

# **DIGIPULSE.IO**

## **GENERAL TERMS AND CONDITIONS**

June 2017

READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT WWW.DIGIPULSE.IO (HEREINAFTER - "WEBSITE"), THE PRODUCTS OFFERED THEREIN AND IF YOU WANT TO PARTICIPATE IN THE UPCOMING DIGIPULSE INITIAL COIN OFFERING ("ICO"), YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES, YOU SHALL NOT USE THE WEBSITE OR BUY DIGIPULSE TOKENS. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT.

DIGIPULSE.IO (ALSO "APNIKA" Ltd., DIGIPULSE SERVICE) RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS.

THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES, NOR FOR DIGIPULSE TOKENS. DIGIPULSE.IO EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

### **Information about us**

DigiPulse.io and the application "DigiPulse" is operated by APNIKA Ltd., a Limited liability company registered in Latvia under the company number 40103801088.

Our registered office is at: 57 Konkordijas St., Jurmala, Latvia.

Our VAT number is: 401 0380 1088.

## 1. DEFINITIONS

- 1.1. Account - a User's account on the Website, which is created and used to buy DigiPulse tokens (hereinafter - "DGT"). A User is given the access to an Account upon its successful creation through providing <http://www.digipule.io/> with all the required information. Only authorized Users have a right to buy DGT on the terms provided herein.
- 1.2. Agreement – these Terms and all other operating rules, policies, and procedures that may be published from time to time on the Website (including privacy policy, cookie policy etc.).
- 1.3. Bitcoin (BTC) – a consensus network that enables a new payment system and a completely digital money; the first decentralized peer-to-peer payment network that is powered by its users with no central authority or middlemen.
- 1.4. Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.
- 1.5. DigiPulse Initial Coin Offering – period of time from July 19, 2017, to August 31, 2017, when the User is able to buy DigiPulse tokens. This will consist of the pre-sale (July 19, 2017 - July 25, 2017) and the ICO (August 4, 2017 - August 31, 2017).
- 1.6. DigiPulse coins (DGP) - The protocol used for the DGP coins is CryptoNote, which currently is mineable only by CPU and GPU.
- 1.7. DigiPulse tokens (DGT) – cryptographic tokens, which are software product (digital resources), created by the Website Owner as a proof of membership of their holders in the DigiPulse service (system, not legal entity). Though DigiPulse tokens are similar to securities, they are not and shall not be considered as such.
- 1.8. User – anyone who uses the Website, with or without prior registration and authorization using the Account.
- 1.9. Website Owner, DigiPulse service, Company, we, us – first tokenized digital asset inheritance service designated to pass on cryptocurrency assets; DigiPulse service, a company, that will be registered under the laws of Latvia. In no way shall (company) be deemed a partner, employer or agent for any User or providing any financial services thereto.

## 2. GENERAL INFORMATION

- 2.1. These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.
- 2.2. These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the DigiPulse tokens.
- 2.3. By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.
- 2.4. These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.
- 2.5. The User acknowledges and accepts that:
  - these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion, by updating this posting; the User’s continued use of the Website after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof;
  - the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.
- 2.6. By using this Website, you covenant, represent, and warrant that:
  - you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
  - you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;
  - you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.
- 2.7. You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or

use of any amount of the DigiPulse tokens exist under the applicable law, we persistently recommend you not to use this Website and not to buy DigiPulse tokens.

