

DIGCOIN Sale Terms and Conditions

IMPORTANT LANGUAGE DISCLAIMER – IN ORDER TO AVOID ANY POTENTIAL TRANSLATION INCONSISTENCIES WHICH MAY BE OUT OF THE COMPANY FOUNDATION CONTROL, THE TERMS AND CONDITIONS ARE ONLY AVAILABLE IN ENGLISH. IF YOU ARE UNABLE TO UNDERSTAND THE LANGUAGE, PLEASE SEEK THE ASSISTANCE OF A PROFESSIONAL TRANSLATOR BEFORE CONTINUING.

IMPORTANT WARNING: IF YOU ARE UNDER LEGAL AGE (MINIMUM AGE OF 18 OR, IN SOME CASES, AGE OF 21, ACCORDING TO YOUR JURISDICTION), YOU ARE PROHIBITED FROM DIGCOIN COIN PURCHASE DURING THE “COIN SALE” AND REQUESTED TO LEAVE THE WEBSITE AT ONCE.

IMPORTANT WARNING: DO NOT PURCHASE DIGCOINS DURING “COIN SALE” IF YOU ARE A CITIZEN, RESIDENT OR REPRESENTATIVE OF ANY LEGAL ENTITY OR PERSON OF THE UNITED STATES, THEIR TERRITORIES OR POSSESSIONS OR ANY OTHER JURISDICTION FORBIDDING CRYPTOGRAPHIC COINS PURCHASE DURING THE COIN CROWD-SALES (INITIAL COIN OFFERINGS).

IMPORTANT WARNING: DO NOT PURCHASE DIGCOINS DURING “COIN SALE” IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC COIN AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASE AMOUNTS DURING THE “COIN SALE” ARE NON-REFUNDABLE AND NO ALLOCATION OF COIN CAN BE ASSURED OR WARRANTED BY THE COMPANY.

BY PURCHASING DIGCOINS DURING THE “COIN SALE” YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY AND ENTIRELY REVIEWED THE TERMS AND FULLY UNDERSTAND THE RISKS, POTENTIAL COSTS, AND BENEFITS OF PURCHASING DIGCOINS AND YOU EXPLICITLY AGREE TO BE BOUND BY THESE TERMS.

IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR(S).

1. INTRODUCTION

These terms and conditions (hereinafter the “Terms”) is published on the Website being Digcoin.co constitute the legal relationship and agreement between you, a legal entity or individual person, (hereinafter – “you” or the “Purchaser” individually and “Purchasers” collectively), and the Digcoin Platform (hereinafter - the “Company” or “Digcoin”), in respect of your Purchase Amounts (“hereinafter – the Purchase Amounts”), receiving and holding the Digcoins (“hereinafter – “Digcoin”) (as they are described in Paragraph 3 of this Terms), Digcoin.

2. THE COIN SALE

The “Token Sale” (hereinafter - “Token Sale” or the “TS”) refers to the period specified on the Website, during which the Company will be receiving Purchase Amounts from Purchasers in BTC, sent to the Company in exchange for Digcoin according to the current exchange rate. The main goal of the TS is the crowdfunding for financing the Digcoin project that is more detailed specified in the White Paper of the project.

Digcoin purchase during the TS is voluntary. No person will be deemed as committed or obliged to purchase Digcoin during the TS or visiting the Website, registering himself/herself with the Website,

requesting or reading any materials (such as this Terms or the White Paper) made available by the Company or communicating with the Company in any manner.

By clicking the "I Accept" button or checking the checkbox during Registration presented with the Terms, you are, out of your own free will, agreeing that you are purchasing Digcoin during the TS under the Terms set forth in detail in this document and White Paper at your own risk. If you are purchasing Digcoin during the TS for another entity or any third party, such as the company you work for or represent, you hereby warrant that you have legal authority to bind that entity to these Terms as set forth in this document.

By purchasing Digcoin during the TS, you expressly agree to all of the Terms set forth in this document. If you do not understand or do not agree to the Terms, you should not purchase Digcoin.

You acknowledge that the Digcoins will be delivered to your wallet upon the completion of the TS, or such later date as shall be determined by the Company, and acknowledge that the Digcoins will not be transferable on any exchange platform until such time as the Digcoins that you have purchased are delivered to you. You further acknowledge that the Company shall be entitled to utilize the funds delivered by you for the purchase of the Digcoins for such purposes as are described in the White Paper.

3. DESCRIPTION OF LEGAL NATURE OF DIGCOINS

Digcoins are the cryptographic coins that serve as a proof of purchase during the TS and gives the opportunity to obtain services and products using the Digcoins (after the end of TS), as described in the White Paper. During the TS, the Digcoins are sent by the Company to the Purchaser's Digcoin.co account in exchange of Purchase Amounts according to the current exchange rate specified by the Company on the Website. By nature, Digcoin is NOT and shall in NO case be understood, deemed, interpreted or construed as:

- (a) any kind of currency or money, whether fiat or not;
- (b) equity interest, voting or non-voting securities (or its like) in, or claims against, the Company or any other entity in any jurisdiction;
- (c) equity or debt investment of any kind in any venture;
- (d) stocks, bonds or stocks;
- (e) any form of financial derivatives;
- (f) any commercial paper or negotiable instrument;
- (g) any form of investment contract between the relevant holder and any other person;
- (h) any commodity or asset that any person is obliged to redeem or purchase; or
- (i) any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person.

