

Terms and Conditions
indaHash Coins Distribution Event
-updated version dated November 2017-
-PL version-

Introduction

These are the terms and conditions determining rules, rights and obligations related to the distribution event of ERC20 Ethereum Token Standard tokens - indaHash Coins (IDHs) (hereunder referred to as 'indaHash Coins' or 'IDHs') - generated by IDH MEDIA S.A. (joint-stock company) with its registered seat in Warsaw (00-410) at Solec Street 22, Poland, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000586791, NIP (tax identification no.) PL 7010521164, REGON (statistical no.): 363020725, share capital amounting to PLN 112,952.80 (fully paid-in) (hereunder referred to as 'we', 'us', 'the Company').

Hereunder, you (potential participant) will find useful and important information concerning indaHash Coins distribution event and terms thereof, including terms and conditions of concluding the agreement on participation in indaHash Coins distribution event.

Before you continue, please read this entire document carefully from the beginning to the very end. You are also obliged to read and acknowledge the Whitepaper (available here: [Whitepaper](#)).

Obligation to read and accept the T&C

Please make sure that you read the terms and conditions below ('T&C') carefully as they determine your rights and obligations related to indaHash Coins distribution event you might decide to participate in (by entering into the agreement on your participation in indaHash Coins distribution event, i.e. on transferring ETH (Ethers) and receiving indaHash Coins). Should you not agree with any of the following terms and conditions, representations and warranties, obligations or other issues - do not participate in the indaHash Coins distribution event. In order to take part in the indaHash Coins distribution event, you must read and be aware of the T&C, as well as unconditionally and irrevocably accept them without any exceptions. By participation in this indaHash Coins distribution event, you expressly confirm that you have read the T&C carefully and fully understand the risks, limitations and conditions of receiving indaHash Coin(s) and participating in indaHash Coins distribution event.

This document covers the following:

- (i) general description of indaHash Coins distribution event;*
- (ii) terms and conditions of the agreement on your participation in indaHash Coins distribution event, which must be understood as transferring your ETH and receiving in return indaHash Coins.*

Main limitations and issues

Points below should be treated as a summarized excerpt of freely selected provisions set forth in the T&C and should not be interpreted otherwise - it is not sufficient to go through the points in this paragraph, for detailed regulations, please read entire T&C.

-> In order to participate in indaHash Coins distribution event you must fulfill conditions and requirements determined herein and enter into a binding agreement on participation in indaHash Coins distribution event. Company's obligation towards you under this agreement is to transfer (by a smart contract) a relevant amount of indaHash Coins (which at the beginning are locked and get unlocked, if certain conditions described herein are fulfilled) and this obligation arises only at the moment when the agreement on your participation becomes binding (when you successfully and correctly transfer ETH), under the conditions described in details herein.

-> indaHash.com/ico website and indaHash Coins distribution event is not addressed to people under the age of 18 or to people/entities whose jurisdiction limits or forbids their participation in token distribution events or possession/use of ERC20 Ethereum Token Standard tokens or any other activity, obligation or issue related to indaHash Coins and indaHash Coins distribution event.

-> We reserve full rights to refuse or cancel participation in indaHash Coins distribution event of any participant who did not successfully go through the KYC/AML verification.

-> Unless explicitly provided otherwise, indaHash Coins are non-refundable and cannot be cancelled by you (once your ETH is transferred).

-> Participant can lose all ETH amounts related to indaHash Coins, indaHash Coins may have no value. In no case should indaHash Coins be treated as an investment or as a security.

-> Each participant must consider all potential and actual risks of participation in indaHash Coins distribution event. You must be sure that you understand all related risks and legal regulations.

Declaration of having sufficient knowledge and expertise

By accepting the T&C you declare that you are aware of all risks related to the indaHash Coins distribution event and receiving indaHash Coins, as well as you have relevant and sufficient knowledge and expertise in ERC20 Ethereum Token Standard tokens and blockchain based technology and software systems. Therefore, before making any decisions related to participating in indaHash Coins distribution event, please verify your knowledge in the relevant scopes.

