

## Terms of Service

This web page represents a legal document that serves as our Terms of Service and it governs the legal terms of our website, <https://www.ysign.io>, sub-domains, and any associated web-based and mobile applications (collectively, "Website"), as owned and operated by Everest Marketing Solution Limited.

Capitalized terms, unless otherwise defined, have the meaning specified within the Definitions section below. This Terms of Service, along with our Privacy Policy, any mobile license agreement, and other posted guidelines within our Website, collectively "Legal Terms", constitute the entire and only agreement between you and Everest Marketing Solution Limited, and supersede all other agreements, representations, warranties and understandings with respect to our Website and the subject matter contained herein. We may amend our Legal Terms at any time without specific notice to you. The latest copies of our Legal Terms will be posted on our Website, and you should review all Legal Terms prior to using our Website. After any revisions to our Legal Terms are posted, you agree to be bound to any such changes to them. Therefore, it is important for you to periodically review our Legal Terms to make sure you still agree to them.

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The last update to our Terms of Service was posted on March 21, 2018.

## Definitions

**A c c o u n t** is a digital account on the Platform with users unique username, which you create to access the Platform and during the Token Sale.

**T o k e n S a l e** defines a two-phase offering to participants to purchase tokens during the Pre-Sale Period and Sale Period.

**T o k e n** is a software digital product sold by the company for making purchases and payments on the Platform. We will use ERC20 tokens.

Wallets which support ERC20 Tokens and on which our tokens can be moved::

MyEtherWallet (no download needed)

MetaMask (Firefox and Chrome browser addon)

Mist (Desktop)

Parity (Desktop)

imToken (iPhone)

imToken (Android)

**P l a t f o r m** is the website, digital platform available to users, that is designed for users access and purchase services.

**P r e - S a l e P e r i o d** is a sale period that begins on March 01, 2018 (00:00) and ends on March 15, 2018 (00:00) during which users may purchase tokens with minimum transaction amount with 20% discount.

**S a l e P e r i o d** is the second time period during which users may purchase tokens from the company, which shall be in time from March 15, 2018 (00:01) to April 15, 2018 (00:00).

U s e r defines any person who uses the Platform, registering with or without personal data for the purchasing and using company tokens.

The terms "us" or "we" or "our" refers to Everest Marketing Solution Limited, the owner of the Website.

V i s i t o r is someone who merely browses our Website, but has not registered as Member.

M e m b e r is an individual that has registered with us to use our Service.

S e r v i c e represents the collective functionality and features as offered through our Website to our Members.

All text, information, graphics, audio, video, and data offered through our Website are collectively known as our C o n t a n t.

## Token Sale

As set forth below, you represent that you agree to purchase tokens in your relevant jurisdiction, are of a legal age to be bound by these Terms and Conditions, and will not hold responsible the Company for any losses or any special, incidental, or consequential damages connected to the sale of tokens, now or in the future.

You acknowledge that you are fully able and legally competent to access and use the Platform; you have experience and knowledge to interact or transact with cryptocurrencies, cryptographic tokens, Platform and Blockchain-based systems, have a full understanding of the relevant frameworks, and have obtained sufficient information about the e-m.solutions Malta: you understand that tokens may experience volatility in pricing and are aware of all the risks and any restrictions associated with cryptocurrencies, cryptographic tokens, blockchainbased systems,

and accept all the responsibility; you are not using and will not use the Platform or Services for any illegal activity.

Purchases of tokens can be undertaken only by individuals or companies that have experience with, and understanding of, the usage of cryptographic tokens and blockchain-based software systems. Buyers should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens.

**WARNING:** Do not buy or interact with a usage of tokens if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems. We can not guarantee market value of tokens.

Token Sale on our website <https://www.ysign.io> will be organized into two phases:

1. **Pre-Sale Period** (PrelCO) starting on March 12, 2018 (00:00); ending on March 26, 2018 (00:00)
2. **Sale Period** (ICO) starting on March 26, 2018 (00:01); ending on April 26, 2018 (00:00)

During the pre-sale period, users are registered with username and password and can invest and have 20 % discount.

