

# Paytomat Marketing and Promotion Program

## General Participation Rules

General participation rules are a document that establishes rules of functioning of Paytomat Promotion and Marketing Program, and regulates legal relations which arisen or can arise between the Company and the User of Paytomat Promotion and Marketing Program.

Please read these Rules, if you do not agree to the terms of these rules, please refrain from using Paytomat Promotion and Marketing Program. By implementing the Program, you automatically agree to the terms of the Program, these Rules and Company's policy.

The company reserves the right to change, modify, add or remove provisions of these Rules at any time for any reason. We suggest that you review these Rules periodically for changes. Such changes shall be effective immediately upon posting them on the website. You acknowledge that by accessing our website after we have posted changes to these Rules, you are agreeing to the modified provisions.

### 1. DEFINITIONS

1.1. **Paytomat Promotion and Marketing Program** – Company's program that establishes a list of current tasks and a list of incentives in exchange for performed current tasks by the Program Participant. Paytomat Promotion and Marketing Program is available on the website (the Program's official website) [promo.paytomat.com](http://promo.paytomat.com).

1.2. **Participant of Paytomat Promotion and Marketing Program/Program Participant** – an individual or a legal entity which, in due course, in full compliance with the terms and conditions of these Company's Rules and policy, fulfils current tasks set by the Program in exchange for incentives set by the Program, these Rules.

1.3. **Hyphen international company LTD/Company** – a company incorporated under the legislation of British Virgin Islands (BVI) for the purpose of Paytomat project development and implementation, not being a financial entity, stock, exchange, investment entity or a partner, employer, agent or adviser for any Participant.

1.4. **PTI/PTI Tokens/Tokens** – cryptographic tokens, which are software digital products (not being cryptocurrency), which created by the Company and providing solely the limited right to exchange PTI into PTM coins. PTI token holders will be able to exchange their PTI tokens after the release of the PTM blockchain. The mentioned PTI Tokens are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such. PTI Tokens are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake, equity interest or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, to share any profits or losses, or assets and/or liabilities, to claim in bankruptcy, and do not represent any ownership right. PTI Tokens do not give a User status of a creditor or lender, or a right to repayment of purchase price and/or payment of interest.

15. **Applicable Law** – laws of the British Virgin Islands (BVI) applicable under these Terms to any and all relations between a User and Company.

## 2. GENERAL PROVISIONS

2.1. These Rules are obligatory for the Program Participants. Ignorance of the Rules shall not release the Participant from liability in case of violation of the provisions of these Rules.

2.2. Nothing in these Rules means that the Participant is employed with the Company. The Company does not employ or hire the Program Participants.

2.3. The Participants shall fulfill the terms of the Program solely on their own volition.

2.4. The Program sets a non-exclusive list of current tasks for the Program Participants. Current tasks shall be set only on the Program's official web site.

2.5. In case of proper and full implementation of the current task of the Program, the Participant will receive the incentive from the Company as a PTI Token, unless otherwise specified by the Program or these Rules. The amount of incentives shall be set only on the Program's official web site.

2.6. The current task of the Program will only be performed if it is complete and appropriate. The assessment of the work performed shall be sole responsibility of the Company and its employees. The Company shall have the right to refuse the work performed, but not to provide the Participant with incentives, should it consider that the current task performed fails to meet the required quality. In case of such refusal, the Participant shall not have the right to demand any incentives from the Company.

2.7. Nothing in these Rules means that the incentive provided by the Company to the Participant in exchange for current tasks is a salary or any other payment for the work performed.

2.8. Legal relations arising between the Company and the Participant are of exclusively barter nature.

## 3. Intellectual Property

31. All rights to intellectual property objects that arose in connection with the fulfillment by the Participant of current tasks of the Program shall belong exclusively to the Company. The Participant agrees under this clause and undertakes not to demand/challenge or otherwise claim from the Company any property or non-property rights on created intellectual property objects or any other result of its work performed under the Program.