Purpose of indaHash Coins

The intended, future purpose of indaHash Coins is to be used in the mobile and web application called indaHash. IDHs are virtual items (ERC20 Ethereum Token Standard tokens) that may enable usage of and interaction within the indaHash mobile and/or web app, **provided that** such feature will be successfully completed and deployed (this cannot be treated as our obligation of any kind, such functionality is only planned and not promised or guaranteed). In particular, you understand and accept that indaHash Coins 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 the indaHash mobile and web application and/or Company and its corporate affiliates.

indaHash Coins are not intended to be a security, commodity, bond, debt instrument or any kind of financial instrument or investment carrying equivalent rights, nor are indaHash Coins

intended to represent any form of money or legal tender in any jurisdiction, nor any representation of money (including electronic money).

Accordingly, any protections offered by applicable law in relation to the purchase, holding and/or sale of the instruments, assets, securities and/or investments etc. shall not apply to any participation in the indaHash Coins distribution event under these T&C or to your receiving, holding or exchanging indaHash Coins.

Representations & warranties

You represent and warrant that you (in your relevant jurisdiction) are of age that allows for entering into legally binding agreements, and therefore you declare that you are authorized to be bound by T&C and to receive indaHash Coins. By accepting the T&C you also unconditionally and irrevocably represent and warrant that you will not hold us and any of our affiliated companies, or our directors, officers, agents, and any other related legal or natural persons, now or in the future, liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to indaHash Coins distribution event (unless otherwise set forth by mandatory and unconditionally binding provisions of law). You also acknowledge and confirm that you must act exclusively in your own name and on your behalf when participating in indaHash Coins distribution event.

indaHash Coins are not securities/investment

We do not encourage you to make any investments; this is not an IPO, individual investment, collective investment scheme solicitation for any investment, share or equity offering, nor do we offer securities of any kind (in no case should IDHs be treated as securities). Participation in indaHash Coins distribution event should not be considered a loan of any kind or any other obligation of the Company, unless explicitly stipulated otherwise herein.

Eligibility - can you participate in indaHash Coins distribution event?

By participating in indaHash Coins distribution event, you unconditionally and irrevocably represent and warrant that you are not a citizen, lawful permanent resident or person domiciled in any jurisdiction or country where token distribution events, your participation therein or possession, distribution or use of indaHash Coins is or may be prohibited by provisions of law, or otherwise limited or regulated in such way that would make your participation and/or possession, distribution or use of indaHash Coins contrary to or incompliant with any law or regulations, including above all the United States of America, Singapore and China. Participation in indaHash Coins distribution event of citizens or residents of the aforementioned countries is strictly forbidden.

Should your participation in indaHash Coins distribution event result in implying any additional sanctions, restrictive measures, penalties, registration, licensing or other authorization requirements on the Company (including its affiliates), or any of its products or services within your jurisdiction or country, your participation in indaHash Coins distribution event is strictly prohibited.

You agree that - if your country of residence (or other relevant jurisdiction) or other circumstances change in a way which would result in the above representations being no longer accurate - you will immediately resign from participating in indaHash Coins distribution event and/or cease using indaHash Coins. If you are acting on behalf of a legal

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, and (ii) you are duly authorized by such legal entity to act on its behalf.

By participating in indaHash Coins distribution event, you represent and warrant that you have - to the extent required by applicable law - complied with all anti-money laundering and counter-terrorism financing requirements.

You unconditionally and irrevocably acknowledge and confirm that we cannot be held liable for any unauthorised or unlawful participation - by accepting these T&C you confirm that you have verified your local laws and are entitled to legally and lawfully take part in the indaHash Coins distribution event.

Specific Terms & Conditions

indaHash Coins distribution event - basic information

Agreement on participation in indaHash Coins distribution event

You enter into a binding agreement on participation in indaHash Coins distribution event (i.e. the agreement purpose and aim of which is that you transfer ETH and receive indaHash Coins), when you correctly and successfully go through a relevant procedure on indahash.com/ico, send your participation form (by giving all the required consents and accepting all the relevant terms) with all necessary data and transfer ETH (Ethers) to a relevant smart contract address (as described below), under the condition that prior to sending such participation form you have read, accepted and comply with these T&C and gave all other required consents.

