

Terms and Conditions

DMX Sale Terms and Conditions

Your purchase of Digital Money ("DMX" or "DMXs") during the period of Initial Coin Offer (the "ICO") from DIGITAL MONEY (the in-process of incorporation "Company") is subject to these terms and conditions of sale (the "Terms").

Each purchaser of DMX and the Company is a "Party" and, together, they are the "Parties" to these Terms.

By purchasing DMXs from the Company during the DMX ICO Sale, you will be bound by these Terms. If you have any questions regarding these Terms, please contact us at: marketing@thedigitalmoney.io

DMX is a cryptocurrency designed to be used in the main existing exchange platforms in the market and to work as versatile and user-friendly digital payment method.

The DMX system works as a means of payments and financial transactions for any business, entity or individual that wishes to use a cryptocurrency as a currency of everyday use of financial values, especially in commercial relations.

DIGITAL MONEY is not intended to constitute or provide any kind of security in any jurisdiction, although we use the Cayman Islands jurisdiction as a legal system reference.

By signing this purchase, you confirm that you have read the DMX White Paper and declare yourself aware of all the conditions of use and risk that this cryptocurrency may present.

Individuals, companies and other organizations should carefully evaluate the risks, costs, and benefits of acquiring DMX, as much as basically any other cryptocurrency, being solely responsible for such evaluation and risks inherent in the subject matter of this Agreement.

The entire ICO sale process will be carried out between January 20 - 2019 and June 20 - 2020, or following the stage goals described in the Whitepaper, starting with a Private Sale, followed by Pre-Sale and Public Sale, ending with the Main Sale. By these terms, You and the Company agree as follows:

1. Eligibility

a. You must have a crypto wallet that supports the token standard, so that you can receive any DMXs purchased from the Company ("DMX Receipt Address") at the beginning of BETANET phase. There will be no refunds on the operations of DMX purchasing. The Company is not responsible for any delays, losses, costs, or other issues arising from the failure to provide, or providing an inaccurate or incomplete wallet address or DMX Receipt Address.

b. You must ensure that you are not a United States of America Citizen or a Citizen from a geographic area in which holding, using and exchanging DMXs as well as using the services it provides, is prohibited by law. If We identify that You are a Citizen of one of this Countries, specially United States of America, We reserve Our right to disable all the registries made by the Party, without any previous notification.

c. DMX purchases must be made only by individuals, entities or companies that declare, through these Terms, to have full understanding of the operation of systems with cryptographic assets, blockchain technology and the limitations of the Country that the individual lives.

d. The use of DMX platform or token is not destined to people under 18 years and to those who had been banned from Our services. We restrict the technology just to Adults (major) according to the nationality of the User. We reserve Our right to close the account or disable all the registries of those who are underage, without prior notification or information. Those Individual who inflict this clause will not have refund the amount that He or She putted on the platform.

2. Purchase and Sale of DMXs

a. Buyers should have a practical and functional understanding of the storage and transmission mechanisms associated with tokens and cryptocurrencies.

b. You should carefully consider the risks, costs and any other possible relevant issue in acquiring DMX, consult an expert and / or an independent advice.

c. If you are unable to understand or accept the risks associated with the initial sales process of DMX and / or the process of purchase of DMX (including the risks related to the non-fulfillment of the full development of platform) or any other risks, you must not acquire DMX until you have a satisfactory level of acquaintance.

d. The price per DMX the ICO is USD 0.85 (eighty five cents of US dollar - "Price Per DMX"), payable in BTC. The price per DMX will receive discounts during the Private Sale, Pre Sale and Public Sale phases. Only BTC is accepted. Your purchase is not guaranteed until the Company receives the full amount of the Purchase Price. The price is pegged to BTC.

e. In order to enable a wider range of different users acquiring DMXs, the purchase of DMX is limited to one account per individual with the top acquisition of USD 2,000.00 (two thousand US dollars) per account.

