

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY MAKING A CONTRIBUTION TO TRIGGMINE OÜ AND MSOFTIX GROUP D.O.O FOR THE PURCHASE OF TOKENS DURING THE TOKEN SALE, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE TERMS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF TOKENS AND NAVIGATE AWAY FROM THE TOKEN SALE WEBSITE

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Terms and Conditions as described herein which may from time to time be revised and amended by the Triggmine at any time and in any part of the Terms and Conditions under sole discretion of the Triggmine.

DEFINITIONS

The below definitions used throughout the Terms shall be interpreted and understood as follows:

Account shall mean a digital account to be created by Customer through Website and which must contain all the necessary details of the Customer as required by the Website and mandated by Triggmine . Whether only Customer with registered accounts will be authorized to purchase Tokens or perform other actions falls within the exclusive decision-making process related to purchase Tokens;

Customer (also may encompass “You” and “Your” throughout the Terms) shall mean person who accesses Website, whether an individual or entity, the customer, client, tokenholder, user of the Services and all information related to the Services (e.g. milestones, service levels, statistics, information on purchases and news) available to the Customer in Account accessible by means of Token.

Services shall mean decentralized AI powered email marketing for E-Commerce based on smart-contracts services, solutions for marketing management services based on the automatic algorithms, management system, database marketing research analysis and other features operated by Triggmine OÜ, Estonia.

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.

Notwithstanding the foregoing, Triggmine reserves the right to set up an entity (legal person) or cooperate with legal entity for the purposes of implementing the goals laid down in the Whitepaper and other Supplemental Documents, but does not assume any obligations in connection herewith;

Token shall mean the software-related digital product with special authorized access key to Services is designed to perform a function of a pre-order access key (that enables access to the Services ones developed) created by Triggmine which give the Customer a limited and revocable access to use Services upon its successful launch, development and growth in pursuance of the Terms. Token is needed for all internal operations inside of ecosystem of the Website and the Services.

***NB!** Tokens do not constitute shares, commodities, financial instruments or ownership rights. Tokens do not represent any ownership rights, securities, stakes or their equivalents in any entity and therefore, do not entitle their holders to dividends, revenue distribution, gains or the like except for the right expressly set forth herein.*

Website shall mean the website which is run, controlled and operated at www.triggmine.io

Whitepaper shall mean the document describing the plan that includes a description of the Services purposes, a description of the team and a description of the token generation and distribution strategy, the process of Token Sale, Services and all related details to the process of Services purposes and development, Services access and Tokens distribution.

Related Persons - any persons, whether individuals or entities, who may have any relation to Services. Related Persons may encompass partners, agents, representatives, employees, affiliates, subsidiaries, assigns and this enumeration may not be limited depending on circumstances; MSOFTIX GROUP d.o.o. issuer of the Tokens, TriggMine OÜ operating Services accessible via Tokens.

Team - the core group of TriggMine OÜ creators, MSOFTIX GROUP d.o.o. and conceivers as they are presented on Website and who are experts in the marketing, management, direct mailing and sales, e-commerce, digital products distribution etc.;

Supplemental Documents - other documents supplementing the Terms and constituting an integral part hereof, including but not limited to Tokens Sale Policy, Privacy Policy, Whitepaper and other documents released from time to time by the Triggmine on the Website.

GENERAL: Introduction

These Terms and Conditions (hereinafter and throughout the text - the “Terms”) shall constitute a complete, full and valid understanding between the Customer of Services and Triggmine as defined by herebelow.

Each Customer consents and obligates to dedicate enough time to familiarizing itself with the Terms since they stipulate and affect the Customer main rights and obligations related to usage of Website, Services and sale of Tokens.

The Terms shall be deemed to have been accepted by each and any Customer upon the fact of using Website, Services and purchasing of Tokens. Continued usage of Website, Services and further possession of Tokens shall render the Customer agreement with the Terms.

If, at any time, the Customer becomes unsatisfied with Website, Services, purchase, further possession and usage of Tokens, its only remedy will be to cease using them and the Triggmine shall not be liable to such Customer in connection therewith and shall not be obligated to provide any compensation or refund for Tokens purchased by such Customer. Purchase of Tokens, rights and obligations deriving therefrom are regulated by Tokens Sale Policy published on the Website.

The Terms shall be construed and read in conjunction with other supplemental documents to be published on the Website from time to time. Such supplemental documents accompany the Terms and are considered to be their integral part.