Each participant may use only one Ethereum wallet address to participate in indaHash Coins distribution event (you cannot participate by using several ETH addresses).

Supply of indaHash Coins

The total amount of 400,000,000 (four hundred million) of indaHash Coins may be generated (maximum). The token distribution event of indaHash Coins will be executed in two stages: Pre-ICO and ICO (only in these time slots you can enter into an agreement on your participation in indaHash Coins distribution event). 16.8% of all IDHs (i.e. 67,200,000) will be available during the Pre-ICO, while 80% of all IDHs (i.e. 320,000,000) will be available for receiving jointly during the Pre-ICO and ICO. A maximum of 18% (72,000,000) of the total amount of indaHash Coins may be used for distribution among influencers and the Company's (and/or its affiliates') clients to engage influencers into the indaHash Coins promotion, grow the indaHash mobile and web application loyalty and gamification features. A maximum of 2% (8,000,000) of the total supply of indaHash Coins may be used to cover the promotional campaign, reward Company's advisors and business partners.

indaHash Coins distribution event timing and conditions

Minimum participation amount: ETH 0.5

Maximum participation amount: ETH 300

(I) Pre-ICO - up to 67,200,000 indaHash Coins (no minimum)

Beginning: November 8, 2017 (03:00 p.m. UTC)

End: November 15, 2017 (03:00 p.m. UTC)

(II) ICO - up to 320,000,000 indaHash Coins (including IDHs distributed in scope of Pre-ICO)

Beginning: November 29, 2017 (03:00 p.m. UTC)

End: December 20, 2017 (03:00 p.m. UTC)

ICO minimum goal:

The minimum goal of both pre-ICO and ICO jointly is distribution of 40,000,000 IDHs (10% of total supply).

Exchange rate Ether (ETH) to indaHash Coin (IDH) during the Pre-ICO (start and end at 03:00 p.m. UTC):

(November 8 - November 15, 2017): ETH 1 = IDH 4,480

Exchange rates Ether (ETH) to indaHash Coin (IDH) during the ICO (start and end at 03:00 p.m. UTC):

(November 29 - December 6, 2017): ETH 1 = IDH 3,840

(December 6 - December 13): ETH 1 = IDH 3,520

(December 13 - December 20): ETH 1 = IDH 3,200

indaHash Coins allocation and distribution procedure

- (1) On November 8, 2017, we will provide relevant smart contract address for transferring ETH in scope of indaHash Coins distribution event for both - Pre-ICO and ICO.*
- (2) Each participant who fulfilled all requirements and conditions and successfully went through the procedure on indahash.com/ico website shall transfer relevant amount of ETH to participate in indaHash Coins distribution event. The amount of transferred ETH determines the minimum amount of indaHash Coins that can be received by you (based on the exchange rates determined above). Additionally, provided that the minimum goal of ICO is reached, we reserve the right to discretionary allocate to each or chosen participants more indaHash Coins, proportionally or otherwise, while each participant can also use a smart contract function to ask for an additional allocation of such amount of the outstanding indaHash Coins (if any) that is proportional to his/her participation in the total amount of indaHash Coins allocated initially to all participants. Total limit of Pre-ICO, ICO and such additional allocations amounts to 320,000,000 indaHash Coins all together (i.e. outstanding indaHash Coins shall mean the difference between the limit of 320,000,000 and number of indaHash Coins distributed initially based on actual allocations in scope of Pre-ICO and ICO). In all cases should such additional allocation be treated as Company's right, not an obligation of any kind.*
- (3) When your ETH is successfully transferred to Company's relevant smart contract address, the smart contract transfers immediately and automatically a relevant amount of indaHash Coins to your wallet address. These IDHs, however, remain locked. At latest by January 20, 2018, we will verify (i) whether the minimum goal of*

