



## TERMS AND CONDITIONS

### INTRODUCTION AND DEFINITIONS

Please read the following Terms and Conditions carefully to make sure you fully understand it. By accessing and using the <http://www.doc-coin.com/> website ("Website"), you agree to the following Terms and Conditions (collectively, these "Terms and Conditions") as they may be modified, changed, supplemented or updated periodically, as well as all applicable laws and regulations. If you do not agree to any of these Terms and Conditions then you should immediately cease the use of the Website and delete any information collected from it and refrain from use, purchase, sale or conduct of any other transaction related to the DocCoin. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the Terms and Conditions set forth below including our Privacy policy which is hereby incorporated in these Terms and Conditions by reference. If you are using our Website on behalf of your organization, that organization accepts these Terms and Conditions.

These Terms and Conditions may be modified, changed, supplemented or updated by the **DocCoin OÜ** ("DocCoin", "we", "us" or "our") in its sole discretion at any time without advance notice. We suggest that you visit this page regularly to keep up to date with any changes. Your continued use of this Website will confirm your acceptance of these Terms and Conditions as modified, changed, supplemented or updated by us. If you do not agree to such revised Terms and Conditions you must stop using this Website and any information, links or content contained on this Website.

The Terms and Conditions defined below in this section will have the meaning assigned to them here throughout this entire document unless explicitly mentioned otherwise:

(a) **'Accompanying Documents'** means other documents related to the DOC Sale in addition to these Terms and Conditions as stated on the website including but not limited to the Whitepaper, Token Sale Privacy Policy and Know-Your-Customer ('KYC') and Anti-Money-Laundering ('AML') guidelines for the Token Sale. In case of any discrepancies between Accompanying Documents and the Terms and Conditions, the latter shall apply.

(c) **'Affiliated Parties'** means any persons or entities that are related to the DocCoin Team, including, but not limited to partners, employees, agents and contractors of the DocCoin.

(d) **'Agreements'** mean these Terms and Conditions and any other rules, policies or procedures that may be issued by the DocCoin Team and the DocCoin and published from time to time on the Website (including the Accompanying Documents).

(e) **'Applicable Law'** means the laws of Estonia.

(f) **'Cryptocurrency'** means digital currency, represented by Bitcoin (BTC) or Ethereum (ETH) or Litecoin or Dash or any other permitted digital currency used by Users to purchase Tokens.

(g) **'Ethereum Smart Contract'** means digital computer protocol intended to facilitate, verify and enforce the negotiation, use and purchase of Tokens by a User.

(h) **'Party'** refers to either the DocCoin or the User who are bound by these Terms and Conditions and 'Parties' refer to both of them together.

(i) **'Use'** means use of the Website in any manner and/or use of the Token(s) in any manner including but not limited to sale, purchase, trading and transfer.

(j) **'User'** (also referred to as "You" or "Your" as required) means any person who is at least



18 years old and, who uses the Website and/or Token, with or without prior registration and authorization using the Account. The DocCoin reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in a certain phase of Token Sale (i.e. Accredited participants, etc.) as shall be mentioned on the Website and Whitepaper.

(k) **'DocCoin Team'** means the creators of the DocCoin ecosystem and DOC idea, platforms and initiators of the DOC Sale as presented on the main page of the Website, who are experts in their respective fields and involved in the development of the DocCoin platforms and infrastructure.

(l) **'DOC or 'Tokens'** means cryptographic Tokens, to be used on the platforms within the DocCoin ecosystem, granting its user limited rights as specified in this document or Accompanying Documents. The Tokens have been/ will be released by the DocCoin in the Token Sale or through other methods. The mentioned Tokens would be released in compliance of the laws of the Country where they will be released. Tokens, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right except as specially provided in the Whitepaper and/ or other Accompanying Documents.

(m) **'DocCoin ecosystem'** means an ecosystem of medical services platforms (the 'DocCoin platforms') and other ventures of the DocCoin.

(n) **'Website'** means the website- <https://www.doc-coin.com/> which is maintained and owned by the DocCoin.

(o) **'Whitepaper'** means one of the Accompanying Documents published by the DocCoin on the Website, describing technical and marketing details of the DOC Sale, the idea and purpose of DOC, as well as respective pricing and Tokens distribution periods.

(p) **DOC Token Sale** means an offering of Tokens to eligible Users to purchase Tokens which can be used on the DocCoin ecosystem. The Tokens are available in the Token Sale for a limited period of time, and might be available in the future through public sale and other processes as described on the Website and the Whitepaper.