### 3. SALE OF DIGIPULSE TOKENS

- 3.1. You may purchase the DigiPulse tokens within the period of DigiPulse Initial Coin Offering set out herein and after on different exchanges.
- 3.2. During the ICO, the Website Owner is going to sell 16,250,000 DigiPulse tokens for €15,000,000 in BTC & /or Altcoins. Price of one DigiPulse token is €1 in BTC &/or Altcoins. The number of the DigiPulse tokens allowed for purchase by one User is limited to a minimum of 1 Token and a maximum of 6 million tokens. The DigiPulse tokens will be issued after the pre-sale and the main ICO. The DigiPulse tokens will be created by using Ethereum Contracts Creator.
- 3.3. The DigiPulse tokens are the proof of their holders' membership in the DigiPulse service (system, not legal entity). The DigiPulse tokens provide their holders a right to receive pro-rata distribution of the DigiPulse coin (DGP) pool. 10% of the mined coined pool will be made available to the token holders at the end of a finished block.
- 3.4. The DigiPulse coins (DGP) will be released after the ICO. Coin distribution will be carried out using specially programmed software. The DGP will be used as an alternative form of subscription to the DigiPulse service.
- 3.5. Any User who wants to buy the DigiPulse tokens shall fill the buying form on the Website using real name and email address, as well as have an Ethereum wallet address. You could buy the DigiPulse tokens only via your Account. To buy the DigiPulse tokens you shall send an amount of Bitcoin or Altcoins, which is equal to an amount of the DigiPulse tokens that you would like to receive to the Ethereum Wallet address of which is specified in the Account.
- 3.6. The Website does not accept fiat currency as payment for DigiPulse tokens. In order to buy DigiPulse tokens with legal tender user shall convert such funds into Bitcoin (BTC) or accepted Altcoins.
- 3.7. The DigiPulse tokens purchased hereunder may be sold and transferred by the User at any time after the ICO via cryptocurrency exchanges if the DigiPulse tokens are listed in any.
- 3.8. BY BUYING DIGIPULSE TOKENS HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES.

- 3.9. YOU ARE ONLY ALLOWED TO PURCHASE DIGIPULSE TOKENS IF YOU COVENANT, REPRESENT, AND WARRANT THAT YOU ARE NOT VIOLATING/OR IN VIOLATION OF THE LAWS IN YOUR JURISDICTION OF RESIDENCE.

#### 4. USER REGISTRATION AND ACCOUNT

- 4.1. For the purpose of buying DigiPulse tokens, Website Owner will register you, upon your request, on the Website and create an individual Account including a login and a password. You warrant that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to DigiPulse Privacy Policy available on the Website.
- 4.2. You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.
- 4.3. You may deactivate your registration with the Website, at any time and for any reason, by sending an email request to support@digipulse.io. We may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

#### 5. THIRD-PARTY WEBSITES AND SERVICES

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

#### 6. INDEMNIFICATION

- 6.1. To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the DigiPulse service and/or its subsidiaries, affiliates, directors,

officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the DigiPulse service arising out of a breach of any warranty, representation, or obligation hereunder.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

7.1. THIS WEBSITE AND THE DIGIPULSE TOKENS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND BUYING OF ANY AMOUNT OF THE DIGIPULSE TOKENS AND THEIR USE.

7.2. YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM BUYING OF THE DIGIPULSE TOKENS OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7.3. YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE DIGIPULSE TOKENS OR BTCS. THE WEBSITE OWNER SHALL ONLY PROVIDE THE USER REFUND POSSIBILITIES (PAYOUT LIQUIDITY) FOR PURCHASED DIGIPULSE TOKENS IF THE MINIMUM CAP OF 2,000,000 DIGIPULSE TOKENS HAS NOT BEEN REACHED (THE USER SHALL RECEIVE HIS FUNDS BACK TO THE PROVIDED WALLET ADDRESS MINUS THE TRANSACTIONS CHARGES). THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNER SHALL NOT GUARANTY IN ANY WAY THAT THE DIGIPULSE TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE ICO.

7.4. AT ANY CASE, DIGIPULSE SERVICE DOES NOT ALLOW ANY AMOUNT OF AGGREGATE LIABILITIES TO BE APPOINTED TO OUR SERVICE HEREUNDER. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART

OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THIS WEBSITE AND USE AND BUYING OF THE DIGIPULSE TOKENS, AND THAT THE WEBSITE OWNER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WEBSITE AND USE AND BUYING OF THE DIGIPULSE TOKENS. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

- 7.5. THE WEBSITE OWNER DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION ON THE WEBSITE IS ACCURATE OR RELIABLE OR THAT THE WEBSITE WILL BE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.
8. INTELLECTUAL PROPERTY RIGHTS
    - 8.1. The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the DigiPulse tokens and his activities generally.
    - 8.2. In no way shall this Agreement entitle the User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the DigiPulse service and is protected by the Intellectual Property Rights and fair competition laws.
    - 8.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the DigiPulse service.
    - 8.4. DigiPulse service does not allow any publication of information presented on our website or any material that has been posted to our site without contacting DigiPulse service beforehand.