- ICO was reached and, if so, (ii) whether your participation was successful (i.e. verified and approved by the Company).
- (4) After receiving indaHash Coins you must immediately go through KYC/AML verification procedure, if we request you to do so (it may require providing additional data) - please follow the received instructions. Failure to go through the procedure immediately may delay execution of the agreement. Please note that the Company reserves the right to verify (or not) each participant on Company's sole discretion, according to criteria set forth by the Company itself, which also may, but must not, include KYC/AML-related procedures. The Company is entitled to conduct such verification by a third party, which the participant hereby agrees for (this includes consent for transfer of your data necessary to conduct such verification). Upon such verification (if applied), the Company will decide on whether your participation in indaHash Coins distribution was successful.
 - (5) If (i) the minimum goal of ICO is not reached or (ii) your participation was deemed unsuccessful (for whatever reason), you will be informed about it and obliged to immediately allow us to transfer back indaHash Coins to us. In return, we will transfer you back your ETH within 3 working days after receiving indaHash Coins. In order to follow this procedure you must correctly call the "approve" function for all indaHash Coins allocated to you (received), giving the address 0x60edbf1aa26dc07da5fb44f6f2a06e2c74dad41 the ability to transfer indaHash Coins and inform us about it at tokens@indahash.com. Please keep in mind that you must follow the procedure to receive the ETH back.
 - (6) Provided that the ICO minimum goal was reached and your participation in indaHash Coins distribution event was finally approved and successful, you will be notified via e-mail about such fact and the received indaHash Coins will get unlocked.
 - (7) To be absolutely certain that your participation is final, please make sure that you have both - the notification and the unlocked indaHash Coins, as in very rare and improbable cases, sole unlocking of indaHash Coins may result from a technological error. Although the Company believes that the indaHash Coins distribution event smart contract and other technological aspects are well-developed and fully functional, some technical or technological errors or malfunctions may potentially occur. The Company reserves the right to develop a new smart contract or apply other relevant measures aimed at solving any technical or technological problems which might potentially occur in relation to indaHash Coins distribution event. No ETH returns should be necessary and indaHash Coins should be eventually transferred to each participant. The Company will adopt necessary improvements and apply other measures as soon as possible (this should not, but potentially may, happen later than by the date referred to in point (3) above, which in such case should not be binding). Please note that in no case can the Company be held liable for such occurrence or any delays (including delays in distribution or unlocking of indaHash Coins) or other consequences, damages or losses resulting (directly or indirectly) from such technical or technological malfunctions or errors.
 - (8) All ETH transferred by either (i) all participants - if the minimum ICO goal would not be reached or (ii) by these participants whose participation in indaHash Coins Pre-ICO or ICO has been refused or cancelled will be transferred back to such participants according to the rules set forth above. No interests or any other

reimbursement (also related to the exchange rates differences) shall be due for the period between transferring ETH and refund thereof or transfer/unlocking of indaHash Coins. You cannot claim any damages or losses, or demand any kind of reimbursements (except for return of ETH you transferred) related to refusal or cancellation of your participation in indaHash Coins distribution event. Should your due return of ETH be missing, please contact us immediately.

Cancellation & no refunds

As of the moment when you receive indaHash Coins you cannot return them or demand any refund of whatever kind. Simultaneously, we reserve our exclusive right to refuse or cancel your participation in indaHash Coins distribution event at any time (up to the moment when the received indaHash Coins in your wallet get unlocked), if you do not go successfully through the KYC/AML verification (we will inform you about such situation). Should the minimum ICO goal not be reached, all indaHash Coins transferred to the participants must be returned (and ETH will be transferred back). In no case can the Company be held liable for using its exclusive right to cancel or refuse any participation in indaHash Coins distribution event or for the case of not reaching the ICO minimum goal.