## 1. GENERAL INFORMATION

1.1. When you create an Account with us, use Website or other services provided by the DocCoin, you must provide us information that is accurate, complete, and up to date.

1.2. These Terms and Conditions are a legally binding agreement between you, the Buyer (hereinafter -"You", the "User", the "Buyer"), on the one part, and the DocCoin, on the other part, also individually referred to as a "Party" and collectively as the "Parties".

1.3. These Terms and Conditions define basic mutual rights and obligations of the DocCoin and the Users, either taking a part in the Token Sale or just accessing, using or visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the DOC Tokens.

1.4. These Terms and Conditions are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the Terms and Conditions at any time by discontinuing the use of the Website and surrendering the Tokens held by them without any compensation or any other claims of any form against the DocCoin.

1.5. By using this Website each User covenants, represents, and warrants that (under the Applicable Law and law of the country of User's residence and citizenship):



- User is of an age at least 18 years old to enter into these agreements, meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with DocCoin and in doing so will not violate any other agreement to which User is a party;

- User has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

- if User is a corporation, governmental organization or other legal entity, User have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms and Conditions;

- User will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;

- User is not a resident or citizen of the United States of America.

1.6. We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the "Third-Party Content") for your convenience only. Their presence does not mean that they are recommended by DocCoin. We do not guarantee and are not responsible for any content and materials on third-party websites and resources. We assume 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.

## **2. TOKEN SALE ("CROWDSALES")**

2.1. In case you fill in the requisite forms and/or complete additional procedures prescribed under these Terms and Conditions, an account will be created by DocCoin for the purpose of participation in the Token Sale ("Crowdsale", "Token crowdsale") and Use of the Tokens in the future. This creation of an account on the Website is being made at your sole request and with your chosen login details and password. You should not share your password with the third parties or keep the login information and password confidential. If you learn of any unauthorized use of your password or DocCoin account, please let us know about every such case. You warrant that any and all information provided for the purpose of Your Account creation is valid, current, complete and accurate. Registration data and other information submitted by you and used for the creation of the account are used subject to the accompanying Privacy Policy and other documents such as White paper available on the Website. The user certifies to us that any funds used by the user in connection with the Website are either owned by him or that the user is validly authorized to taking part in a Token sale using such funds.

2.2. You hereby expressly consent that you are solely responsible for the use of your login and password for the account, for any registration data provided for account creation, and for any actions done during any use of your account. You agree to keep your login details and password private and to immediately notify the DocCoin of any unauthorized account activity you may be aware of and modify your login information respectively. You are solely responsible for any loss or damage you or we may face as a result of your failure to do so and we may undertake legal proceedings to recover any such losses.

2.3. You may request to deactivate or terminate your account on the Website, at any time and



for any reason by sending a request for the same in the contact form on the Website. We may recover any dues which resulted from the use of your account at the time of termination of the account and/or even after the termination of the account through all possible means if they are discovered after the termination of the account.

2.4. We may terminate your use of and registration with the Website at any time if you violate these Terms and Conditions or any other documents of DocCoin, at our sole discretion and without prior notice and/or 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.

### **3. CONFIDENTIALITY OF THE TRANSMISSION OF INFORMATION OVER THE INTERNET**

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not fully secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, DocCoin does not assume any liability, without limitation, for any damage you and the user may experience or costs you and the user may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Website or e-mail with DocCoin containing yours and the user's personal information. While DocCoin will take commercially reasonable efforts to safeguard the privacy of the information provided to DocCoin (if any) and will treat such information in accordance with DocCoin Privacy Policy, in no event will the information provided to Website be deemed to be confidential, create any fiduciary obligations for Website, or result in any liability for Website in the event that such information is negligently released by Website or accessed by third parties without our consent.

### **4. COPYRIGHT OF FEEDBACK MATERIALS**

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding DocCoin or the Website (collectively, "Feedback") that are provided by you, whether by email, posting through the Website or otherwise, are non-confidential and will become the sole property of DocCoin. DocCoin will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### **5. INDEMNITY**

5.1. To the extent allowable under applicable law, the User shall indemnify, defend, and hold the DocCoin and/or its subsidiaries, affiliated parties, 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 DocCoin arising out of a breach of any warranty, representation, or obligation hereunder.

