

# MEDIS TOKEN SALE TERMS AND CONDITIONS

NOVEMBER 2017

The "Website" - <https://mymedis.in>

The "Token Sale Website" - <https://mymedis.in/tokensale>

These terms and conditions (the "Terms") constitute the legal relationship and agreement between you, the "Party" (collectively "Parties"), and MYMEDIS.IN LLC. ("MEDIS"). This includes the Privacy Policy and any terms and conditions published from time to time on the Website, Token Sale Dashboard, all subdomains and all their respective pages.

To the extent that this document conflicts with the Website or any other document, this document prevails. To the extent that these terms and conditions, any terms and conditions published from time to time on the Website or any other document conflict with translated copies, the English version prevails.

By purchasing Tokens from us during the Token Sale, you agree to be bound by these Terms and any terms incorporated by reference. MEDIS reserves the right to amend the terms and conditions at any time and such amendments will be effective immediately upon publication on the Website. Continued use of the Website and participation in the Token Sale mean that you accept such amendments.

## **Definitions**

"MEDIS Party" refers to MYMEDIS.IN LLC, our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

"Loss" means 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.

Token name: MEDIS Token

Symbol: MDC

Decimals: 18

Standard: ERC20

Total supply: 300,000,000 (three hundred million)

Sold in Token Sale: 100,000,000

Company fund: 100,000,000

Incentive fund: 100,000,000

Sale cap (Hard cap): 20,000 ETH

Sale goal (Soft cap): 8,000 ETH

Conversion rate: 5000

You and MEDIS agree as follows:

## **1. Commencement and Duration of Token Sale**

MEDIS will conduct a public sale of Tokens (the "Token Sale"), which will begin

12:00 am UTC (Coordinated Universal Time) on 1<sup>st</sup> of December 2017 (the "Start Date"), and end 00:00 am UTC on 1<sup>st</sup> June 2018 (the "End Date"), or when 100 million MEDIS Tokens (the "Tokens") has been sold, whichever is earlier. The Launch Date and End Date are approximates and represent the estimated closest block number on the Ethereum network.

In the event that the minimum amount is not received by the end of the Sale Period, the Company will make all Ether collected during the Sale Period available for refund.

In the event that the minimum amount is reached before the Token Sale End Date, the Company will begin development of the Technology and Product while seeking additional funding sources.

## **2. Price of MDC**

1 ETH will buy 5000 MDC which makes the price of 1 MDC = 0.0002 ETH.

Sale Tokens, Incentive Tokens and Company Tokens have the same fungibility.

## **3. Total number of MDC Tokens to be Created and Sold**

The Company will create up to 300,000,000 (three hundred million) Tokens through the Smart Contract System. The Smart Contract System will make available for sale up to 100 million Tokens to purchasers during the Sale Period ("Sale MDC"). At the end of the Sale Period, during the finalization stage the Smart Contract System will check if the minimum goal has been reached and upon completion it will (1) allocate a pool of 100 million Tokens to the Company ("Company MDC") for uses as described in Appendix A of this document and (2) allocate pool of 100 million Tokens for rewards, marketing, promotion and use incentives ("Incentive MDC").

## **4. Goal of the MEDIS Token Sale**

The purpose of the Token Sale is to fund the development and deployment of the MEDIS System in one or more market application verticals, the details of which are expounded upon in the MEDIS Whitepaper and Website.

The rewards or benefits pertaining to the purchase of MEDIS Tokens are likewise detailed in the MEDIS Whitepaper and Website, subject to the successful development and deployment of the MEDIS System.

Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than as set out therein. If successfully completed and deployed, Parties understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to MYMEDIS.IN LLC or corporate affiliates. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.

The Tokens are being created as ERC-20 standard tokens on the Ethereum blockchain.

## **5. Eligibility**

In order to participate in the Token Sale, you must be of sufficient legal age.

You must be able to legally purchase, receive and hold Tokens within your jurisdiction.

You must also have an Ethereum wallet that supports the ERC-20 token standard in order to receive any Tokens you purchase. The Smart Contract System will automatically mint the correct amount and send the Tokens to the initiator of the purchase transaction. MEDIS reserves the right to prescribe additional guidance regarding specific wallet requirements.

By accessing the Website and/or participating in the Token Sale, you represent and warrant that you are not physically located in a prohibited jurisdiction, a citizen or entity that falls under the list as provided by the United Nations Security Council of Designated Individuals and Entities.

MEDIS reserves the right to conduct KYC ("Know your customer") and AML ("Anti-money laundering") checks on the Party, or Parties, as required by applicable laws.

Certain personal information may be required from you in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide us such information

promptly upon request and acknowledge that MEDIS may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable laws or regulations.

