

# Terms and Conditions

Version 1.0 – 28/05/2018

Please carefully read these Terms and Conditions (“T&C”) before participating in the Token Generation Event of Inmediate Pte. Ltd. by buying Inmediate tokens (“DIT”) and/or using the Inmediate platform.

If you do not accept any part of these T&C, please discontinue your access to and use of the Inmediate Website and any of the Services immediately.

## 1. DEFINITIONS

1.1. “**Agreement**” means the following T&C stipulated, agreed and entered into between Inmediate Pte. Ltd. (“**Inmediate**” or the “**Company**”), located at 65 Ubi Road 1 #03-65, Singapore 409729, which is the issuer of DIT tokens and owner of a semi-decentralized online insurance ecosystem platform and network designed to connect consumers, insurers and distributors using Smart Contracts and you as user and individual or entity that uses DIT (“**User**” or “**you**”).

1.2. “**Blockchain**” means type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks;

1.3. “**DIT**” stands for Direct Insurance Token and is a cryptographic utility token, which will be created by Inmediate smart contracts;

1.4. “**Ether**” means cryptocurrency used within Ethereum Blockchain to accept contributions for DIT;

1.5. “Services” refers to any services performed by the Company, including but not limited to gaining access to DIT and the Inmediate platform and any of its functionalities;

1.6. “**Smart Contract**” means an account holding objects on the Ethereum Blockchain;

1.7. “Token Sale” or “TGE” refers to a Token Generation Event whereby Inmediate offers DIT to eligible Users for purchase

1.8. “**Website**” means <https://inmediate.io> maintained and operated by the Company;

1.9. “**Zilliqa**” refers to [www.zilliqa.com](http://www.zilliqa.com) as next generation high-throughput blockchain designed to scale thousands of transactions per second.

## 2. GENERAL INFORMATION

2.1. This Agreement is legally binding between User, on the one part, and the Company, on the other part, also individually referred to as a “**Party**” and collectively as the “**Parties**”.

2.2. This Agreement defines the basic mutual rights and obligations of the Company and the User, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying DIT.

2.3. User shall not use the Website if it is prohibited under the applicable law. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of DIT under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

2.4. This Agreement sets out terms and conditions for participation in pre-TGE, TGE and usage of DIT.

2.5. The Services that the Company provides are always evolving. Therefore, form and nature of the Services may change from time to time without prior notice to you. In addition, the Company may stop (permanently or temporarily) providing the Services (or any features within the Services) to you specifically or to users generally without prior notice. The Company also retains the right to create limits on User’s access to or use of the Services at its sole discretion at any time and without prior notice to you.

2.6. Company can change this T&C at any time and by using DIT you accept any updates or changes. It is User’s responsibility to check the Website periodically for changes to these T&C.

## 3. IMMEDIATE PLATFORM

3.1. Immediate is an online insurance ecosystem platform and network using Ethereum blockchain technology, which solves the key obstacles inhibiting the growth of blockchain based insurance today, providing an ecosystem for insurers and underwriters to effectively distribute, manage, manufacture and financially settle insurable risks and allowing for blockchain marketing initiatives. Consumers will get policies in a convenient, consistent and efficient way.

3.2. Immediate will initially operate on Ethereum blockchain smart contracts and will introduce a new cryptocurrency called “DIT”. When the Zilliqa main net becomes available (scheduled for Q4 2018), Immediate intends to use the Zilliqa blockchain for the ecosystem smart contracts due to its enhanced features such as scalability and security. In the first half of 2019 a token swap is foreseen whereby the ERC20 compliant DIT token will be substituted by a ZRC20 compliant token. User agrees and accepts such substitution and that exact details on that substitution will be published closer to the effective date.

3.3. In order to purchase DIT and/or access and use the Immediate platform including its Services, you may need to create a password-protected account with Immediate and/or a dedicated third-party. The Company and/or third-party may ask you to provide certain personal information to open the User account or in the

course of the use of the Website, DIT and/or the Services generally. You are responsible for maintaining the security of the User account. The User account details and/or password shall not be shared with others. You are solely responsible for any activity in the User account, whether or not authorized by you, including purchases made using any payment instrument. Please notify Inmediate immediately of any actual or suspected loss, theft, fraud, or unauthorized use of the User account and/or account password.

