

PINDEX TOKEN SALE TERMS AND CONDITIONS

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN OR BEFORE PARTICIPATION IN THE PINDEX TOKEN SALE.

BY UTILIZING THE WEBSITE LOCATED AT <https://pindex.uci.global> YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM.

BY PARTICIPATING IN THE PINDEX TOKEN SALE, YOU ACKNOWLEDGE, ACCEPT AND AGREE TO THE TERMS PRESENTED IN THIS DOCUMENT OR ANY SUCH FUTURE AMENDMENTS THEREOF.

1. DEFINITIONS

The following terms shall have for the purposes of these general terms and conditions the following meanings.

“Pindify / authorized entities” – The company issuing the Pindex tokens and any authorized third party company collectively referred to as “The Parties”

“Token Sale”- The method and process of raising capital for the ongoing development and growth of the Pindify platform, software and infrastructure.

“Sales page” - The Pindex token sale website.

“Pindex Tokens”, “PDI”- The cryptocurrency token created by Pindify utilizing: ERC20 / Ethereum / Blockchain / smart contracts.

“White Paper” - the document describing the services provided by Pindify.

“Agreement” - these Terms and all other operating rules and procedures that may be published from time to time on the Website (including Privacy policy).

“Blockchain” - a distributed cryptography-powered database that maintains a list of records, chained together against revision and tampering.

“Ethereum” - an open-source, public, blockchain-based computing platform featuring smart contract functionality.

“Smart Contract” - computer protocols that automatically facilitate, verify and enforce the performance of a contract.

“Loss”- damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel’s or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

“User” - anyone who uses the Website.

“Participant” - Anyone who has been registered, upon their request, to purchase Pindex tokens.

“Account” - A participant’s account, which is used to purchase Pindex tokens.

2. GENERAL INFORMATION

2.1 These Terms are a legally binding Agreement between the User or Participant and Pindify / authorized entities.

2.2 These Terms define mutual rights and obligations including but not limited to web site visitors and participants purchasing Pindex Tokens.

2.3 Pindify / authorized entities reserve the right, at their discretion and without giving prior notice, to:

1. amend, modify, add or remove information, content and / or features to / from the Pindex Token sale website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and
2. block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. Pindify / authorized entities will be not be held liable for any loss which may be incurred as a result of such action.

2.4 By using this Website and participating in the Pindex Token sale, you covenant, represent, and warrant that:

1. you are of an age of majority to enter into this agreement, meet all other eligibility requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith.
2. you are aware of and accept the potential benefits, risks and any restrictions associated with the purchasing, holding and / or selling of crypto currency tokens and that you are solely responsible for any such actions and do so at your own risk / potential benefit.
3. you have sufficient understanding and knowledge of the crypto currency market to engage as a participant.
4. you are not participating in the Pindex Token sale, making purchases, receiving and / or holding Pindex Tokens for speculative investment.
5. you are not participating in the Pindex Token sale for illegal purposes;
6. You are not restricted and / or prevented from participating in the token sale by any governing rules, regulations or laws currently applied in your jurisdiction.

2.5 Pindex Tokens are not and shall not be understood, deemed, interpreted or construed as:

1. any kind of currency or money, whether fiat or not;
2. equity interest, voting or non-voting securities (or its like) in, or claims against Pindify / authorized entities or any other entity in any jurisdiction;
3. equity or debt investment of any kind in any venture;
4. any securities having intrinsic value or market price;
5. any form of financial derivatives;
6. any commercial paper or negotiable instrument;
7. any form of investment contract between the relevant holder and any other person;
8. any commodity or asset that any person is obliged to redeem or purchase; or
9. any note, bond, warrant or other certificate or financial instrument that entitles the holder to equity, interest, dividend or any kind of return from any person.

2.6 Pindify / authorized entities reserve the right to conduct a "KYC" process and any other appropriate customer due diligence at any time including after the close of the token sale. If Pindify / authorized entities discover your purchase of tokens is violating this Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of tokens shall be deemed invalid with retroactive effect and Pindify / authorized entities shall be entitled to immediately terminate this Agreement with you, deny you access to the token sale, refuse delivery of any tokens, irrespective of any payment that you could have made.

