJ we distribute to you according to your purchase made during the RadJav ICO.

“Crowdsale Period” means from September 25, 2017 to October 20, 2017. At the exclusive discretion of we have the right to reject any transactions made outside of this period. We reserved the right to extend the Crowdsale Period at our sole discretion and for any purpose.

“Website Terms” means the terms of service located on the Websites as and when amended.

“Suggestions” means all suggested modifications, improvements, additions, or subtractions to our business that you provide to us.

“Term” means the term of this Agreement is set forth in Section 5.

“Third Party Content” means Content made available to us or to you by any third party, including without limitation any price, speed, volume, frequency, or statistics.

1. General

1.1 Terms

You agree to all of our rules and regulations applicable to your purchase of XRJ, including the Policies set forth in Section 12 below. You have read and understood the RadJav Risk Disclosure and Higher Edge Software, LLC Privacy Policy and will read and consent to any updates thereto. You agree and certify that you are purchasing XRJ during the Crowdsale Period for your own personal consumption, utility, use and to participate in the RadJav community and not for investment or speculative purposes. You acknowledge that XRJ is not a security and that XRJ may lose all value.

1.2 Support to You

We will provide online and web-based support only, including email, web forums and a knowledge base support. We will not provide telephone, live support, or support via mail. Our support email is support@highersoftware.com.

1.3 Third Party Content

Third Party Content may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Since we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk. We do not accept liability for any fees incurred or damages caused by your use of any Third Party Content. We do not guarantee the availability of any Third Party Content for any purpose. We do not warrant the accuracy, completeness or utility of any information provided to us by any third party, including but not limited to network information, pricing information or other statistical data. We may change, discontinue, or delete any of the Third Party Content.

2. Purchase and Delivery of XRJ

2.1 Purchase

You hereby agree to purchase and we agree to sell, on the terms set forth herein, your Resulting Distribution. Your purchase is final and irrevocable. We will not refund any of the purchase price under any circumstances. All purchases of XRJ during the Crowdsale Period will be calculated and recorded as received by any RadJav Blockchain. Your Resulting Distribution will be linked to USD fiat currency and will vary depending on how much you purchase.

2.2 Delivery Date

After completion of the purchase, we will credit the address you gave us with the appropriate quantity of XRJ for your Resulting Distribution.

2.3 Delivery Method

All deliveries from the Resulting Distribution will be made electronically over the RadJav Blockchain. Deliveries will be made directly to the RadJav Blockchain account, address or wallet given to us at the time of your purchase of XRJ.

2.4 Third Party Payment Processor

If you purchase Bitcoin, Ethereum, or any other cryptocurrency using a third party payment processor (e.g., Coinbase, Poloniex, Bittrex, ShapeShift), that payment processor is your agent, not ours, for the purpose of the payment and purchase. You are solely responsible for ensuring we receive the appropriate payment. We are not responsible for any loss of funds attributable to your use of a third party payment processor.

3. Security and Data Privacy

3.1 Your Security

You will implement reasonable and appropriate measures to secure access to any device associated with a) the email address linked to your account, b) private keys required to access any relevant XRJ Address or your XRJ Coins, and c) your email, password, and any other login or identifying credentials. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, at our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity, photograph or a copy of your passport or other document for identification.

3.2 Additional Information

You will provide to us, immediately upon our request, information that we, at our sole discretion, deem to be required to maintain compliance with any state or local law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs, government identification cards, or sworn statements.

3.3 Your Information

We may use aggregate statistical information about your activity, including without limitation your activity on the Websites and logins to various websites for marketing or any other purpose at our sole discretion. We may use your IP address in connection with verifying your purchase of XRJ. However we will not release your personally identifying information to any third party without your prior consent, except as set forth herein or in any Policy or amended Policy.

4. Your Responsibilities

4.1 Security and Backup

You are responsible for properly configuring any software in connection with your access to or use of XRJ. Higher Edge Software, LLC or RadJav login credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person, except that you may disclose your credentials to your agents and subcontractors or employees performing work on your behalf.

4.2 End User Violations

You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement. You are responsible for End Users' purchase and use of XRJ. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement.

4.3 End User Support

You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End users unless we have a separate agreement with you or an End User obligating us to provide support or services.

5. Term; Termination

5.1 Term

The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with this Agreement.

5.2 Termination

This Agreement will terminate automatically upon the delivery of substantially all of your Resulting Distribution. We may terminate this Agreement at our sole discretion if you breach any term or Policy.

5.3 Effect of Termination

Upon any termination of this Agreement all your rights under this Agreement immediately terminate; you are not entitled to a refund of any amount paid; you will immediately return or, if instructed by us, destroy all Content in your possession; nevertheless, Sections 4.1, 5.3, 6, 7, 8, 9, 10, 11, 12, and 13 will continue to apply in accordance with their terms. Under no circumstances will we be liable for any special, incidental, or consequential damages you sustain, including without limitation any special, incidental or consequential damages due to any loss of credentials, login information, or private keys for any website or software or your inability to access any website or account.