- (j) the rights under the price difference (margin) contract or any other contract whose purpose or its intended purpose is to ensure profit or avoid losses;
- (k) structural units in the collective investment mechanism / the institution of joint investment
- (l) structural units (units) in the trust unit investment fund / in the trust investment fund.

You hereby acknowledge that you are not purchasing any interest in the Company and that the purchase of any Digcoin will not provide you with any voting rights in the Company or other rights related to the Company.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.1. By purchasing Digcoin during the TS, you further represent and warrant that:

- a) you understand the usage and intricacies of cryptographic coin based on the SCRYPT algorithm;
- b) you are legally permitted to purchase cryptographic coins and have verified that by doing so you are not violating any law in your jurisdiction and you agree and warrant that you are solely responsible if any such law or laws are violated;
- c) you understand the legal nature of Digcoin, described in the Paragraph 3 of this Terms;
- d) you have all necessary rights, permissions and capacity, and equally all the rights and powers necessary and sufficient for purchasing Digcoin during the TS, making transfers of Purchase Amounts or receiving and holding Digcoins. You are not under the influence of delusion, deceit, violence, threat, willful arrangement;
- e) you fully understand and accept all risks of purchasing Digcoin during the TS, described in Paragraph 4 above, under the text of the Terms or White Paper;
- f) if you are a representative of a legal entity, you represent and warrant that you have obtained all necessary permissions of the regulating body of the legal entity and state authorities, if applicable and needed in your jurisdiction for purchasing Digcoin during the TS;
- g) you understand that the purchasing Digcoin during the TS carries significant financial risk, and may carry regulatory and other risks according to your jurisdiction, and that you take sole responsibility for any restrictions and risks associated with the TS as set forth below;
- h) you do not purchase or and will not exchange the Digcoin for the purpose of activities forbidden by local or international laws and regulations (including, but not exclusively – fraud, money laundering, financing of terrorism, etc.), or for any illegal purpose within your jurisdiction;
- i) you understand that purchasing Digcoin during the TS does not involve the purchase of shares or equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction;

j) you understand that there is no warranty whatsoever on the Digcoin, express or implied, and that Digcoins are on an “as is” basis;

k) you understand that you bear the sole responsibility to determine if your Purchase Amount transferred to the Company, the creation, use or ownership of Digcoin, the potential appreciation or depreciation in the value (if any) of the Digcoin over time, the sale and purchase of the Digcoin and/or any other action or transaction related to the Company or the Digcoin have tax implications for you.

l) you further agree to accept sole risk for your Digcoin purchase during the TS. You also recognize and accept that the Digcoin is continuously being developed and may undergo significant changes over time subject to Company’s sole discretion.

m) you understand and confirm, that any statements about the growth of the rate of Digcoin are just a prediction of the potential growth, and not a promise of such growth of the rate of Digcoin, not a promise of profit and not a proposal for investment.

n) you have sufficient understanding of cryptographic coins and blockchain based software systems, sufficient for you to understand the nature of Digcoins and a purchase of Digcoins;

o) you understand that Digcoins are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their Purchasers and holders to citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the Republic of China, the United States, their territories or possessions, or in the country or territory where transactions with digital coins are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after the Terms becomes effective (the "Restricted Territories").

p) you acknowledge and confirm that Digcoins are not allowed to be purchased by any persons from the Restricted Territories;

q) you will not provide false information on, or otherwise manipulate any personal or non-personal data requested by Digcoin (will not use the VPN or other means of distorting the data), or after its completion.

r) you acknowledge that the Company has made no representations to you regarding the future value of Digcoins.

4.2. By using the Website and purchasing Digcoins during the TS, you further represent that you are:

a) not a citizen of the Restricted Territories;

b) not a corporation, partnership or other legal entity formed under the laws of the Restricted Territories;

c) not an agency, branch or office, located in the Restricted Territories, of a corporation, partnership or other legal entity that was formed under laws other than those of the Restricted Territories;

d) not a trust of which any trustee is described in (a), (b) or (c) above;

e) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;

f) not a member of any branch of the military of the Restricted Territories;

g) not an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or (f) above.

Digcoin reserves the right in case of violation of present Terms or under the request of respective state authorities to block the IP addresses from the Restricted Territories. Digcoin reserve the right to refuse or cancel the Digcoin purchase requests at any time at our sole discretion when the information provided by the Purchasers within the KYC procedure is not sufficient, inaccurate or misleading, or the Purchaser is deemed to be a person from the Restricted Territories.