5.2. You shall not have any claim of any nature whatsoever against us for any failure by us to carry out any of our obligations under these Terms and Conditions as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labor or materials, delays in

transport, hacker attacks on the Website or any resources which have any relation to the Token sale, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by us, for the supply of products under these Terms and Conditions or any other authority or any other cause whatsoever beyond our absolute and direct control.

## **6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY CLAUSE**

6.1. Any and all purchases of Tokens through the sale or any other future sales are final and non-refundable. By purchasing the Tokens, the user acknowledges that neither DocCoin nor any other of its affiliated parties are required to provide a refund for any reason, and that the user will not receive or demand money or other compensation for any Tokens that is not used or remains unused for any reason.

6.2. This Website and the 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 Tokens and their use.

6.3. You hereby expressly agree that, to the maximum extent permitted by the applicable law, DocCoin or its affiliated parties do not accept any liability for any damage or loss, including loss of any savings, business, revenue, or profits, or future 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 Tokens or their use by the user, regardless of the basis, upon which the liability is claimed.

6.4. You understand and agree that DocCoin and any of its affiliated parties shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value (if it is ever attributed to it) of the Tokens or cryptocurrency or Fiat currency. DocCoin shall not provide to the user any refund possibility (payout liquidity) for the purchased Tokens. The user understands and expressly agrees that DocCoin shall not guarantee in any way that Tokens might be sold or transferred during or after the Tokens sale (“Crowdsale”).

6.5. You understand and agree that it is your sole obligation to ensure compliance with any legislation relevant to your country of citizenship, residency or domicile concerning use of this Website and use and buying of the Tokens, and that DocCoin should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the Tokens. In case of any change in legislation in your country of citizenship, residency or domicile which makes the use of the Website and/or Tokens illegal, you agree to cease use of the Website and/or Tokens immediately and absorb any possible losses arising out of the same. You agree to be solely responsible for any applicable taxes imposed on Tokens that you propose to purchase and/or purchase hereunder.

6.6. DocCoin 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. DocCoin shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

6.7. Acquisition of Tokens does not present an exchange of cryptocurrencies for any form of ordinary shares, and holder of any Tokens, issued by DocCoin or acquired through any other manner is not entitled to any guaranteed form of interest, dividend or other revenue right unless



specifically mentioned in the White Paper or the other accompanying documents. Holders of the Tokens are only entitled to a limited right of the use of the Tokens in the DocCoin ecosystem in accordance with the Terms and Conditions set out herein.

6.8. 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 the Website, and that you should not accept any liability for any illegal or unauthorized use of the Website. You agree to be solely responsible for any applicable taxes imposed on Tokens that you propose to purchase and/or purchase or the services provided by the Website hereunder.

6.9. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Terms and Conditions in contracts with users, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you. In case of those situations, the Terms and Conditions and accompanying documents will govern you to the maximum permissible limits.

## **7. DISCLAIMERS**

7.1. Any cryptographic Tokens that possess value in public markets, such as Bitcoins or Ether, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A purchaser of the Tokens should be prepared to expect similar fluctuations, both down and up, in the price of the Tokens denominated in respective cryptocurrency (BTC or ETH) or Fiat currencies (USD or EUR or any other fiat currency). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. DocCoin cannot and does not guarantee market liquidity for the Tokens. By purchasing the Tokens, you expressly acknowledge and represent that you fully understand that they may not be able to sell the Tokens in any markets and experience volatility in pricing and will not seek to hold DocCoin liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of the Tokens.

7.2. The purchase of the Tokens carries with it a number of risks. Prior to purchasing the Tokens, you should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks are unacceptable to you, you should not purchase the Tokens. By purchasing the Tokens, and to the extent permitted by applicable law, you are agreeing not to hold DocCoin or any affiliated entity liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of the Tokens, including losses associated with the risks set forth herein.

7.3. Should you proceed to purchase any Tokens and the product fails to be suitable for the special or particular purpose as intended by you, we will not be liable to you for such unsuitability (including but not limited to accepting the return of, or refunding to you the purchase price of the respective Tokens).

7.4. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.

7.5. It is possible that DocCoin platforms will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project. Such a lack of interest could impact the development of the platforms and potential use of it. Therefore, the success of the mentioned project cannot be predicted.



7.6. The user recognizes that DocCoin platforms are under continuous modifications even and may undergo significant changes continuously. The user acknowledges that any expectations regarding the form and functionality of DocCoin platforms may not be met upon continuous functioning of the mentioned project, for any number of reasons including continuous change in the design and implementation plans and execution of the implementation of plans by DocCoin.