6. Taxes

All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, transaction privilege or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive after any deduction and withholding equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

7. Proprietary Rights

7.1 Suggestions

If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential or proprietary. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and any intellectual property rights in the Suggestions including any copyrights. You agree to provide us any assistance we may require to document, perfect, register and maintain our rights in the Suggestions

7.2 Hardware and Software

Under no circumstances will you gain any proprietary rights in any computer hardware or software used by us or its affiliates.

7.3 Intellectual Property

We retain all right, title, and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior written consent.

8. Risks and Disclaimers

8.1 Risks

You understand that XRJ, Blockchain Technology, the RadJav Blockchain, the RadJav Project, and decentralized datacenters are new and untested technologies outside of our control and adverse changes in market forces or technology, broadly construed, will excuse our performance under this Agreement. You assume all risk of loss resulting from, concerning or associated with the risks set forth in the RadJav Risk Disclosure.

8.2 Disclaimers

The XRJ is provided “as is.” We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the XRJ or the third party content, including any warranty that the Higher Edge Software, LLC or third party Content will be uninterrupted, error free or free of harmful components, or that any content, including your content or the third party content, will be

secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade. Transactions using Blockchain technology, such as those involving the XRJ ICO, are at risk to multiple failures, including but not limited to, high network volume, computer failure, Blockchain failure and user incompatibility. Higher Edge Software, LLC is not responsible for any loss of data, XRJ, fiat currency, cryptocurrency, hardware, or software from any such failures.

9. Indemnification

9.1 General

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any third party claim concerning this Agreement or your use of XRJ, whether or not the XRJ was sold to you under this Agreement. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney's fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our standard hourly rates.

9.2 Process

We will promptly notify you of any claim subject to Section 9.1, but our failure to promptly notify you will only affect your obligations under Section 9.1 to the extent that our failure prejudices your ability to defend the claim. You may use counsel of your own choosing (subject to our written consent) to defend against any claim; and settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

10. Limitations of Liability

We and our affiliates or licensors will not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, goodwill, use, or data), even if we have been advised of the possibility of such damages. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with your inability to use the XRJ, including without limitation as a result of any termination or suspension of the RadJav Project or RadJav Blockchain or this Agreement, including as a result of power outages, maintenance defects, system failures, or other interruptions; the cost of procurement of substitute goods or services; any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the XRJ; or any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any XRJ, whether or not obtained under this agreement as part of the resulting distribution. In any case, our and our affiliates' and licensor's aggregate liability under this Agreement will be limited to the value (in United States Dollars at the time of the XRJ ICO) you paid us in exchange for XRJ under this Agreement. You waive your

right to demand the return of any virtual currency you paid us in the XRJ ICO under any circumstances, including without limitation, a demand for specific performance.

11. Modifications to the Agreement

We may modify this Agreement (including any Policies) at any time by posting a revised version of the RadJav Project Website or, only if you have provided us with your email address, and at our option by email. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email. It is your responsibility to check the RadJav Project Website regularly for modifications to this Agreement.

12. Miscellaneous

12.1 Confidentiality and Publicity

You may use Confidential Information only in connection with your purchase of XRJ under this Agreement and pursuant to the terms of this Agreement. You will not disclose Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measure to avoid disclosure, dissemination or unauthorized use of Confidential Information, including but at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship between us and you or any other person or entity except as expressly permitted by this Agreement.

12.2 Force Majeure

We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or order of government, acts of terrorism, or war, changes in Blockchain technology (broadly construed), or any other force outside of our control.

12.3 Status of Parties (Independent Contractors); Non-exclusive Rights

We and you are independent contractors, and neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right to develop or have developed for its products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

12.4 No Third Party Beneficiaries

This Agreement does not create any third party beneficiary rights in any individual or entity.

12.5 Import and Export Compliance

In connection with this Agreement, you will comply with all applicable import, re-import, export, and re-export control and regulations, including country or individual-specific economic sanctions programs. For clarity, you are solely responsible for compliance related to the manner in which you choose to use XRJ.

12.6 Notice

We may provide any notice to you under this Agreement by posting a notice on the RadJav Project Website, or sending an email to the email address associated with your account. Notices we provide by posting on the RadJav 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. To give us notice under this Agreement, you must contact us by email to email it. We may update this email address for notices to us by posting a notice on the RadJav Project Website. Notices to use will be effective one business day after they are sent. All communications and notices to be made or given pursuant to this must be in English.

12.7 Assignment

You may not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 11 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

12.8 No Waivers

The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

12.9 Severance

Except as otherwise set forth herein, if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

12.10 Disputes Resolution and Governing Law

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to XRJ or this Agreement (as well as any related or prior agreement that you have had with us), Parties hereto agree to attempt to resolve any such controversy dispute, demand, claim or cause of action by negotiation. This Agreement shall be construed and enforced according to the laws of Arizona and any dispute under this Agreement must be brought in the Maricopa County Superior Court and no other.