5. APPLICABLE JURISDICTION AND DISPUTE RESOLUTION PROCEDURE

This Terms are regulated by the laws of the United States. However, each Purchaser should pay particular attention to the fact that Digcoins lie in cyberspace only without physical presence and hence do not fall within or pertain to any specific jurisdiction.

It means that the TS is initiated and takes place worldwide, is not linked to any specific jurisdiction, and the Purchasers may be from any jurisdiction in the world (except for the Restricted Territories as specified in section 5 above).

All disputes are considered by the parties by sending a written claim in electronic form by e-mail. If the dispute is not resolved during two months from the date of its initiation parties could apply to the arbitration court according to applicable legislation.

6. TAXATION

The Company makes no representations concerning the tax implications of purchasing Digcoin during the TS, paying Purchase Amounts, receiving and holding Digcoins or any eventual use or sale of Digcoins.

You bear the sole responsibility for determining or assessing the tax implications of your Digcoin purchase during the TS, Purchase Amounts or receiving, holding, using or selling Digcoins in all respects and in any relevant jurisdiction.

By purchasing Digcoin during the TS, paying Purchase Amounts, or receiving and holding Digcoins, to the extent permitted by applicable law, you agree that no other party (including, without limitation the Company) may be held liable for any loss arising out of, or in any way connected to, any tax liability you may incur in connection with your Digcoin purchase during the TS, Purchase Amounts, or receiving and holding Digcoins.

7. PRIVACY

If otherwise is not required by any legislation that might be applicable, the Company will not publish or disclose any identifying information relating to you without your prior written consent except the cases when such information have to be provided to state authority of any jurisdiction under official request.

Purchasers may be contacted by the Company regarding the TS before, during and after the TS.

The Company may request additional information from Purchasers if such information is required by applicable laws or required to provide any technical support requested by the Purchaser.

8. INTELLECTUAL PROPERTY

The content and information on the Website and White Paper are the property of the Company or other parties. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. The Website is to be used by the Purchasers only. You, the Purchaser, are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only.

All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website or White Paper shall vest in and remain property of the Company. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach these Terms.

9. ANTI-MONEY LAUNDERING

The Company reserves the right to conduct “Know your customer” and “Anti-Money Laundering” checks on Purchasers if it becomes required by the applicable laws.

The Company has the right to refuse accepting the Purchase Amounts from Purchasers that, according to the information available to the Company, are suspected in using the TS with the aim of money laundering, terrorism financing or any other illegal activity. In addition, the Company has the right to use any possible efforts for preventing the money laundering and terrorism financing, such as block of the Purchasers Digcoin wallet, disclosing any information about such Purchaser to the state authorities on their request, etc.

10. FORCE MAJEURE

The Company is not liable in any way for failure to perform due to any force majeure event, such as fire, floods, earthquake, war, military actions of any kind, blockade, embargo on exports or imports, or other force majeure circumstances as they are designated in any applicable jurisdiction. By purchasing Digcoin during the TS, transferring Purchase Amounts, or receiving and holding Digcoins, to the extent permitted by applicable law, you agree that no other party (including, without limitation the Company) may be held liable for any loss arising out of, or in any way connected to, any force majeure event.

In the case of force majeure the time stipulated for the fulfilment of the obligations under the Terms shall be extended for the period equal to that during which such circumstances and their consequences will remain in force.

11. COMPLETE AGREEMENT

These Terms together with the White Paper and other documents that might be published from time to time on the Website, set out the entire understanding between each Purchaser and the Company in relation to your Digcoin purchase during the TS, Purchase Amounts, or receiving and holding Digcoins.

To the extent this document conflicts with the Website or any other document, including but not limited to the White Paper, this document prevails.

To the extent that these Terms, the White Paper any terms and conditions that might be published from time to time on the Website conflict with translated copies, the English version prevails.

If any provision of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

The Company has the right to change, amend or modify any provision of this Terms on Company's sole discretion in any time with notification about such changes on the Website. Any such change, amendment or modification shall immediately be binding upon you unless you notify the Company of your objection thereto within twenty-four (24) hours of your first logging into the Website following any change, amendment or modification in the Terms. You acknowledge that it is your obligation to log into the Website from time to time review any such change, amendment or modification.

12. NO WAIVER

The failure of Company to require or enforce strict performance of any provision of these Terms or Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of Company's right to assert or rely upon any such provision or right (or any other provision and/or right contained this document in its entirety, as the case may be) in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these Terms or be legally binding.

13. LIMITATION OF LIABILITY

Usage and receiving Coins may carry financial risk. You acknowledge and agree that the Company or its representatives will not be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any financial losses even if the Company or its representatives are advised of the possibility of such losses, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

(a) your Digcoin purchase during the TS, transferring Purchase Amounts, or receiving, holding, using or selling Digcoins;

(b) any access, the use of, or inability to access or use, the Website;

(c) your reliance on or use of or inability to use the content and information of the Website or any linked website;

(d) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;

(e) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website;

(f) unauthorized access to or alteration of your transmissions or data;

(g) statements or conduct of any third party on the Website; or

(h) any other matter relating to the Website.