9. JURISDICTION AND DISPUTE RESOLUTION

- 9.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Latvia.
- 9.2. To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.
- 9.3. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Latvian courts under the applicable law, as set out in clause 9.1. Hereof.

10. MISCELLANEOUS

- 10.1. Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
- 10.2. Assignment. The DigiPulse service may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the DigiPulse service, which the DigiPulse service may withhold at its sole discretion, shall be void.
- 10.3. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.



10.4. The User may send any questions regarding the use of the Website of the DigiPulse tokens or regarding this Agreement via e-mail to [support@digipulse.io](mailto:support@digipulse.io).

## **PRIVACY POLICY**

### **WHAT WE MAY COLLECT**

We may collect and process the following data about you:

- Information you fill forms or surveys with on our site at any time;
- A record of any correspondence between us;
- Details of transactions you carry out via our site;
- Details of your visits to our site and the resources you use;
- Information about your personal computer (e.g. your IP address, browser, operating system, etc.) for system administration.

### **COOKIES**

We use cookies to distinguish users and improve our site. Please look at our Cookies Policy for more information.

### **HOW WE USE WHAT WE HAVE COLLECTED**

We use information about you to:

- Improve our services;
- Present site content effectively to you;
- Provide information that you request or (with your consent) which we think may be of interest to you;
- Carry out our contracts with you;
- Allow you to use our interactive services if you want to;
- Inform you on our charges.

If you already are our customer, we will only contact you electronically about things similar to what had previously been sold to you.

If you are a new customer, you will only be contacted if you agree to it.

Please note: We don't identify individuals to our advertisers or share your data with any external party for marketing.

### **WHERE WE STORE YOUR DATA**

We may transfer your personal identification data to storage outside the European Economic Area (EEA) but the uploaded assets and files will remain in the EEA. Personal identification data may be processed outside the EEA to fulfil your order and deal with payment processors.

By giving us your personal data you agree to this arrangement. We will do what we reasonably can to keep your data secure.

Your data and payment will be encrypted. If we give you a password, you must keep it confidential. Please don't share it. Although we try to provide protection, we cannot guarantee complete security for your data and you take the risk that any sending of that data turns out to be not secure despite our efforts.

## **DISCLOSING YOUR INFORMATION**

We are allowed to disclose your information in the following cases:

- If we want to sell our business or our company, we can disclose it to the potential buyer;
- We can disclose it to other businesses in our group;
- We can disclose it if we have a legal obligation to do so, or in order to protect other people's property, safety or rights;
- We can exchange information with others to protect against fraud or credit risks.

## **LINKS TO OTHER SITES**

Please note that our terms and conditions and our policies will not apply to other websites that you get to via a link from our site.

# **COOKIES POLICY**

## **DEFINITION**

Cookies are also known as browser cookies or tracking cookies, cookies are small, often encrypted text files, located in browser directories. They are used by web developers to help users navigate their websites efficiently and perform certain functions. Due to their core role of enhancing/enabling usability or site processes, disabling cookies may prevent users from using certain websites.

Cookies are created when a user's browser loads a particular website. The website sends information to the browser which then creates a text file. Every time the user goes back to the same website, the browser retrieves and sends this file to the website's server. Computer Cookies are created not just by the website the user is browsing but also by other websites that run ads, widgets, or other elements on the page being loaded. These cookies regulate how the ads appear or how the widgets and other elements function on the page.

To find out more about cookies, visit [www.allaboutcookies.org](http://www.allaboutcookies.org)

## **HOW WE USE COOKIES**

We use cookies to recognise you and your preferences, improve our site's performance and collect analytical information for ourselves and our business partners.

### **'SESSION' AND 'PERSISTENT' COOKIES**

'Session cookies' allow us to track your actions during a single browsing session but they do not remain on your device afterwards.

'Persistent cookies' remain on your device between sessions. We use them to authenticate you and to remember your preferences. We can also use them to balance the load on our servers and improve your experience on our site.

Session and persistent cookies can be either first or third party cookies. A first-party cookie is set by the website being visited; a third-party cookie is set by a different website. Both types of cookie may be used by us or our business partners.

## **DISCLAIMER**

All our cookies fall within the classifications Strictly Necessary, Functionality and Performance. None are classified as Behavioural Targeting.

If at any time you wish to disable our cookies, you may do so through the settings on your browser (but if you do so, you will not be able to use certain important features of our service).