Receiving indaHash Coin(s) from us is binding and final for you, which means that refunds or cancellations are not possible from your side (due to a nature of the smart contract). In order to enter into a binding agreement, when going through the registration procedure you must unconditionally and irrevocably agree for immediate delivery of indaHash Coins. It means that you lose your right of withdrawal, even if such withdrawal right is statutory (foreseen by binding provisions of law), to the furthest extent possible under such applicable provisions of law. Please make sure that you understand and agree for the consequences of such voluntary loss of statutory withdrawal period and request on immediate delivery of indaHash Coins.

indaHash Coin related Restrictions

You shall not (directly - yourself or indirectly by - allowing any third party to do so): (a) insert into any of our services, smart contracts or platforms, as well as indaHash Coins themselves, any malicious software, viruses, worms, time or date bombs, or other codes that is specifically designed to harm the use of our digital facilities or IDHs to cease operating, or to damage, interrupt, or interfere with any end user data; (b) participate in indaHash Coins distribution event with ETH coming from or use indaHash Coins for any illegal or unlawful actions or other unauthorized sources or purposes.

No security or collective investment scheme

As already mentioned, indaHash Coins cannot be regarded as and are not securities or collective investment scheme. Receiving indaHash Coin does not (a) result in any voting or ownership rights towards any entity or grant any right to impact the governance of such entity (incl. the Company and its affiliates), (b) grant any return on investment, (c) grant any profit or passive income resulting from possession of indaHash Coin (including above all any profit or returns based on dividends or interest, or any other form of regular or any other payment).

Risks

By receiving indaHash Coin(s) you explicitly acknowledge, assume and confirm that you are aware of all technical and other merits, risks and restriction related to blockchain based software systems, ERC20 Ethereum Token Standard tokens and participation in indaHash Coins distribution event in general. Most significant risks include (without any limitation, this list is not exclusive and shall serve as an example only): risk of losing access (e.g. due to loss of private key or errors of various kinds); risk of fraud or unlawful actions such as e.g. theft, hacker or mining attack or security misperfections; risk of technical incompatibility; cryptocurrency exchanges related risks; risk of changing legal regulations (incl. taxation); other technology-related and operational risks. The Company is not responsible for any delays, losses, costs, non-delivery of refunds or of indaHash Coins, or other issues arising from the failure to provide, or providing an inaccurate or incomplete address for refunding ETH or receiving IDHs.

The Company cannot be held liable for any losses or damages related to blockchain technology, including above all consequences of using unsupported wallets. Please remember that in order to participate in indaHash Coins distribution event you need to use ERC20 compatible wallet which you have your private key for.

Liability waiver

We expressly disclaim 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 in these T&C, indahash.com/ico website and/or the Whitepaper, (ii) any error, omission or inaccuracy of such information or (iii) any action resulting from such information. Please note that we cannot be held liable for any obligations or unfulfilled assumptions (including forecasts and plans presented in the Whitepaper), unless explicitly provided otherwise in the T&C.

We cannot be held liable for any acts or omissions of third parties. To the fullest extent permitted by law, all the waivers and disclaimers of liability stipulated in these T&C should apply to all and any injuries and damages caused by or related to (inability to) use indaHash Coin or participate in the indaHash Coins distribution event. You must be aware of the fact that there potentially may occur some technical or technological problems or malfunctions that would impede your participation in indaHash Coins distribution. In such case we cannot be held liable for any delays or failures to ensure your proper participation in indaHash Coins distribution event.

We also cannot be held liable for any failures, damages or losses constituting a cause of force majeure, which - generally speaking, includes unforeseen events beyond our control. None of the waivers, however, should exclude any liability resulting from our willful misconduct or fraudulent behaviour.

Warranties waiver

You are participating in the indaHash Coins distribution event and receiving indaHash Coin(s) at your own risk and you hereby confirm that you are fully aware of and agree for that. indaHash Coin (and the distribution event itself) is provided on an 'as is' basis - without express or implied warranties of any kind. Although we use all available measures and apply highest standards, we cannot guarantee that the process of participating in indaHash Coins

distribution event, receiving indaHash Coins or indaHash Coins themselves will be totally uninterrupted or error-free.

The Company expressly disclaims all representations and warranties, express, implied or statutory, related to indaHash Coins distribution event, indaHash Coins, their utility and ability of any (potential) participant to receive or use indaHash Coins, including - without limitation - any representations and warranties of title, non-infringement, merchantability, usage, suitability or fitness for any particular purpose.