ELIGIBILITY

By accessing and using creating Account and purchasing Tokens, You assure Us that:

- You have attained the age of majority under the laws of your residence, allowing You to accept the Terms, enter into other arrangements with Triggmine and the Services, buy Tokens and commit other legal acts as may be prescribed by the Terms and/or Triggmine;
- You possess knowledge, skills, expertise and awareness to deal with digital products of Triggmine, Token use, tokensale- and blockchain-related projects and products allowing You to assume all possible risks, fluctuations, losses, damages, failures, whether predictable or unpredictable, which may arise out of your decisions to purchase or not to purchase Tokens, access Website, create the Account or rely on any other information released by Triggmine;
- in case You are acting on behalf of a legal entity, You are authorized, by virtue of law or an appropriate contractual instrument, to bind such entity to the Terms and other regulations and procedures released by the Triggmine, which may be reasonably requested upon Triggmine demand;
- You will not access and use the Website, create the Account and/or purchase Tokens for any illicit activities, whether in accordance with laws of Your country, or any other country;
- You are not, in pursuance of the laws of Your country of residence, prevented from accessing and using Services, Website, as well as creating the Account and/or purchasing, possessing and using Tokens.
- You accept all responsibility for allocation, use, acquisition of the Tokens and any decisions made by You and related to use of the Your Tokens shall be your sole liability.

EXPLOITATION. ACCOUNT USE

In order to use Services and Token, the Customer should take certain steps, namely:

- add the information requested during the Account authorization and Token sale process;
- add the necessary private information and requested scanned documents;
- generate passwords;
- verify you e-mail by click to the received link within 24-hours;
- indicate the wallet cryptocurrency and details;
- manage the sale purchase information.

Tokens have no rights, uses or attributes outside of scope of the Services.

The Customer are encouraged to review the Whitepaper, Website and the Triggmine announcements for more information on the planned enhancements and extension of the Services features.

Registration of the Account will normally require You to provide Your full name, Username, residence address, email address, password and any other personal information which the Website registration form may prescribe. The information obtained from You for Your Account registration will be treated as personal information and be protected in accordance with Privacy Policy forming an integral part hereof and released on the Website.

All the information provided by the Customer for its Account registration must be accurate, true and up to date otherwise, if Triggmine detects any misleading, fraudulent data given by the Customer, Triggmine

reserves the power and authority to delete such Account, deny access to the Website and/or refuse to sell Tokens to this Customer.

The Account data must be kept private and confidential preventing unauthorized persons from accessing them. Notwithstanding the foregoing, the Customer shall be regarded solely responsible for the activities conducted in its Account. If the Customer suspects any unauthorized access to or usage of its Account, it is obligated to notify Triggmine as soon as possible to prevent negative results to the maximum extent.

By a general rule, the Customer will have the right to terminate or suspend its Account at any time by filling in the relevant form intended for this purpose on the Website, except for situations where the Account termination or suspension turns out to be impossible, impracticable or not permitted under the Terms, other Supplemental Documents or court order, judgments, governmental body ruling and any other directives, regulations and authorities' decisions.

Triggmine shall be entitled, upon its sole discretion and without a duty of prior notice to the Customer, to terminate or suspend any Account if it deems that the Customer violates provisions of the Terms, other Supplemental Documents, or Triggmine considers that such termination or suspension is reasonable and necessary in any particular case. Upon termination or suspension of the Account, Triggmine will refund Customer's contribution (if any) to the same extend of amount and type of the cryptocurrency and will not be liable to the Customer whatsoever. Upon termination of the Terms and Supplement Documents, 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.

WARRANTIES AND LIMITATIONS

Customer accepts and agrees that Services, Website and participation in Tokens sale-purchase are 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 usage of Services, accessing of Website and purchase, further possession and use of Tokens.

Triggmine and its Related Persons do not and will not warrant that usage of Services, Website and participation in Tokens sale-purchase will serve and comply with the goals, statements and aims specified in the Whitepaper and other Supplemental Documents.

Services, Website, all and any materials and information contained thereon are made available to Customer with, including but not limited to, all possible, predictable or unpredictable errors, technical glitches, drawbacks, possible harmful software and untested or not fully tested programming components, misconnections, transmission delays and faults, non-effectiveness, absence of fitness for a particular purpose. Triggmine does not and will not claim that Services and Website will function properly and effectively all the time or at any given time, or that they will be available, error-free, effective and functional in all countries or in any particular country or territory.

Customer expressly consent that Triggmine, Team and Related Persons do not assume any liability and shall not be liable for any losses, damages, lost profits, reputation damages, damages to materials, equipment, information, software possessed by the Customer, arising out of the usage/non-usage of Services, accessing and usage of Website, participation in sale-purchase of Tokens, further possession and use of Tokens and other activities which may be decided by Triggmine, of any nature whatsoever, whether

such losses or damages are direct, indirect, punitive, consequential, incidental, exemplary, special or of any other nature and qualification as may be laid down in any particular jurisdiction of which Triggmine and/or Customer are regarded to be residents or citizens.

Purchase, further possession and use of Tokens may incur certain financial and legal risks accrued to them and the Customers are strongly encouraged to turn to professional financial consultants, accountants, and legal experts specializing in tokensale -related matters, and in handling of legal consequences of purchase, further possession and use of cryptocurrency and digital products bearing similarity and likelihood to Tokens, considering the Terms, Whitepaper, Supplemental Documents and other materials and information which may be published by Triggmine.