7.7. DocCoin and the respective DocCoin team do not support any unfair or fraudulent practices and confirm their intention to continue to develop and improve DocCoin ecosystem. However, due to the risks, associated with cryptocurrency and digital Tokens market (including those described in this Section), the user understands and accepts that while DocCoin development team will make reasonable efforts to complete each platform of DocCoin ecosystem, it is possible that an official completed version of a DocCoin platform may not be released and there may never be a respective operational platform.

7.8. We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.

7.9. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.

7.10. Security measures have been implemented to ensure the safety and integrity of any of the services related to the Token sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

7.11. The Tokens are unregulated. DocCoin and DocCoin development team are closely following changes to legislation in the most relevant jurisdictions in the world and undertake to act accordingly, if changes impact operations of Tokens. DocCoin and/or DocCoin Team or any of its affiliated parties is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, financial advisory, money changing, banking, fund management or investment advice. This Token sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

7.12. This document or any other document, produced and signed by us, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

7.13. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not and does not offer and shall not be construed as investment or financial product.

7.14. There are no warranties and/or guarantees given that the Tokens will be listed or made available for exchange for other cryptographic Tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and we do not give any warranties in regard to any exchange services providers. In any case we will not enable exchange the Tokens for fiat currency. User may not at any given time be able to acquire or dispose of its Tokens due to potential lack of liquidity.

7.15. It is possible that even if the Token and DocCoin platforms are fully functional, users may not be able to participate in any intended or implied projects and use their Tokens. By holding the Tokens, the User acknowledges that he (she) understands that while every effort will be made to



keep DocCoin platforms functioning, they may have to be closed down or not perform as expected and the Token holders accept complete sole responsibility for any such situation.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. DocCoin 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 DOC Tokens and his activities generally.

8.2. In no way shall these Terms and Conditions entitle the user for any intellectual property of DocCoin, including the intellectual property rights for the Website and all text, graphics, interface, visual interfaces, 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 DocCoin and is protected by the Intellectual Property Rights and fair competition laws.

8.3. There are no implied licenses under these Terms and Conditions, and any rights not expressly granted to the user hereunder are reserved by the DocCoin.

## **9. APPLICABLE LAW AND DISPUTE RESOLUTION**

9.1. All questions concerning the construction, validity, enforcement and interpretation of the Agreements shall be governed by and construed and enforced in accordance with the laws of Estonia (Applicable Law).

9.2. To resolve any dispute, controversy or claim between them arising out of or relating to any of the Agreements, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than ninety (90) days following written notification of such controversy or claim to the other Party. 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 DocCoin shall be sent by e-mail to DocCoin at support@doc-coin.com. Notice to you shall be either posted on our website or, if available, will be sent by email to any email address you provided in connection with your purchase of Tokens or use of the Website or Services. Your notice to Us 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. In case the dispute could not be solved through negotiation, the parties will move for binding arbitration.

9.3. 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 DocCoin (i) waive your and DocCoin's respective rights to have any and all Disputes arising from or related to these Terms and Conditions resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and DocCoin 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).

9.4. The parties waive all their rights to claim Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms and Conditions is personal to you and





DocCoin 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 attempts 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.

9.5. The enforceability of this Clause 9 will be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce (ICC) Rules of Arbitration, to the maximum extent permitted by applicable law.

9.6. Any arbitration will occur in Stockholm, Sweden. The arbitration will be conducted confidentially by a single arbitrator appointed by the President of the ICC in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference. The courts located in Stockholm, Sweden, will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

9.7. Under these Terms and Conditions, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms and Conditions. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

9.8. The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>.

By agreeing to be bound by these Terms and Conditions, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.

9.9. If any term, clause or provision of this Clause 9 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other Terms and Conditions, clauses and provisions of this Clause 9 will remain valid and enforceable. Further, the waivers set forth in Clause 9.4 above are severable from the other provisions of these Terms and Conditions and will remain valid and enforceable, except as prohibited by applicable law.

## 10. Additional Provisions

(a) **Complete Agreement:** These Terms and Conditions together with the accompanying documents set forth the entire understanding between each User and the DocCoin and the DocCoin Team with respect to the purchase and sale of Tokens. For facts relating to the sale and purchase, the User agrees to rely only on the Agreements in determining purchase decisions and understands that these documents govern the sale of Tokens and supersede any public statements about the Token Sale made by third parties or by the DocCoin Team or DocCoin or individuals associated with DocCoin Team or DocCoin, past and present and during the Token Sale.

