

## Token Sale Policy

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YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY AND IN FULL AND CONSULT WITH AN ATTORNEY HAVING FULL KNOWLEDGE OF YOUR LOCAL LAWS AND YOUR PERSONAL SITUATION BEFORE PARTICIPATING IN THE TOKEN SALE.

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### DEFINITIONS

**Token Sale** shall mean the process of sale-purchase of the Services between Triggmine and Customers and the Services are accessible to Customers by means of Tokens.

**Token** shall mean the software-related digital product with special authorized access key to Services created by Triggmine which gives the Customer a limited and revocable access to use Services upon their successful launch, development and growth in pursuance of the Terms.

**Triggmine** (also may encompass “We”, “Our” or “Us) shall mean controller of the Website, arranges and runs sale of Tokens, regulates distribution and further possession of Tokens by introducing the relevant policies and procedures under the brand name “TRIGGMINE” and is represented by MSOFTIX GROUP d.o.o the legal entity a private limited company organized under the laws of Slovenia, Letališka cesta 16, 1000 Ljubljana.

### INTRODUCTION

This Token Sale Policy uses definitions with the meanings and constructions as defined in Terms and Conditions unless the Sale Policy provides otherwise.

Token Sale Policy stipulates rules and principles Triggmine undertakes to reasonably accomplish when offering Tokens for sale, selling Tokens, protecting Tokens holders, blocking and cancelling purchase of Tokens.

RULES AND PRINCIPLES SET FORTH HEREIN ASCERTAIN ESSENTIAL RIGHTS AND OBLIGATIONS APPLYING TO THE CUSTOMERS IN TERMS OF PURCHASING, POSSESSING TOKENS, PROTECTING TOKENS HOLDERS,

BLOCKING AND CANCELLING PURCHASE OF TOKENS, THEREFORE, EACH CUSTOMER CONSENTS AND OBLIGATES TO DEDICATE ENOUGH TIME TO FAMILIARIZING ITSELF WITH THE TOKEN SALE POLICY.

The Customer accepts that by purchasing and possessing Tokens, the Customer agrees to be bound by provisions of the Token Sale Policy.

#### **PRIVATE AND PUBLIC SALE**

The Customer accepts the offer to purchase Tokens by following a designated for this purpose link on the Website and/or Account or clicking on the respective icon on the Website and/or Account.

**Private Sale:** shall constitute the direct sale of the Tokens to the dedicated individuals and/or legal entities subject to the individual terms and conditions between the Triggmine, Related Person and the purchaser of the Tokens. Private Sale shall not be subject to the Terms hereto.

**Public Sale:** shall constitute the indirect sale of the Tokens via the Website to the unlimited and undefined person and legal entities, who becomes a Customer in course of the authorization on the Website for Token Sale purposes. Public Sale to be conducted in two (2) phases of Token distribution process.

Pre Sale (6PM UTC 19th March - 19th April 2018)

Triggmine tokens distribution cap: 30 000 000 Triggmine tokens (3 000 ETH)

Minimal goal to start: 5 000 000 Triggmine tokens (TRG)

Cryptocurrency accepted: ETH

The token's price: 1000 TRG = 0.1 ETH

The minimum purchase amount: 0.1 ETH

Amount of tokens per one person: unlimited

Minimum transaction amount in Ethereum: 0.1 ETH

Maximum transaction amount: unlimited

Public Sale (6PM UTC 11th June - 11th July 2018)

Triggmine tokens distribution cap: 150 000 000 Triggmine tokens (15 000 ETH)

Currency accepted: ETH, BTC

Amount of tokens per one person: limited

Minimum transaction amount in Ethereum: 0.1 ETH

Minimum transaction amount in Bitcoin: 100 Triggmine tokens

Maximum transaction amount: limited

#### **TOKEN SALE: TERM AND TERMINATION**

Token Sale Policy, Terms and Conditions with the Customer shall commence upon acceptance by Customer of all the terms of the Token Sale Terms by clicking the "purchase" button or by purchasing any amount of the digital Tokens and using any part of the smart-contract or the Services, and shall continue until terminated in accordance with the Terms.

Customer may purchase the Token as an authorized access to the respective Services. Tokens are provided «as is».

Triggmine shall have the right at its sole discretion and without any prior written notice terminate the Token Sale to any Customer if:

- (a) Customer provided invalid data to complete the registration process;
- (b) Customer failed to comply with the requirements of Token Sale Policy;
- (c) Customer failed to comply with the other Terms and/or Supplementary Documents.