Triggmine and Related Persons do not and will not warrant benefits or privileges resulting from the purchase, further possession and use of Tokens, or that Services, Website will suit the Customer' needs. Due to being unregulated digital products of a specific nature, Tokens may experience extreme fluctuations and volatility in terms of exchange for fiat currencies or other cryptocurrencies and digital products, but not exclusively. Sale-purchase of Tokens shall be additionally regulated by Token Sale Policy. Triggmine may not deliver on its promises and goals specified in the Whitepaper and other materials made available to the public from time to time, owing to the lack of interest to Services, unfavorable regulation or other unforeseeable circumstances which may influence Services, its development and growth or cause its termination at all.

Triggmine and Related Persons do not and will not refund or in any other way compensate Customer for purchase of Tokens or losses incurred by the Customer in connection therewith, whether due to the Customer's dissatisfaction with Services, unsuitability of Services and/or the Website, disagreement with Triggmine, unsuccessful launch of Services, unexpected development or termination of Services, without limitation to the foregoing.

Triggmine does not and will not warrant to the Customer that Tokens will be capable of being exchanged to any other cryptocurrencies. TRIGGMINE TAKES NO RESPONSIBILITY FOR, AND SHALL HAVE NO LIABILITY TO, ANY CUSTOMER IN BREACH OF APPLICABLE LAW.

REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants that:

- The Customer has read and understands in Terms, Privacy Policy, Token Sale Policy, Whitepaper, Roadmap full;
- The Customer fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the Tokens;
- The Customer fully understands the present status, features and capabilities of the Services and Token, and the level of Customer participation (including goods or services offerings) therein, and accepts the Token in full knowledge of receiving only the capabilities present or inherent in them at the moment of Customer's purchase of the Tokens;

- The Customer fully understands, realizes and agrees that Token does not grant to the Customer any voting or ownership rights, any return on investment or any profit and passive income from the ownership of Tokens;
- The Customer will not forge, or otherwise manipulate any personal or non-personal data requested in the process of the Customer's authorization (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested in the event when such necessity arises in connection within the requirements of anti-money laundering (AML) and "Know Your Customer" (KYC) frameworks.

In case of filing accusations, claims or lawsuits to Triggmine related to non-compliance by the Customer of the Terms, Token Sale Policy and/or engagements entered by the Customer during the participation of the Token Sale, non-compliance with exclusive rights or other rights of third parties the Customer agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate Triggmine documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Customer or untimely fulfillment of his obligations by the Customer.

INTELLECTUAL PROPERTY

All information and materials published on Website and made available via Services, Token access to the Services are possessed by Triggmine and/or its Related Persons and no Intellectual property rights are ever granted to Customer and/or any third party under whatsoever circumstances.

Information and materials made available via Website are exclusively and without limitations owned by Triggmine and/or its Related Persons, regardless of whether they may be or are patented as invention, design, registered as copyright, trademark, service mark, domain name or protected as a trade secret or know-how in any jurisdiction or region. Patentability or registrability of such information and materials does not affect Triggmine's free, unlimited and exclusive exercise of the rights accrued to them and does not allow the Customer to use such objects without an express written consent of Triggmine.

DISPUTE RESOLUTION

Any difference, claim, controversy or dispute, directly or indirectly arising out of the Terms, their performance, improper performance, infringement, interpretation, will be settled in the process of negotiations between Triggmine and Customer (s).

Arrangement, manner, terms and procedure of the negotiations shall be decided between Triggmine and any particular Customer(s) after occurrence of any difference, claim, controversy or dispute, by way of personal communication. In case Triggmine and any particular Customer(s) do not reach any agreement thereon, decision of Triggmine will be finally binding on the Customer(s).

COMMUNICATION

Interaction between Triggmine and Customer(s) shall be primarily carried out via email, electronic forms and announcements published on the Website, unless the Triggmine approves another means of communication for a particular Customer(s). The authorized communication language shall be English.

Customer will be considered to have received the message sent via email and to have read the announcement released on the Website at the moment the message was sent or announcement was released.

Customer are required to provide Triggmine with valid and updated email addresses. If the Customer fails to comply with this requirement, Triggmine will use the latest email address known to the Triggmine from the Account.

EVENTS BEYOND CONTROL

Triggmine, Team and Related Persons will not bear any liability to Customer for delays, omissions, inaccuracies, failures etc. caused by events and circumstances beyond their reasonable control, including but not limited to, natural disasters, technical failures of Service suppliers, contractors and agents, any hostilities (whether war was declared or not), strikes, accidents, government rulings etc.

We do not provide investment, financial, or legal advice. This website cannot substitute for professional advice and independent factual verification. The content provided on this Website is for informational purposes only and to use it you must accept our terms and Privacy Policy and Token Sale Policy.

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