## 6. **MEDIS Token Purchase**

The purchase of MEDIS Tokens during the Token Sale is final unless the Token Sale minimum goal is not reached before the Token Sale End Date. In such a case, you can submit a new transaction to claim a refund. The Smart Contract system will immediately refund your initially sent Ether, minus any applicable transaction fees. Instructions for claiming refunds are posted on the website.

There are no cancellations except as set forth herein, or as may be required by applicable law or regulation. MEDIS reserves the right to refuse or cancel Token purchase requests at any time in our sole discretion.

The only authorised Token Sale website URL operated by MEDIS is <https://mymedis.in/tokensale>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

To the extent permitted by applicable law, you agree that MYMEDIS.IN LLC may not be held liable for any loss arising out of, or in any way connected to, your participation in the Token Sale, purchase, receipt and holding of Tokens in any manner other than via the website of authorised exchanges.

Knowledge of the unique transaction identification does not constitute a purchase receipt, or indicate in any way that any party possessing such knowledge has rights to, or ownership of, a Token. All complaints will be processed individually.

There is no restriction on the number of Tokens that any given Party may purchase, within the upper-limit set for the public sale of MEDIS Tokens, and remaining availability at the time of purchase.

In case any “User Credentials” are required to participate, then Parties agree not to share “User Credentials” with any other person to facilitate their unauthorised access to the Token Sale. If a party shares User Credentials with anyone, MEDIS will consider their activities to have been authorised by the Party. The Party alone is responsible for any acts or omissions that occur during the Token Sale through use of Party User Credentials. MEDIS reserves the right to suspend or block access to the Token Sale upon suspicion of any unauthorised access or use, or any attempt thereof, by anyone associated with Party User Credentials.

## 7. **MEDIS Token Payment**

MEDIS reserves the right, in our sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges.

The exact price per token will be advised at the time of purchase and will be set in Ethereum (“Ether” or “ETH”). This is subject to the general pricing strategy as set forth in the MEDIS “Whitepaper” and/or at the Website. In the event of conflicting information, the information at the Website takes precedence.

Parties must pay for MEDIS Tokens in Ether (ETH) as advised acceptable at the Website and at the “Exchange Rate” offered against ETH.

The “PURCHASE PRICE” MUST BE RECEIVED IN FULL WITHIN SIX HOURS. If MEDIS does not receive the payment of the full Purchase Price in accordance with these Terms within 6 hours of the time that you receive your payment instructions, MEDIS reserves the right to void your purchase request and refuse to accept your payment of the Purchase Price. For the avoidance of

doubt, the Purchase Price will be deemed paid in full once MEDIS has received three (3) network confirmations of the transaction. MEDIS reserves the right, in our sole discretion, to modify any of the timelines described herein to account for network congestion or other technical challenges.

Your purchase is not guaranteed until MEDIS receives the full amount of the Purchase Price.

## 8. **Taxation**

Amounts paid for Tokens are exclusive of all applicable taxes. The Party is responsible for determining what, if any, taxes apply to the purchase of Tokens, including, for example, sales, use, value added, and similar taxes. The Party is responsible to report and remit the correct taxes to the appropriate tax authorities.

MYMEDIS.IN LLC is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the purchase of Tokens by the Party.

## 9. **MEDIS Token Delivery**

MEDIS will deliver the quantity of Tokens purchased in an instant return transaction sent by the Smart Contract System before the Token Sale End Date or completion of the Token Sale.

For the avoidance of doubt, delay in delivery due to unforeseen technical difficulties shall not affect the obligation of MEDIS or the Party to make and take delivery respectively, of Tokens purchased.

Parties are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism used to receive and hold Tokens purchased. This includes any requisite private key(s) or other credentials necessary to access such storage mechanism(s).

If such key(s) or other access credentials are lost, you may lose access to your Tokens. MEDIS is not responsible for any losses, costs, or expenses relating to lost access credentials.

## 10. **Acceptance of Token Sale Terms and Conditions**

You represent and warrant that:

- a) You have read and understood the Terms and Conditions as set out herein.
- b) You have sufficient understanding of technical and business matters, including those that relate to cryptographic tokens, token storage mechanisms such as token wallets, and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens.
- c) You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks.
- d) You have obtained sufficient information about the Tokens to make an informed decision to purchase Tokens.
- e) You understand that purchase of Tokens confers no other rights of any form with respect to MYMEDIS.IN LLC, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- f) You are aware of the purpose of the Token Sale, as set out herein, being aware of the commercial risks associated with the MEDIS development and deployment.
- g) Tokens may not provide the rewards envisaged
- h) Your purchase of Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to:

- I. Legal capacity and any other threshold
- II. Requirements in your jurisdiction for the purchase of Tokens
- III. Any foreign exchange or regulatory restrictions applicable to such purchase
- IV. Any governmental or other consents that may need to be obtained
- i) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens
- j) You are not a citizen or resident of a geographic area in which the purchase, receipt, holding or use of Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act
- k) You are not participating in the Token Sale for the purpose of speculative investment
- l) You are not participating in the Token Sale for an illegal purpose
- m) You will not violate, or attempt to violate, the security of the Website. You will not disrupt, disable, impair, overburden or otherwise interfere with the proper working of the Website
- n) You will not access, or attempt to access, information or data which you are not authorised to access
- o) You will promptly provide information upon request, that MEDIS deem necessary in providing services on the Website
- p) You will ensure that any information or content you post, permit or cause to be posted on the Website, shall not be confidential or proprietary, unless expressly indicated otherwise. Such information shall also not be offensive or illegal under any applicable law, and you will be responsible for all such information or content posted
- q) You waive the right to participate in any class action lawsuit or any class wide arbitration against MYMEDIS.IN LLC or MEDIS Party
- r) If you are purchasing Tokens on behalf of any third party entity, you further represent and warrant that:
  - I. Such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization
  - II. You are duly authorised by such legal entity to act on its behalf
  - III. You are authorised to accept these Terms on their behalf; and that such entity will be responsible for breach of these Terms by you or any other person or agent in their employ

## 11. Indemnity

- a) You will indemnify MEDIS Party, from and against all Loss in any way arising out of your participation in the Token Sale, purchasing, or receiving and holding Tokens, or your use of the Website.

## 12. Disclaimers

- a) The Party expressly agrees that participation in the Token Sale, purchase, receipt and holding of Tokens is at their own risk. Tokens are provided on an "as is" basis without warranties of any kind, either express or implied. This includes, but is not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose, (except only to the extent prohibited under applicable law).
- b) Without limitation, MEDIS does not warrant that the process for participating in the Token Sale, purchasing, or receiving and holding Tokens will be uninterrupted or error free.

## 13. Limitation of Liability

No MEDIS Party will be liable (whether in an action, in negligence, contract or tort based on a warranty or otherwise) for any Loss even if MEDIS or its representatives, or any MEDIS Party are

advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

- a) Your participation in the Token Sale, purchasing, receiving and holding Tokens
- b) Any access, the use of, or inability to access or use, the Website
- c) Your reliance on or use of or inability to use the content and information of the Website or any linked website
- d) Any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website
- e) The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website
- f) Unauthorised access to or alteration of your transmissions or data
- g) Statements or conduct of any third party on the Website
- h) Any other matter relating to the Website

#### **14. Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms 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.

#### **15. No Waiver**

The failure of MEDIS to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The express waiver by MEDIS 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 out in these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by MEDIS shall be deemed a modification of these terms and conditions or be legally binding.

#### **16. Disputes**

Any claim, cause of action or dispute ("Claim"), arising out of or relating to these Terms or MEDIS Party, will be resolved exclusively in the Courts of State of Ohio. You agree to submit to the personal jurisdiction of such courts for litigating all such claims. The laws of Ohio will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

#### **17. Assumption of Risk**

Parties acknowledge and agree that there are risks associated with the purchase of Tokens.

BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

**Important Note:** *MEDIS Tokens are not being structured or sold as securities or any other form of investment product. None of the information presented herein is intended to form the basis for any investment decision, and no specific recommendations are intended.*

The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained herein, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

##### **(A) Risk from loss of Private Key(s), Custodial Error or Party Error**

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault, storing Tokens, will result in loss of such Tokens.

Any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens.

Your failure to precisely follow the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide an incorrect Token Receipt Address, or provide an address that is not ERC-20 compatible, may result in the loss of your Tokens.

### ***(B) Risk of Mining Attacks***

As with other cryptocurrencies, cryptographic tokens, and blockchain based software systems, the Ethereum blockchain used for the MEDIS Token Sale campaign 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 present a risk to the MEDIS Token Sale campaign, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

### ***(C) Risk of Hacking and Security Weaknesses***

Hackers or other malicious groups or organizations may attempt to interfere with and/or steal 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.

Any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

### ***(D) Risk of Uninsured Losses***

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you obtain specific private insurance for them. In the event of loss, or loss of utility value, there is no public financial safety net, or private insurance arranged by MEDIS, to offer recourse to you.

### ***(E) Risks Associated with Uncertain Regulations and Enforcement Actions***

Cryptocurrencies, cryptographic tokens, and blockchain based software systems have been the subject of regulatory scrutiny in many jurisdictions. Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the value and/or utility of Tokens.