f. The Company will distribute the acquired quantity of DMXs at the BETANET phase. The Company may also deliver the DMXs sooner at their sole discretion. No DMXs will be freely transferable before the ICO is finished. At the distribution and requisition of DMXs, ICO participants will be submitted to a more profound due diligence process, which can result in the elimination of a fraudulent account by the sole discretion of DMX, as prescribed in the Clause 5.

g. Each individual that buy DMXs in this initial phase have the right to register just ONE account on the affiliate program. The individual should not hold two accounts related to the affiliate program, even if it is of his or her own or of a company that he or she holds. Any violation on this matter will be taken as a fraud of the DMX system and shall be subject to the consequences herein provided.

h. The Party must have at least 18 (eighteen years old).

i. Companies or legal entities of any kind are not allowed to purchase DMX.

j. All DMXs purchase shall be made only at and through Our platform at <https://www.thedigitalmoney.io/>. We do not hold any third party sales services, nor provide the acquisition of DMX through any other means, whether any other website, platform or software, besides Our own platform and through your own personal account.

3. Purpose and Use of DMXs.

a. Additional information regarding all relevant matter on DMX and the Company can be found detailed within the Whitepaper, available at: http://www.thedigitalmoney.io/misc/dmx_whitepaper_en_v1.0.pdf

b. Purchase, ownership, receipt or possession of DMXs carries no rights, express or implied, other than the right to use DMXs as a means of payment (subject to third parties acceptance, what might happen at their own and sole discretion and responsibility), if successfully completed and deployed. In particular, you understand and accept that DMXs do not represent or

confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Platform and/or the Company. The only exceptions are the possible rights clearly stated in these Terms.

c. The Company reserves the right to migrate DMX's token standard and protocol to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the Platform and its Ecosystem.

4. Scope

a. Unless otherwise stated herein, these Terms only govern your purchase of DMXs from the Company during the DMX ICO Sale.

b. Any use of DMXs as a method of payment may be governed by other applicable terms and conditions and policies which will be made available to you before you create an account on the platform.

5. Cancellation; Refusal of Purchase Requests

a. All DMX purchases from the Company are final, and there are no refunds or cancellations. The Company reserves the right to refuse or cancel DMX purchase requests at any time and at its sole discretion. In no case, Company will perform any modification on the account titularity.

b. In the case of suspected fraud or irregularity in the usage of the account and/or purchase of DMX, the Company may undertake a more profound KYC's ("Know Your Customer") analysis, in which it may include a second level verification. While this procedure takes place, the user's account/purchase capability may be suspended and its credits blocked. At the conclusion of the process, if any fraud or irregularity is verified, the user's account/purchase, credits and points will be peremptorily cancelled. If the verified fraud or irregularity is considered a criminal offence, no matter its degree of illegality, appropriate and legal measures will be taken. By the opposite, if the verification procedure indicates the absence of any fraud or irregularity, the user's account will be reactivated, or the purchase reassured and the credits unblocked.

c. In the event of the above mentioned (5.b) procedure, the user will be notified as follows:

"Dear User, Your participation in the affiliate system has been temporarily blocked due to suspected fraud or irregularity in the usage of the account and/or purchase of DMX, as per article 5.a and 5.b of our Terms and

Conditions . The unlock of your account/purchase may occur by submitting us both of the following documents:

(i) scanned image of your photo ID card, passport or driver's license;

(ii) your picture clearly holding your photo ID card, passport or driver's license together with a readable paper written "#DMX" and the current date.