Upon termination of the Token Sale to any Customer all the rights granted during the Token Sale to the Customer under the Terms, Customer's Account, Customer's Tokens shall be immediately terminated, without any data restoration available.

Upon termination of the Token Sale, each party will remain liable to the other for any amounts due and owing to the other party as of the date of termination, and such obligation to pay shall survive any termination of the Token Sale.

## **ACCESS**

By using the Login and Password the Customer confirms that all actions in Account are done by Customer in electronic form, any confirmation, Token Sale actions, amendments and any other actions within the Account (using Login and Password) shall be considered as done by Customer personally and shall be accepted by the Customer and the Triggmine to be an electronic document equal to a paper document signed by a handwritten signature.

All actions carried out with the use of Login and Password of the Customer, considered to be executed by the Customer.

## **TAXES**

It is your responsibility to determine what taxes, if any, apply to your participation in the Token Sale or purchase of Token, for example, sales, use, value added, and any similar taxes. It is your responsibility to withhold, collect, report, pay and remit the correct taxes to the appropriate tax authority and all your factual and potential tax obligations are your concern. You agree that Triggmine and/ or Related Person are not in any case and under no conditions responsible for determining whether taxes apply to your participation in the Token Sale or purchasing Tokens or for collecting, reporting, withholding or remitting any sales, use, value added, or similar taxes arising from participation in Token Sale or purchasing Tokens. You also agree that Triggmine is not in any case and under no conditions bound to compensate for your tax obligation, to give you any advice related to tax issues or to act and cooperate in any proceeding, in which you would claim or enforce tax benefits under any bilateral or multilateral tax agreement or under any other national or international tax regime.

Any amounts that you pay for Tokens are exclusive of any applicable taxes and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide to us any information that we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law of your tax residency state, you will notify Triggmine and will pay the Company any additional amounts necessary to ensure that the net amount received by the Company, after any deduction and withholding, equals the amount Triggmine would have received if no deduction or withholding had been required. Additionally, you will provide Triggmine with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## **TOKEN SALE POLICY GRANT AND RESTRICTIONS**

The smart-contract of the Services requires the Tokens for its work. Only the Customer who purchased the certain amount of Tokens may decide on respective amount of purchased Services.

Customer shall not, and shall not allow any third party to:

- insert any viruses, worms, date bombs, time bombs, or other code that is specifically designed to harm the use of or to damage, interrupt, or interfere with any end user data;
- use the Tokens for of illegal, unlawful or other unauthorized purposes.

## **OBLIGATIONS**

Customers represent and guarantee to Triggmine that the funds used to purchase Tokens do not derive from unlawful sources such as misappropriation, abuse of powers, commission of crimes, and that purchase of Tokens is not used to facilitate unlawful activities.

Customers may be required by Triggmine and/or any payment processor, financial institution processing the transaction to submit a proof which allows to determine the lawfulness of the funds for which Tokens were purchased.

Customer accepts and agrees that participation in Token Sale is provided on “as is”, “as available” and “with all faults and errors” basis. The Customer assumes and accepts all and any possible risks, losses, damages and liability related with purchase, further possession and use of Tokens, encompassing loss of access to the Account, loss of the Customer’s profile information, technical and programming weaknesses, instability, insufficient testing and incompleteness of the blockchain system, cryptocurrency market volatility and fluctuations, tampering of the mining platform, but not exclusively.

Being decentralized (Artificial Intelligence) AI powered email marketing for E-Commerce service and management software at its early stage of development, may turn out to be ineffective, may contain errors, technical glitches, drawbacks, possible harmful software and untested or not fully tested programming components, misconnections, transmission delays and faults or not fit a particular purpose.

## **WAIVERS FOR TOKEN USE**

The Token is created according to specifications of the blockchain. The digital token is developed to organize the interaction of an ecosystem of the participants in the.

The Customer acknowledges, understands and agrees that ownership of the Token allows Customer to receive the services only and does not grant the Customer the right to receive voting rights, profits, income, or other payments or returns arising from the acquisition, holding, management or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit in any kind of property or any part of it.

The Customer acknowledges, understands and agrees that no promise has been made by Triggmine of any functionality or utility inherent in Token (or forthcoming from the Services otherwise) beyond that which is implemented and publicly-offered at the time of the Token Sale, including (but not limited to): the ability to offer and purchase project services in exchange for Tokens. Any discussion of additional functionality is purely speculative and Triggmine hopes, but does not covenant, warrant or guarantee, that numerous of its additional "Road Map" goals will be attained or completed.