Tax related issues

You are obliged to pay by yourself all taxes related to your participation in the indaHash Coins distribution event and your possession of indaHash Coins. You hereby represent and warrant that you are aware of the fact that some taxation or legal regulations may apply to receiving and/or to possession of indaHash Coins over time. You are also solely responsible for all tax related issues resulting from the participation in indaHash Coins distribution event. By accepting these T&C and to the extent permitted by applicable law, you agree not to hold us liable for any tax-related issues associated with or arising from the receive of indaHash Coin(s) and/or participation in indaHash Coins distribution event.

Amendments to the T&C

We can amend, modify, add or remove one or more clauses of these T&C, as well as the contents of indahash.com/ico website and the Whitepaper, from time to time, upon our sole discretion. Amended/modified version of the aforementioned becomes binding at the very moment of uploading them to the indahash.com/ico or relevant website and/or upon relevant notification (should the binding provisions of law not request otherwise), unless explicitly stipulated otherwise therein. In all cases, such amendment will be executed in compliance with binding provisions of law to ensure that participants' rights are obeyed. Please make sure that you have acknowledged the version of T&C binding at the moment of taking part in the indaHash Coins distribution event, as such version determines applicable obligations and rights (upon your explicit acceptance thereof).

Term of the T&C

These T&C in general become binding between you and us not later than on the moment you accept them by giving your consent and confirming relevant statements in scope of indaHash Coins distribution event participation procedure, while the agreement on your participation in indaHash Coins distribution event (mutual obligation of transferring ETH for indaHash Coins) itself becomes binding at the moment when you successfully transfer ETH in compliance with the provisions included herein. To the reasonable and justified extent, these T&C shall be binding to you as of the moment on which you enter indahash.com/ico website. Should we realise that you have violated any of the provisions of these T&C, we are entitled to terminate the agreement between you and us by notifying you (by e-mail) about such violation and giving you additional time to redress, if such violation can be redressed.

Severability

Should any clause of these T&C be found, in whole or in part, unlawful, void or unenforceable such clause shall be ineffective solely to the extent of such invalidity or

unenforceability and without affecting other provisions of the T&C that remain binding and enforceable.

IP Rights

By entering indahash.com/ico website and/or using any facility or service of the Company (and its affiliates), you acknowledge and unconditionally agree that the website and platform for indaHash Coins distribution, as well as its source code form, any improvements, corrections and modifications thereof, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of this website/platform and related services, softwares and facilities, are and shall remain the sole and exclusive property of the Company (or its affiliated company, whichever applies). In no case should any legal rights or title to the aforementioned be transferred to you, unless explicitly set forth otherwise. When receiving indaHash Coin(s) you only get a limited right to use in accordance with its features and technology, in compliance with the T&C.

Miscellaneous

These T&C shall be governed by the laws of Poland.

You agree that all agreements, notices, disclosures or other communications may be delivered by the Company, on its sole discretion, in electronic form (including publication on indahash.com/ico or other relevant website).

Any our failure to enforce or require from you strict performance of any provision of these T&C or our failure to exercise any right under these T&C shall not be treated as a waiver of such obligation or any relinquishment of our right to assert or rely upon any such provision or right.

Make sure that you have read, understood and accepted our Privacy Policy (available here: [Privacy Policy](#)), as the Privacy Policy, as well as the Whitepaper constitute an immanent part of the entire token distribution event agreement. You confirm and agree that we can and probably will disclose and make publicly available an information on the token distribution event process, which means - above all - publishing information on number of indaHash Coins distributed. None of your personal data shall be made public without obtaining your prior written approval.

Should you have any questions or claims regarding indaHash Coins distribution event please feel free to contact us by sending an e-mail to tokens@indahash.com, we will do our best to respond as soon as possible (within statutory limits) in the same form. In each inquiry or claim you must include at least the following information: (i) your e-mail and (ii) ERC20 tokens compatible wallet addresses, both used by registering to indaHash Coins distribution event, (iii) description of your inquiry/claim; (iv) your expectations/demands, if any.