



# Legal Notice

# LEGAL NOTICE

By accessing, viewing, creating an account, using the platform and/or making a purchase on ProMind ICO you accept the following conditions without limitations or exceptions. If you do not accept the conditions of this Legal Notice, you should not view, register or make any purchase on ProMind ICO. Using any functionality of ProMind ICO will imply acceptance of this Legal Notice and will have the same validity as if you had physically signed a contract.

The ProMind ICO website provides a wide variety of information, services and data. The user assumes his or her responsibility in the correct use of the website. This responsibility will extend to:

- The veracity and legality of the data provided by the user in the ProMind ICO forms for access to certain content or services offered by the web.
- The use of the information, services and data offered by ProMind ICO contrary to or in contravention of the provisions of these conditions, the law, morality, good customs or public order, or that in any other way may infringe the rights of third parties or of the proper functioning of the website.

## Details of ProMind ICO Company:

ProMind ICO Address: A. H. Tammsaare tee 47, 11316 Tallinn, Estonia  
Registration code: APP-5847-7183

## Initial conditions

We want our project to be as open as possible, but we also want it to be safe and in accordance with the law, for this reason, if you want to be part of ProMind ICO, you need to accept the following basic restrictions:

- You must be a natural person and be at least 18 years old, or the legal minimum age in your country. Registration of companies, associations, organizations, societies or groups is not permitted.

- An account created by you in ProMind ICO must not have been previously disabled due to a violation of any of our policies or the law.

## ProMind (PMD) coin

PMD coin is a token exclusively for external use on public cryptocurrency exchanges. Its 1st stage price is 1 PMD = 0.02 USD. At the HardCap stage, the price of a single coin is set to reach 0.20 USD.

## The ICO platform

Token purchase must be completed from an investor's account. In order to complete the deposit, you must request BTC wallet address, where digital currency should be deposited. Once BTC arrives on your unique generated wallet, our platform will automatically convert BTC into PMD coins, which will be displayed on your account balance.

NOTE: If you send BTC to the address, which is not generated under your individual account, the transaction will be lost. We are not taking any responsibility for such mishap(s).

It is only possible to open one account per person. The identity document, passport or identification card (depending on which is valid in each country) will be used to verify the identity of each new registration. Given the relevance for the identification of the user with his or her account in ProMind ICO, the basic identifying data (name, surname and identity document, passport or identification card) provided at registration cannot be modified later, so it is essential that they are provided correctly at the time of registration

Purchases and movements are reflected in the account of the user in PMD coin. Depending on the time difference in each country and when the receipt of a purchase is confirmed, the collection of PMD coins may take up to two to three days.

Please note, that once the investment is made, investor has 24 hours to claim a refund for whatever reason. After this time passes, refunds for any request can not be processed, the transaction is embedded in Blockchain system, along with its smart contract.

There is no limit to the amount of times you can make deposits. Nevertheless, investments made after ICO countdown is over, will be automatically rejected by the platform.

In no case does ProMind ICO guarantee smooth price growth after coins are listed on public exchange, as it becomes the publicly traded and possessed asset. Hence, manual intervention or price manipulation will not take place.

## Withdrawal of balance

When a balance withdrawal is made from an account in ProMind ICO, it is necessary to specify the PMD to withdraw from the account balance and the wallet to which you want the amount to be sent in Bitcoins. Withdrawals or the refund of a purchase are made in Bitcoins at the exchange rate between PMD and Bitcoin at the time of the operation. The operations in the Bitcoin Blockchain have no possibility of being modified once launched, so great care must be taken when selecting the amount to transfer and specifying the address of the wallet where it is to be sent. Once the balance withdrawal request has been launched, ProMind ICO checks if there are any pending payments or other types of liabilities are under an investor's name. If no such payments exist, PMD coins will be automatically transferred to the wallet of public exchange, where you'll be able to trade or withdraw converted funds to your

bank account.

NOTE: For withdrawing profits directly from ProMind ICO to your bank account, you need to be a Prime Client.

## Commissions

ProMind ICO itself charges up to 5% in fees. If an investor has been referred to our project by an advisory company or brokerage firm, according to Blockchain hash #160 protocol, enforced by CFCA, it is obligatory to have their due share of commissions paid in good faith, so that there are no issues with cashing out your funds.

## Assumption of risk

Due to general volatility of cryptocurrencies, it is highly likely, that after our coins are subject to public trading on exchange platforms, price will move up and down quite swiftly. Thus, always assume the risk of loss in case of retaining PMD coins on your public exchange account.

## Content

Nothing contained in this document, the ProMind ICO website or any documentation on the platform constitutes a recommendation on the amount of investment from our side.

Neither does any piece of information represents misleading hints or hidden information in between the lines. Our goal is to be profit oriented and providing safe & secure way of investment opportunities. The concepts of "investment", "fund", "plan", "returns", "capital", "participation", "contribution", "interest", "commission", "compound interest", or the like do not imply an investment statement nor carry a meaning beyond the merely informative.

## **Guarantees**

The ProMind ICO website and its content are provided "as is". We only give guarantee that our due diligence for developing the project and listing its tokens on public exchange will be carried out in 100% effort. All actions are executed in accordance with the compliant crypto financial protocols. However, we do not represent, nor guarantee the future returns on the coins after the tokens are matter of public trading.

## **Referral plan and friend bonus**

If you recommend ProMind ICO, you must do so in accordance with the information provided by ProMind ICO and in compliance with the commercial network policies and procedures document, and in no case should you recommend it using non-truthful or exaggerated information. In order for a referral to be linked to the account of a sponsor, it is necessary that the sponsor register in ProMind ICO by providing the referral code that links to the account.