*Citizens and residents of People’s Republic of China, Singapore and United States, Puerto Rico, United States Virgin Islands and any other possessions and territories controlled by the United States, are restricted to purchase Tokens on the Pre Sale. The foregoing restriction also applies to persons who may, by virtue of the United States Internal Revenue Code and other tax regulations, be considered tax residents of the United States and the aforementioned territories.*

*If You are acting on behalf of an entity, you represent and warrant to Us that none of the owners of such entity are or may be deemed to be citizens or residents of People's Republic of China, Singapore, United States and possessions and territories controlled by the United States, including but not limited to, Puerto Rico and United States Virgin Islands. Should Your eligibility criteria be affected or change which may result in Your being qualified as a citizen or resident of People's Republic of China, Singapore, United States, Puerto Rico, United States Virgin Islands and any other possessions and territories controlled by the United States, You should notify Us as soon as possible. If You fail to notify Us of Your possible status change hereunder, Triggmine may refuse to sell You Tokens, cancel any purchase of Tokens made previously by You without the obligation to refund the purchase.*

## **RISKS**

By purchasing, selling, holding, owning, and using Tokens and participating in the Token Sale, Customer expressly acknowledges and assumes the following risks:

The Customer is aware of the merits, risks and any restrictions associated with Tokens, cryptocurrencies and blockchain-technologies, including but not limited to:

- Risk of Losing Access to Tokens – loss of requisite private key(s) (Login, password and other Account data) associated with your Tokens will result in loss of such Tokens;
- Risks Associated with the Ethereum Platform Protocol - there is no warranty or assurance that the process for distribution Tokens, Token Sale will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of Tokens;
- Risk of Hacking and Security Weaknesses - smart contract Services are based on open-source software, there is a risk that a third party may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Services, Tokens and Token Sale process. And related data which could negatively affect the Services and use of Tokens;
- Risk of Hard Fork - the Services will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes;
- Risk of Token loss of exchange or other value with respect to other tokens or national currencies;
- Risk of Uninsured Losses - Tokens are uninsured unless you specifically obtain private insurance to insure them, therefore, in the event of loss or loss of utility value, there is no public insurer or private insurance;
- Risks Associated with Uncertain Regulations, Taxation and Enforcement Actions - blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the smart contract implemented in the Token. You are urged to consult your own legal and tax adviser as to the tax consequences of the ownership and disposition of the Tokens;

THERE ARE OTHER RISKS ASSOCIATED WITH YOUR TOKEN PURCHASE, SALE, OWNERSHIP, CUSTODY, POSSESSION, AND USE OF THE TOKENS, INCLUDING THOSE THAT TRIGGMINE CANNOT REASONABLY FORESEE. SUCH RISKS MAY FURTHER MATERIALIZE AS UNANTICIPATED VARIATIONS OR COMBINATIONS OF THE RISKS.

## **GOVERNING LAW AND TOKEN WAIVER**

Taking into consideration the entire Terms, this Sale Policy and the Private Policy are constructed under the Common Law and Laws of Slovenia, in light of the criteria of *SEC v. W. J. Howey* in the United States, (the reference to this case is given as reference of general information only):

- The Customer acknowledges, understands and agrees that Tokens:
- do not grant to the Customer any voting or ownership rights;
- do not grant to the Customer any return on investment;
- do not grant to the Customer any profit or passive income from the ownership of the tokens.

Notwithstanding the foregoing, the laws of Slovenia shall prevail in any case and Slovenian legislation shall be considered as a governing law.

By purchasing Tokens, the Customer expressly acknowledges and assume the foregoing risks.

## **OFFER**

Token Sale Policy constitutes an offer to conclude the agreement for purchase and use of the Tokens under the conditions stated below (the Offer) and can be accepted by any legal entity and/or natural person not otherwise than by adherence to the entire this Token Sale Policy and Terms, including the conditions of its applications all Supplement Documents, Whitepaper and information posted from time to time on the Website and Account data.

Any revisions to the Token Sale Policy will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the "Effective Date").

## **ACCEPTANCE**

To become a party of the Token Sale Policy, which means the acceptance of the Offer for purchase and use of the Token and therefore, Services under the conditions stated below, the User shall purchase any amount of Tokens in accordance with the technical recommendations.

By purchasing the Tokens in accordance with the Terms, Whitepaper, technical recommendations of Triggmine, the Customer fully and unconditionally accepts the Offer for purchase and use of the Tokens under the conditions stated in the Token Sale Policy, without any reservation or exception.

**If you do not agree to all of the terms of the Token Sale Policy, You may not purchase any amount of the Tokens.**