While your account/purchase is suspended, you will not be able to use or have access to your credits or receive any points in the affiliate program. Without further ado, Digital Money Compliance Sector".

d. Given any misuse or fraud, attempt or consummated, We reserve the right to cancel the compromised account without previous notification. In this occasion, if any DMX purchase has already been completed, all acquired credits will be transferred to the first created account of the fraudulent user, which, for all purposes, shall be considered by Us as the only non-misused or non-fraudulent account. All the affiliate program scoring points received by misuse or fraud shall be irrevocably canceled.

e. You are allowed to exclude your account from the platform. If You have no valid purchase of DMX, the account can be directly excluded by You through the platform, at your own discretion and risk. All of your data, including, but not limited to, login, password, documents approved by the KYC, affiliate registrations, and any other data related to You will be deleted without any possible way to recover.

f. If You have any valid purchase of DMX, at your own discretion and risk, You are allowed to exclude your account from the platform only through Our Support Service. The request of Our support to proceed with the exclusion of your account shall subject You to the payment of administrative fees. As the purchase of DMX is final, no refunds will be due to You. All of your data, including, but not limited to, login, password, documents approved by the KYC, affiliate registrations and acquired scoring, and any other data related to You will be deleted without any possible way to recover.

6. Acknowledgment and Assumption of Risks

a. You acknowledge and agree that there are risks associated with purchasing DMXs, owning DMXs and using DMXs as a method of payment . By purchasing DMXs, the purchaser expressly acknowledges and assumes these risks being aware that, as commonly occurring with other cryptocurrencies, the value of DMX may fluctuate significantly and be increased or reduced for many different reasons, including, but not limited

to: supply and demand, market conditions, political or geographical reasons, changes of regulations in any jurisdiction and technical reasons.

b. You also acknowledge that in the early stages of the sales process, some of the DMX system services will still be under development and may undergo significant changes before the official release on the blockchain main net.

7. Security

a. You are solely responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you are using to receive and hold DMXs purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your DMXs. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

b. The Company has no liability on any eventual phishing attack or use of malware, and is not responsible to secure or prevent You from any eventual fraud that You might eventually incur by not purchasing DMX directly from Our platform and through your own personal account.

8. Personal Information

The Company may determine, at its sole discretion, that it is necessary to obtain certain information about You in order to comply with applicable laws or regulations in connection with selling DMXs to You or further making you able to use it. You agree to provide the Company such information promptly upon request. You acknowledge that the Company may refuse to sell DMXs to you until you provide such requested information and the Company has determined that it is permissible to sell you DMXs under applicable laws or regulations.

9. Taxes

Any amounts that you pay for DMXs are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of DMXs. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company

is not responsible for withholding, collecting, reporting, or remitting any tax whatsoever arising from your purchase of DMXs.

10. Purchaser Representations and Warranties

By sending BTC, or any other accepted cryptocurrency or fiat money, to purchase DMXs from the Company, you represent and warrant that:

- a. You have read and understood these Terms;
- b. You acknowledge and agree that there are risks associated with purchasing DMXs, owning DMXs and using DMXs as a method of payment;
- c. You have a sufficient understanding of technical and business matters (including those relevant to the working and use of DMX and DIGITAL MONEY's System and Platform), cryptographic DMXs, DMX storage mechanisms (such as digital wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the DMXs. You understand the restrictions and risks associated with the creation of DMXs as set forth herein, and acknowledges and assume all such risks;
- d. You have obtained sufficient information about the DMXs and its System and Platform to make an informed decision to purchase the DMXs;
- e. You understand that the DMXs confer only the right to be used as a method of Payment within the scope herein presented, and confer no other rights of any kind with respect to the Platform or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary, or other financial or legal rights or interests;
- f. your purchase of DMXs complies with applicable laws and regulations in your jurisdiction, including, but not limited to: (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the DMXs and entering into contracts with the Company; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained;
- g. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of DMXs;
- h. if You are purchasing DMXs on behalf of any entity, You are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly). If You hold a private account and purchase DMXs on

behalf of any entity, You will be notified to indicate which of these accounts shall be part of the affiliate program. While We wait for Your response, the most recent account shall be taken out of the affiliate program;

i. You have obtained independent legal advice with respect to the same before accepting these Terms, and, in accepting these Terms, you further represent and warrant to the Company that you have been so advised to obtain independent legal advice, and that prior to accepting these Terms you have obtained independent legal advice, or have, in your discretion, knowingly and willingly elected not to do so;