It may not be known how or whether regulatory agencies may apply existing regulation; how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including Tokens.

### ***(F) Risk of Fluctuation in the Value of Cryptocurrency***

Cryptocurrencies have experienced extreme volatility on a regular basis. If value fluctuates unfavourably during or after the Token Sale, it may affect the ability of MEDIS to fund development in the manner intended. In addition to the usual market forces, other potential events that could exacerbate the risk of unfavourable fluctuation include another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

### ***(G) Unanticipated Risks and Force Majeure Risks***

In addition to the risks already cited herein, there are other risks associated with your purchase, possession and use of Tokens, including unanticipated risks. Such risks may materialise as unanticipated variations or combinations of the risks already discussed.

Unanticipated or Force Majeure events may directly or indirectly, alone or taken together with other events, adversely affect (i) the Token Sale, (ii) MEDIS deliverables.

Such events or circumstances, not within the reasonable control of MEDIS Party; and not prevented or circumvented by taking reasonable precautions include, but are not limited to, war, terrorist attack, economic breakdown, natural disaster and Armageddon.

## Appendix A: About the MEDIS Token Sale

### MEDIS TOKEN SALE PROCEDURES AND SPECIFICATIONS

Below is an abstract of the MEDIS Token Sale. For additional details including legal information please refer to the MEDIS SEC Statement document.

#### GOAL OF TOKEN SALE

The goal of the Token Sale described herein is to obtain funding for development and deployment of the MEDIS system with pilot institutions, gain commercial interest and increase public attention towards the system.

#### PURPOSE AND USE OF TOKENS

From the consumer perspective, the MEDIS Tokens (symbol: MDC) will be used as alternative means of paying for services and products offered on the MEDIS system by participant institutions.

You can sell and exchange your MDC at any time. Upon successful Token Sale completion, MEDIS will contact multiple crypto-currency exchanges in order to introduce MDC for trading.

#### MEANS OF ACQUIRING MEDIS TOKENS

There are several possible ways to acquire MEDIS Tokens. Some of these are listed below.

- Participate in the Token Sale
- Purchase Tokens at an online cryptocurrency exchange for Bitcoins, Ether or other currencies
- Become a MEDIS customer and participate in discussions, post reviews to earn Token rewards
- Receive Tokens from other users of the system, for example fellow patients

All created Tokens will be of equal value and functionality.

#### USE OF PROCEEDS FROM TOKEN SALE (SALE MDC)

The funds that the Company receives for MDC Tokens sold to purchasers during the Sale Period will be used to compensate employees and contractors, cover operating costs, and to address other administrative costs in the first year after the Token Sale End Date.

The following is a proposed list of these budget items, which the Company reserves the right to modify in its sole and absolute discretion:

- Equipment and Staff  
This budget item will support the Company's team of developers and advisors who are developing the system and technology (payroll, hardware and software purchases)
- Advisor rewards  
This budget item will cover rewards sent to advisors for their services related token sale, system design, security and the healthcare industry
- Administration  
This budget item will cover legal, accounting and other professional services fees; physical infrastructure and security costs; administration costs.



- Contingency  
This budget item is intended as a reserve to address unforeseen costs.
- Legal and regulatory costs

This budget item is intended to cover costs related to conducting the Token Sale; patenting and IP protection

#### USE OF PRE-ALLOCATED TOKENS (COMPANY MDC)

All the Tokens allocated to the Company Reserve will be used for compensating employees and contractors, and for other internal purposes in connection with the deployment and the development of the service and related technology.

These tokens will be deposited into a time-locked account that will release the available funds (100 million MDC) 1 year from the Token Sale End Date.

Once unlocked, the funds will be available for the Company to use for any purpose at its sole discretion.

#### USE OF PRE-ALLOCATED TOKENS (INCENTIVE MDC)

The Tokens available in the Incentive Fund will be used to cover expenses related to the following items:

- A portion of the Tokens will be allocated to a Reward Fund which will be used to encourage adoption and use of the Service and Technology. Tokens from the Reward Fund will be given to early adopter individuals at a rate specified later by the Company. Tokens will be also awarded to participants for com
- A portion will be used to cover the costs of traveling, negotiations and partnering with IT providers, healthcare institutions, laboratories and other interested parties.
- A portion will be used to cover expenses of marketing, PR and advertisement campaigns aimed to expand awareness and adoption of the technology among users, prospective resellers and partnering corporations.
- A portion will be allocated for incentivized participation: miner rewards for computation and storage providers; rewards for posting healthcare institution reviews; rewards for providing medical tourism facility reviews

The Company reserves the right to modify the distribution, timing related to liquidation or use of the funds available as the Incentive MDC account according to market demand in its sole and absolute discretion.