3.4. You agree that you will provide the Company and/or third-party with accurate, complete, true, and updated information and promptly update the Company and/or third-party in the event of any change to information you previously supplied.

3.5. Inmediate takes great care and with high degree of due diligence chooses its partners and any third-party the Company works with. However, Inmediate will not be responsible for any actions by such third-party and cannot guarantee the compliance with the relevant laws and regulations applicable to that third-party, in specific the protection of User's data. User shall undertake own investigations and specifically read the terms and conditions as well as privacy policy of such third-party.

3.6. Inmediate will comply fully with the Singapore Personal Data Protection Act regarding all personal information you pass to the Company. Please refer to the Privacy Policy on Inmediate's Website for information how the Company collects, uses and discloses information about you.

#### 4. DIT TOKENS

4.1. DIT are available for purchase to eligible buyers only during the period of pre-TGE and TGE set out herein and on the Company's Website. Payments during pre-TGE and TGE period for purchase of DIT can only be made in Ether via the provided payment mechanism stated on Inmediate's Website and/or the chosen third-party providing the orderbook platform.

4.2. During the whole TGE including pre-TGE period, the Company releases limited amount – 1 billion DIT into the market. Of this 1 billion, 40% will be sold during the TGE. Price of one DIT is subject to change depending on the period of buying. The number of DIT allowed for purchase by one User is limited to 250 million tokens. The DIT will be Ethereum-based cryptographic tokens of value until transferred into ZRC20 compliant tokens in accordance with aforementioned provision 3.2.

4.3. DIT allows User access to and use of the network, its settlement mechanisms, customer loyalty promotion programs and to transact on the Inmediate platform.

#### 5. RISKS

5.1. You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in this Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the TGE. Participating in the TGE will be deemed as you having accepted all the risks outlined in this Agreement including a failure to create or maintain the platform.

5.2. Immediate shall not be responsible for any losses User may face at this stage or any time later.

## 6. EXEMPTION TO PURCHASE DIT

User is not eligible to purchase any DIT in the Token Sale if:

(a) User is located in the People's Republic of China or if user is a citizen or resident (tax or otherwise) of, or domicile in, the People's Republic of China;

(b) User is located in the United States of America or if user is a citizen, resident (tax or otherwise) or green card holder of, or domiciled in, the United States of America;

or

(c) such Token Sale is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in any jurisdiction applicable to User, at the time of the intended purchase or purchase of the DIT in the Token Sale.

User accepts that the information about the Token Sale, including information concerning business operations, financial conditions and future planning of Immediate may change from time to time.

## 7. NO OFFER OF INVESTMENTS OR REGISTRATION

7.1. DIT are not securities as defined under Singapore's Securities and Futures Act (Cap. 289) ("SFA"). Accordingly, the SFA does not apply to the issuance of DIT. For the avoidance of doubt, the offering of DIT need not be accompanied by any prospectus or profile statement and no prospectus or profile statement needs to be lodged with the Monetary Authority of Singapore ("MAS").

7.2. User acknowledges that Immediate's Whitepaper, as published and updated on its Website from time to time, is not a prospectus or offer document of any sort and is not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment, or a solicitation for any form of investment in any jurisdiction. No regulatory authority has examined or approved any of the information set out in this Whitepaper. The Whitepaper has not been registered with any regulatory authority in any jurisdiction.

## 8. WARRANTIES

8.1. The Website, DIT and Services are provided on an "as is" and "as available" basis. Immediate makes no representations, warranties or guarantees, whether express or implied, that the Website, DIT tokens and Services are available on an uninterrupted basis, accurate, complete, entirely free from error, or up to date, and the Company is not liable for any errors or discrepancies.