Referral bonus means that you will be receiving up to 50% bonus on top of your investment. Note, that not every investor is entitled for 50% referral bonus. The bonus amount depends on the following factors:

- The total value of your investment at the time of referral;
- Total amount of people you have referred to the project;
- The rank you are carrying at the time of referral;

Referral program also may include reduced fees or advisory commission payment(s).

## **Use of the platform**

The user understands and accepts that ProMind ICO can disclose their communications and activities in ProMind ICO in response to legal requests from government authorities, to protect the rights of ProMind ICO. The user agrees that, in the event that ProMind ICO

exercises any of its rights mentioned herein for any reason, ProMind ICO will have no liability to him or her. The user will defend and exonerate ProMind ICO, its corresponding employees, contractors, agents, successors and managers and will compensate them as soon as possible for each one of the losses, claims, damages, settlements, expenses, costs or responsibilities of any nature (including reasonable attorney fees) to which the aforementioned persons may be subject, or that are derived, based, or are a consequence or related in any way to your use of ProMind ICO or to third party claims for violation or breach of this legal notice.

ProMind ICO does not interfere in user's account without prior notification by the email indicated by the user, at the time of the registration. In case of any violation of terms and agreement, ProMind ICO leaves the right to temporarily suspend the account, until the matter has been fully investigated.

## **Security & Access**

When creating an account in ProMind ICO, the user must enter the access password he or she wishes to use. The user must save and safeguard the access password provided and therefore assumes all damages of any kind derived from the breaking or disclosure of said password. In the event that the user forgets the password, user must contact support in order to recover keys and therefore access to the account. It is the responsibility of the user to have access to the email used in the registration to ProMind ICO, since all communications between ProMind and the user will be made through that email address.

## **Limitation of liability**

ProMind ICO and its affiliates, suppliers, partners, employees and agents do not have any type of obligation or liability in relation to all indirect, incidental, special, punitive or consequential damages or losses or responsibilities arising from or related to your use of the platform or service, or of any content provided by or through the

platform or service, even if we have been informed of the possibility of such damages in advance. This limitation applies to damages originating from:

- (i) Your use or inability to use the platform and access to services.
- (ii) The cost of obtaining substitute products or services.
- (iii) Failures that may occur in communications, including deletion, incomplete transmission or delays in the referral, neither is there an undertaking that the transmission network is operational at all times.
- (iv) Unauthorized access in violation of the security measures established by ProMind ICO and alteration or distribution of the content you send through the platform, or access to messages or the remission of computer viruses.
- (v) Third-party content made available to you through the platform.
- (vi) Any other matter related to any aspect of the platform and the service, including the website, any current or future applications, email communications and the content of ProMind ICO on third party sites. You agree that although we do our best to prevent it from happening, ProMind ICO cannot be held responsible for the misuse or abuse of any image or content posted on ProMind ICO. The user expressly acknowledges that he or she assumes all responsibility related to the risks of security, privacy and confidentiality inherent in sending any content over the Internet. By their very nature, the Internet and web pages cannot be fully protected from malicious or intentional intrusion attempts. ProMind ICO does not control third-party or Internet sites through which it decides to send confidential personal information or other content and, therefore, ProMind ICO does not assume any guarantee against interceptions or commitments regarding your information. ProMind ICO has adopted all the legally required security measures for the protection of user data and information.

## External Links

The links to external sites (in case they are provided) that ProMind ICO makes available to users have the sole purpose of facilitating the search for information available on the Internet. ProMind ICO does not offer or market the products and services available on the linked sites, nor does it assume any responsibility for such products or services. ProMind ICO is not responsible for the content of

the websites that the user can access through the links established in ProMind ICO and declares that in no case will it proceed to examine or exercise any type of control over the content of other websites.

## Rights

We reserve all rights that we have not expressly assigned to you. You may not transfer any of your rights or obligations under this agreement without our consent. Our rights and obligations may be assigned to other parties, for example, in the event of a change of ownership (that is, if a merger, acquisition or sale of assets is made) or if the law requires it.

## Privacy

The user accepts that the data provided by him or her or that will be provided in the future to ProMind ICO may be subject to treatment. By registering at ProMind ICO, the user has decided to join the platform, providing his or her consent for the treatment of those personal data provided. The user may access the data provided to make changes (except the name, surname and identity document, passport or identification card, which is the basic identification of the user) or request their deletion in the event of the closure of his or her account. ProMind ICO has access to and processes the information provided by the user. These data are only used within the platform itself. Likewise, the user accepts that his or her email and the information of the purchases made can be consulted by his or her sponsor, as a way of verifying that the payments of the friend bonus or other types of bonuses are correct. The information about the treatment of the data, the purposes and bases of legitimacy, as well as the recipients of the data and their rights as interested parties are gathered in the Privacy policy of the website.

## Cookies

The owner of the data must accept the installation of cookies in his or her browser. For more information, you can consult the Cookies policy of ProMind ICO.

## Updating Policies

This document is dated May 4, 2020. ProMind ICO is alive and in continuous evolution, so it is possible that over time we modify the platform and it is necessary to modify our policies and, consequently, that we must update the

Legal Notice. Therefore, the Legal Notice, the Policies and Procedures of the Commercial Network, the Privacy Policy, the Cookies Policy or the website, can be updated at any time and without prior notice and, each time a user accesses ProMind ICO, the new policy will govern its use and will come into effect after publication.

We will try to notify users of changes as far as this is possible, but ProMind ICO suggests that the user periodically review the policies. If you continue to use ProMind ICO once the new conditions have been published, the user accepts and agrees to all modifications to this policy.

If changes are made to this legal document, the date of the document will be modified. Check the ProMind ICO website to read the latest version available. If there are discrepancies between the different versions and languages of this document, the latest version available in English prevails.



**PROMIND**

September 2020