2.7 In case of any disputable situation, the English version of the Website, terms and conditions document or any other document relating or pertaining to the sale of Pindex Tokens has higher priority, than versions in other languages.

2.8 Any Dispute is personal to the Participant and the Parties 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 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.

2.9 There are no guarantees that the fully completed Pindify platform will be delivered within any or specific timeframe.

3. TOKEN SALE

3.1 The token sale will not involve issuance of any currency, securities (whether equity securities or otherwise) or other kind of investment certificate. The tokens issued during the token sale are merely cryptographic tokens usable / transferrable on the Ethereum blockchain. The utility of such tokens are redeemable with various subscription packages offered by Pindify as presented in the White Paper and token sale web site. The tokens are not redeemable nor associated with any financial return or backed by any underlying asset or repurchase commitment.

3.2 Pindify / authorized entities reserve the right to change the start / end dates of the token sale , at their sole discretion. All token sales are final. No refunds are offered or given.

3.3 The token sale will be conducted solely via the Pindex token sale web site.

3.4 Pindex Tokens will be sold in blocks of 50,000,000. Each block of 50 million tokens will be sold at an increased price as detailed below.

Each block of 50 million tokens will have bonus tokens awarded as detailed below.

Minimum purchase is 1 ETH. There is no maximum or limitation on the number of Pindex Tokens a participant can purchase.

1st block: Minimum purchase: 1 ETH. Receive 1200 Pindex plus 25% bonus

2nd block: Minimum purchase: 1 ETH. Receive 1000 Pindex plus 20% bonus

3rd block: Minimum purchase: 1 ETH. Receive 800 Pindex plus 15% bonus

4th block: Minimum purchase: 1 ETH. Receive 600 Pindex plus 10% bonus

All sales are final and conducted on a first come – first served basis.

3.5 Two hundred and fifty five million (255,000,000) tokens will be issued in total, of which two hundred million (200,000,000) will be made available for participants to purchase, thirty five million (35,000,000) will be allocated for purchase bonuses and twenty million (20,000,000) will be held for the Pindify team subject to a 12 month lock-in period.

3.6 Any unsold tokens at the end of the token sale will be held by Pindify subject to a 36 month lock-in period.

3.7 Pindex Tokens are distributed to wallets after the ICO is ended. Tokens are distributed in order of purchase and can take up to 4 weeks to be distributed to participant wallets

Pindex tokens may be sold / exchanged and / or transferred by the Participant at any time via cryptocurrency exchanges when Pindex tokens are listed on any such exchanges. It is the intended aim of Pindify to list Pindex Tokens on at least one exchange platform but this does not constitute a guarantee of listing on any exchange.

3.8 Owning Pindex Tokens does not constitute any guaranteed provision / delivery of any goods and/or services at any time from the date of purchase of the token or at any time thereafter.

3.9 Pindify / authorized entities shall distribute the tokens to participants within the time frame published in the white paper and / or token sale website and further, reserve the right to refuse or cancel the purchase of tokens at any time at their sole and absolute discretion.

3.10 Pindify / authorized entities impart no proprietary rights or obligation or contract other than the utility linked to the token as described in the White Paper and Pindex Token sale website. Token sale Participants will not have any intellectual / proprietary rights, votes or influence in the ongoing development or governance of the Pindify platform. All intellectual, proprietary and / or other rights are and will remain, in perpetuity with the legally entitled persons / entities, or until changed by the legally entitled persons / entities.

3.11 Funds raised during the token sale will be utilized immediately and without conditions for the continued development, scaling and growth of the Pindify platform project. Participants understand, accept and agree that monies collected from the sale of tokens allocated for sale to the public are utilized immediately, without conditions, to fund the continued developments and growth of Pindify.

3.12 Pindify will allocate the monies raised from the token sale as described in the fund allocations section of the white paper and the token sale web site.

3.13 The tokens allocated to the Pindify management team are subject to a twelve month lock-in period.

3.14 Pindify will allocate up to 15% of the money raised via the ICO for "buy support" in the event of token dumping after the ICO ends.