8.2. By participating in this TGE, the User agrees to the T&C and in particular warrants that:

- 8.2.1. User's funds in no way came from illegal or unethical sources, that the User is not using any proceeds of criminal or illegal activity, and that no

transaction involving DIT are being used to facilitate any criminal or illegal activity;

- 8.2.2. you agree to furnish personal information and documents which may be requested by Inmediate for the purposes of conducting customer due diligence, and that any information furnished is true and accurate, and that you have not withheld any material information;
- 8.2.3. User and its associates, businesses enterprises (in which you are a beneficial owner) or family members have not committed any previous criminal offences and are not on any sanctions or terrorist list issued by the United Nations, or any other jurisdictions;
- 8.2.4. is of an age of majority to enter into this Agreement, meet all other eligibility and residency 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;
- 8.2.5. if User acts on behalf of another individual or legal person ("Person"), User is deemed to be duly authorized and both you and the Person you represent will be considered to have agreed to and be bound by these T&C, and all references to "you" in these T&C will be to yourself and the Person you represent, unless the context requires otherwise;
- 8.2.6. is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as know how to manage them, and is solely responsible for any evaluations based on such knowledge;
- 8.2.7. has necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as has full understanding of their framework;
- 8.2.8. is responsible for ensuring to comply completely with its own local, national, state or country laws concerning participation in TGE or/and usage of DIT. Company will not be responsible for any transactions in territories where such activities are deemed illegal.
- 8.2.9. is not acting for the purpose of speculative investment;
- 8.2.10. Is solely responsible for determining whether the acquisition of DIT is appropriate for the purpose of User.

## 8. THIRD PARTY WEBSITES AND SERVICES

9.1. The pages of the Website may contain links to third-party websites and services. Such links are provided for User's convenience, but their presence does not mean that they are recommended by Inmediate. In addition, Inmediate does not guarantee their safety and conformity with any User expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site and make no warranties for that site or any services in such context.

9.2. Inmediate assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## 9. INTELLECTUAL PROPERTY RIGHTS

10.1. To the extent that copyright or other intellectual property rights exist in the Immediate platform and/or Website, such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to the Company.

10.2. Nothing on the Website or in these T&C shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any intellectual property rights without the written permission of the Company or any other owner of such intellectual property rights.

## 10. LIABILITY AND INDEMNIFICATION

11.1. Immediate, as well as its officers, directors, agents, joint ventures, employees, representatives and suppliers, assumes no liability or responsibility for any loss arising out of or related to the use of the Immediate platform or any technical, interruption or malfunction of the platform.

11.2. You acknowledge that participating in the Token Sale, purchasing and/or using DIT as well as any Services involves risk and you will fully indemnify and hold harmless Immediate, its parents, subsidiaries, and affiliates, and its and their respective directors, officers, partners, employees, representatives and agents (collectively, the "Indemnified Parties") from and against all claims, damages, and losses (including any direct, indirect, or consequential losses, and legal and other professional costs and expenses) suffered or incurred by the Indemnified Parties in connection with any claim arising out of or in connection with your use of the Website, DIT or the Services. You will not hold the Company accountable for any gains and losses that you incur as a result of engaging into the TGE, purchasing DIT or making use of any Services.

## 11. TERMINATION

The T&C will continue to apply until terminated by either you or the Company under any of the following circumstances.

- You may end this Agreement any time for any reason by deactivating the User account and discontinuing the use of the Services. Where such deactivation and discontinuation affect the use of third-party services or products, the continued use of or access to those services or products will depend on the terms of use of those third parties. If the User account has been created with a third-party, you will need to deactivate the account with such third-party accordingly.
- The Company may suspend or terminate the User account, or cease permitting you access to the Website, DIT or the Services at any time for any reason and without any liability or obligation to you, including if the Company has reason to believe that: (i) you have violated these T&C or (ii) you create any risk(s) or possible legal exposure for Immediate; or (iii) the provision of the Services to you is no longer commercially viable. In the event of any of the above, the Company will make reasonable efforts to notify you by the contacts associated with your User account or the next time you attempt to access the User account.

In all such cases, any provision of these T&C that expressly or by implication is intended to come into or continue in force on or after termination of these T&C shall remain in full force and effect.

## 12. JURISDICTION AND APPLICABLE LAW

12.1. This Agreement is subject to and governed by Singapore law

12.2. Any disagreements or disputes of the User and the Company, arising from this Agreement, shall be settled by negotiations between the parties. In case the agreement is not reached within 30 (thirty) days, it shall be settled by the competent court of Singapore

12.3. The Company reserves the right to change the jurisdiction of the Company and this Agreement at any time at its own discretion.