(b) **Severability:** If any term, clause or provision of these Terms and Conditions is held unlawful,



void or unenforceable, then that term, clause or provision will be severable from these Terms and Conditions 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 and Conditions.

(c) **No Waiver:** The failure of the DocCoin to require or enforce strict performance by the Purchaser of any provision of these Agreements or failure to exercise any right under these Agreements shall not be construed as a waiver or relinquishment of the DocCoin's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the DocCoin of any provision, condition, or requirement of these Terms and Conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms and Conditions, no representations, statements, consents, waivers, or other acts or omissions by the DocCoin shall be deemed a modification of these Terms and Conditions nor be legally binding, unless documented in physical writing, and executed by the User and a duly appointed officer, employee, or agent of the DocCoin.

(d) **Force Majeure:** The DocCoin is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the Party injured by the other's inability to perform may elect to suspend the Agreements, in whole or part, for the duration of the force majeure circumstances. The Party experiencing the force majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of force majeure on the injured Party.

(e) **Cooperation with Legal Authorities:** The DocCoin will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

(f) **State Policies:** The DocCoin and its affiliated parties strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the DocCoin in complying with all of the mentioned regulations and provide any necessary information if such is required from the User by the competent authority.

(g) **Updates:** The Agreements may be updated with or without notice from time to time and the version available at the Website on a given date will be considered as the governing document for any incidents arising on that date. An update of the Agreements on the Website will be considered as valid notice to everyone and all users and interested parties are requested to visit the Website regularly to update themselves about the latest updates to the Agreements.

(h) The Agreements will not be interpreted against one Party merely as it was drafted by the Party.

(i) **Construction:** For purposes of Agreements, whenever the context requires:

- i. the singular number shall include the plural, and vice versa;
- ii. the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders; and
- iii. the words include and including, and variations thereof, shall not be deemed to be Terms and Conditions of limitation, but rather shall be deemed to be followed by the words without limitation.

(j) **Assignment:** The User shall not assign any of the Agreements, either in whole or in part,



without the express prior written consent of the DocCoin. Any such attempted assignment shall be void.

**Important Note for Residents of United States of America:** THE CITIZENS, PEOPLE DOMICILED IN THE UNITED STATES OF AMERICA ARE NOT ELIGIBLE AND NOT ALLOWED TO PARTICIPATE IN THE TOKEN SALE AS WELL AS IN THE TOKEN SALE REFERRAL PROGRAM OWING TO REGULATORY ISSUES. THE RESTRICTIONS ON USE OF THE WEBSITE AND TOKENS REMAIN AT ALL STAGES AND THEY ARE NOT ELIGIBLE TO OBTAIN THE TOKENS THROUGH ANY MANNER OR ANY TRANSACTION INCLUDING OUR REFERRAL PROGRAM. THE ABOVE MENTIONED RESTRICTIONS ALSO EXTEND TO COMPANIES OR OTHER LEGAL ENTITIES CREATED AND/OR OWNED BY CITIZENS AND RESIDENTS OF THE UNITED STATES OF AMERICA. YOUR CONTINUED USE OF THE WEBSITE AND/OR THE TOKENS MEANS THAT YOU ARE NOT DOMICILED RESIDENT OR A CITIZEN OF THE UNITED STATES OF AMERICA OR OWN A COMPANY OR OTHER LEGAL ENTITY BASED IN THE UNITED STATES OF AMERICA. FOR OTHER USERS, IF YOU BECOME DOMICILED, RESIDENT OR A CITIZEN OF THE UNITED STATES OF AMERICA OR OWN A COMPANY OR OTHER LEGAL ENTITY BASED IN THE UNITED STATES OF AMERICA, YOU WILL IMMEDIATELY CEASE TO USE THE WEBSITE AND/OR TOKEN AND INFORM US IMMEDIATELY.

Following cryptocurrency wallet addresses are the only official wallets of DocCoin company.

0x0028D118C0c892e5afaF6C10d79D3922bC76840B

0x005f93EAAfD11ec1a909A7Cc370769aB51A5dF7

DocCoin is the sole owner of the funds located in the mentioned cryptocurrency wallets and can use this funds for any purpose related to operating activities of DocCoin.

DocCoin is not responsible for any loss of funds during security breach of the DocCoin cryptocurrency wallets or any other loss of funds caused by the third parties or decline in cryptocurrencies value or any other cause.

Last updated on: 24/04/2018