32. We retain all rights, titles and interests in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

33. In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming Tokens. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights unless it is explicitly defined so in these Rules.

## **4. Privacy**

41. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific User.

42. We may collect and store your contact information – your name, address, phone, email and other similar information. Before permitting you to use our Website and Service, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.

43. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfill their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations.

44. Company will not provide your personal information to any other Company’s users without your consent or direction.

## **5. Taxes**

5.1. All your factual and potential tax obligations are your concern and the Company is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

## **6. Notices**

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61. We may provide any notice to you under these Rules: (i) posting a notice on the Website; or (ii) sending an email to the email address that is associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

62. All communications and notices to be made or given pursuant to these Rules must be in the English language.

## **7. Disclaimers**

7.1. To the fullest extent permitted by applicable law and except as otherwise specified in a writing by us, (a) tokens are transmitted on an “as is” and “as available” basis without warranties of any kind, and we expressly disclaim all implied warranties as to tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (b) we do not represent or warrant that tokens are reliable, current or error-free, meet your requirements, or that defects in tokens, if such are found, will be corrected; and (c) we cannot and do not represent or warrant that tokens or the delivery mechanism for tokens are free of viruses or other harmful components.

## **8. Limitation of Liability**

8.1. Company and its affiliates and their respective officers, employees or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and its products), even if the Company has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of the Website and/or Company’s products or another linked website.

8.2. Further, neither We nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Tokens, including without limitation as a result of any termination or suspension of the EOS platform or these Rules, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with these Rules or your use of or access to the Tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any Token.

8.3. The information, software, services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Company may make improvements and/or changes in the Website at any time. Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Tokens, the Website, information, software, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by Applicable Law, Tokens, the Website, all such information, software, services and related graphics are provided "as is" without warranty or condition of any kind. Company hereby disclaims all warranties and conditions with regard to the Tokens, the Website, information, software, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

## 9. Dispute Resolution; Arbitration

91. All questions concerning the construction, validity, enforcement and interpretation of these Rules shall be governed by and construed and enforced in accordance with the Applicable Law.

92. Hyphen international company LTD reserves the right to change the jurisdiction of the Company and the Applicable Law of these Rules at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of these Rules, Paytomat Services and other activities related to Paytomat Project.

93. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and Company (i) waive Your and Company's respective rights to have any and all Disputes arising from or related to these Rules resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, You and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

94. **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Rules is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

95. **Notice. Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises. The Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following the written notification by the other Party so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at [please, insert a respective e-mail]. Notice to you shall be sent by email to the then-current email address in your Account. Notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (60) days after the date notice is received by the other Party, then either you or Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

96. Any arbitration will occur in London, United Kingdom. Arbitration will be conducted confidentially by a single arbitrator in accordance with the LCIA Arbitration Rules of the London Court of International Arbitration, which are hereby incorporated by reference.

The LCIA Arbitration Rules of the London Court of International Arbitration are available on the LCIA website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the LCIA Arbitration Rules, or (ii) waive your opportunity to read the LCIA Arbitration Rules and any claim that the LCIA Arbitration Rules are unfair or should not apply for any reason.

#### **10. Miscellaneous**

101. These Rules will be governed by and construed and enforced in accordance with the Applicable Law, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.

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

103. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Rules where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the EOS or any other blockchain platforms or any other force outside of our control.

104. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

105. These Rules does not create any third-party beneficiary rights in any individual or entity.

106. You will not assign these Rules, or delegate or sublicense any of your rights under these Rules, without our prior written consent. Any assignment or transfer contrary to these terms will be void. Subject to the foregoing, these Rules will be binding upon, and inure to the benefit of the parties and their respective successors and assignees.

107. The failure by us to enforce any provision of these Rules will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

108. These Rules is the entire agreement between you and us regarding the subject matter of these Rules. These Rules supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Rules. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Rules (whether or not it would materially alter these Rules) and which is

submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

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