j. You are not a citizen or resident of a geographic area in which access to, the use of, the acceptance of or delivery of the DMXs is prohibited by applicable law, decree, regulation, treaty or administrative act, and if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using and holding the DMXs;

k. none of the funds being used to purchase the DMXs are to your knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities, and the funds being used to purchase the DMXs which will be advanced by you under these Terms will not represent proceeds of crime for the purposes of the applicable laws, rules and regulations, including but not limited to the corruption, drug trafficking and other serious crimes. You also agree to provide any information as may be requested by the Company from time to time for the purposes of complying with applicable laws, rules and regulations, as well as requests from law enforcement agencies and regulators. You represent and warrant that to the best of your knowledge, none of the funds to be provided by you to the Company are being tendered on behalf of a person or entity who has not been identified to you, and you will promptly notify the Company if you discover that any of such representations cease to be true, and will promptly provide the Company with all necessary information in connection therewith;

l. You understand that any interest will be paid in connection with the debt instrument(s) only, and that the DMXs do not provide you with any right or entitlement to receive payment of interest solely by virtue of you holding the DMXs.

11. Indemnification

a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, Predecessors and successors (the "Company Parties") from and against all claims, demands, actions,

damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of DMXs; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

b. The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section 11. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

12. Disclaimers

a. To the fullest extent permitted by applicable law and except as otherwise specified in writing by the company: (i) The DMXs are sold on an "as is" and "as available" basis without warranties of any kind, and the Company expressly disclaims all implied warranties in regard to the DMXs, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (ii) the Company does not represent or warrant that the DMXs are reliable, current or error-free, meet your requirements, or that defects in the DMXs will be corrected; and (iii) the Company cannot and does not represent or warrant that the DMXs or the delivery mechanism for DMXs are free of viruses or other harmful components.

b. Any members or entities related to the creation and/or issuing of DMX shall not be liable for losses of DMX after they are transferred to you for any reason, including, but not limited to, your failure to maintain or back up an accurate record of your password or break password due to poor storage. They are also exempt from problems related to sending to erroneous or non-existent addresses.

c. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 12 may not apply to you.

d. The User must complete its KYC to receive its bonuses related to the affiliate program at the end of the ICO. If the User do not complete the KYC he will not receive the bonuses related to the affiliate program. DMX reserve its rights to distribute as its own will the remaining tokens that will left over by the Users that did not complete the KYC.

13. Limitation of Liability

a. To the fullest extent permitted by applicable law: (i) In no event will the Company or any of the Company Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the DMXs or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) In no event will the aggregate liability of the Company and the Company Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use the DMXs, exceed the amount you paid to the Company for the DMXs.

b. The limitations set forth in Section 13 will not limit or exclude liability for the gross negligence, fraud or intentional, willful, or reckless misconduct of the Company.

c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 13 may, thus, not apply to You.

14. Release

To the fullest extent permitted by applicable law, You release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

15. Dispute Resolution; Arbitration

a. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

b. **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

c. **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by email to the Company at legal@thedigitalmoney.io. Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in the courts of Cayman Islands.

d. **Arbitration Proceeding.** Any Dispute arising out or in connection with these Terms, including any questions regarding its existence, validity or termination shall be referred to and finally resolved by binding arbitration in Cayman Islands in accordance with the Arbitration Rules of the [CHOOSE AN ARBTRATION CHAMBER ACCORDINGLY, MAYBE THE LCIA, IN LONDON] ("LCIA Rules"). The arbitration tribunal shall consist of one arbitrator to be appointed by LCIA. The language of the arbitration shall be English.

e. **The governing law of these Terms shall be the law of the Cayman Islands.**

16. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

17. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of DMXs from us (the Company). We may make changes to these Terms from time to time as reasonably required to comply with applicable laws or regulations. We may also make changes to DMX's White Paper that might imply certain level of modification on these Terms. If we make changes, we will post the amended Terms or White Paper at <http://www.thedigitalmoney.io>. The amended Terms / White Paper will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing DMXs from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

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