4. SECURITY

Participants are responsible for implementing all reasonable and appropriate measures for securing their wallet, vault or other storage mechanism used to receive and hold Pindex Tokens purchased during / after the token sale, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If private key(s) or other access credentials are lost, the participant may lose access to the tokens. Pindify / authorized entities are not responsible for any security measures relating to the receipt, possession, storage, transfer or potential future use of the Pindex Tokens nor are we under any obligation to recover any tokens. Pindify / authorized entities hereby exclude, to the fullest extent permissible, under applicable law, any and all liability for any security breaches or other acts or omissions which result in the participant suffering loss.

5. RISKS OF PURCHASE

5.1 As noted elsewhere in these Terms, Pindex Tokens are not being structured, issued or sold as securities or any other form of investment product. Accordingly, none of the information presented is intended to form the basis for any investment decision, and no specific recommendations are made or intended. Pindify / authorized entities expressly disclaim all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:

1. reliance on any information presented by Pindify / authorized entities or any third party.
2. any error, omission or inaccuracy in any such information; or
3. any action resulting from such information.

5.2 By purchasing, holding and using Pindex Tokens, you expressly acknowledge and assume the following risks:

1. Risks associated with the Ethereum Protocol. Any malfunction, breakdown or abandonment of the Ethereum protocol may have an adverse effect on Pindex Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Pindex Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.
2. Risk of Hacking. Hackers or other malicious groups or organizations may attempt to interfere with the Pindify Platform and/or Pindex Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.
3. Risk of Mining Attacks. The Participant understands and accepts that, as with other cryptocurrencies, cryptographic tokens, and blockchain based software systems. The Ethereum blockchain used for the Pindex Token sale is susceptible to mining attacks, including but not limited to double spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks could present a risk to the Pindex Token sale including but not limited to the proper execution and sequencing of token transactions and the proper execution / sequencing of contract computations.

6. DISCLOSURE INFORMATION

Pindify / authorized entities reserve the right to use and/or disclose your information where such use and/or disclosure is required under law, for cooperation with regulatory, law enforcement and other governmental bodies or authorities and/or to protect the rights or properties of Pindify / authorized entities.

7. HYPERLINKS TO THIRD PARTY SITES

7.1 The Pindex Token sale website may contain hyperlinks to thirds party websites which are not maintained or controlled by Pindify /authorized entities. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. Pindify / authorized entities disclaim responsibility and / or liability for any third-party content contained in websites linked to the token sale website and shall not be liable for any Loss arising from accessing or using such websites.

7.2 The inclusion of any hyperlink does not imply endorsement by Pindify / authorized entities of such websites. Under no circumstances shall the Parties be considered associated or affiliated with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Pindex Token sale website is linked.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Pindify / authorized entities exercise their rights of valid, unrestricted and exclusive ownership of patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct the Pindex Token sale and the Pindify platform.

9. SUGGESTION, COMMENTS AND FEEDBACK

Should ANY User or Participant provide feedback, comment on or otherwise respond to, either verbally or in writing to any part of the Content of the token sale website, any such information shall be deemed to have been provided to Pindify / authorized entities on a non-confidential basis unless explicitly agreed to otherwise by all parties and any such information may be reproduced, used, disclosed and distributed without restrictions or limitation, and shall be freely available to be used in any way for any purpose whatsoever including ideas, know-how, techniques or concepts communicated therein.

10. TAXES

The participant is solely responsible for determining what, if any, taxes apply to the purchase / sale of Pindex Tokens, including, for example, sales, use, value added, and similar taxes. It is also your sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction in which you may be liable to tax. Pindify / authorized entities are not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, use, value added, or similar tax arising from your purchase of Pindex Tokens.

11. GOVERING LAW

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Luxembourg and you hereby consent to submit to the exclusive jurisdiction of the Luxembourg courts.

12. DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS THEREON, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSLY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PURPOSE. PINDIY / AUTHORIZED ENTITIES DO NOT WARRANT THAT THE SITE OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED AND THE PARTIES MAKE NO WARRANTY THAT THE SITE WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE PARTIES OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY CONTENT OR FUNCTION THEREON, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE PARTIES OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF THE PARTIES OR SUCH INDIVIDUALS / ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE PARTIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE PARTIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, ANY FEE YOU MAY PAY TO GENESIS VISION FOR YOUR ACCESS TO OR USE OF THE SITE.

14. SEVERABILITY

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be

affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.