The website <https://www.ysign.io> will maintain a store interface which can be available and used to buy tokens. Instructions for purchasing tokens using the store interface will be available for review on the website during the duration of the sale.

**IMPORTANT:** US residents or citizens are not allowed to participate in token sale. By participating or receiving and holding Tokens you acknowledge that you are not a US resident or citizen.

e-m.solutions is not responsible for possible law issues or paying taxes in USA, if you still decide to invest.

Any questions about these instructions should be directed to [support@ysign.io](mailto:support@ysign.io)

## Assumption of risks

Cryptographic tokens are a relatively new and dynamic technology. Therefore, there are risks associated with a contribution, purchase, and use of the tokens, that the Company cannot anticipate. Your acceptance of these Terms is an agreement by you to consider and accept all risks associated with the Token Sale and your purchase of tokens.

You understand and acknowledge that tokens and blockchain-based technologies are not controlled by the e-m.solutions Malta and change with the development of technology. As such, the purchase of tokens carries with it a number of risks.

The market value of cryptocurrencies and the potential market value of tokens may go up or down, so you should expect variation in the market value of tokens that you purchase, and some, if any, may include price crashes that may happen in times of political or economic crises. We can't guarantee the market value of tokens.

It is possible that the Platform will not be used by a large number of individuals and that there will be limited public interest in the Platform. In addition to it, our company can't guarantee that the Platform will be successful.

## Use License

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## **Restricted Uses**

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You also agree to abstain from abusing any of the material that appears on the Site. The use of the Material on any other website or in a networked computer system environment for any purpose is prohibited. Any code that Everest Marketing Solution Limited develops to generate or show any Material of the pages making up the Website is likewise secured by Everest Marketing Solution Limited's copyright, and you may not copy or adjust such code.

Everest Marketing Solution Limited has no duty to keep track of any products published, transferred, or connected to or with the Site. If you think that something on the Website breaches these Terms please contact our marked representative as set forth below.

If alerted by a User of any products which allegedly do not conform to these Terms, Everest Marketing Solution Limited could in its single discernment explore the allegation and figure out whether to take other actions or ask for the removal or get rid of the Content. Everest Marketing Solution Limited has no liability or duty to Individuals for efficiency or nonperformance of such activities.

## Electronic Communication

You are connecting with us electronically when you go to the Website or send out emails to us. You consent to get interactions from us online. We will connect with you by email or by uploading notifications on the Site.

## Your Account

If you utilize the Website, you are accountable for maintaining the confidentiality of your account and password and you accept responsibility for all activities that happen under your account and password. You also accept not to reveal any personally identifiable information, consisting of, however not limited to, first and last names, credentials, or various other details of a personal nature ("Personal Data") from the Site. Your disclosure of any Personal Data on the website might result in the immediate termination of your account. Everest Marketing Solution Limited additionally reserves the right to refuse service, terminate accounts, and remove or edit Content at its sole discernment.

Everest Marketing Solution Limited does not guarantee the truthfulness, precision, or dependability of Content on the site, consisting of Personal Data. Each Individual is accountable for upgrading and changing any pertinent account info when essential to preserve the truthfulness, precision, or reliability of the details.



## Reviews, Comments, and Other Material

Registered Users of the Website might post evaluations and remarks of a product and services purchased by means of the Website, so long as the Material is not unlawful, profane, threatening, defamatory, an invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not include industrial solicitation, mass mailings, or any type of "spam." You may not use another User's account to impersonate a User or entity, or otherwise deceive as to the origin of the opinions. Everest Marketing Solution Limited reserves the right (however is not bound) to eliminate or modify such Material, but does not regularly examine posted Material.

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## **Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. Everest Marketing Solution Limited reserves the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to canceling your Member account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

## **Intellectual Property**

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Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites. Everest Marketing Solution Limited has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk.

## **Site Terms of Service Modifications**

Everest Marketing Solution Limited may revise these Terms of Service for its Website at any time without notice. By using this Website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## **Governing Law**

Any claim relating to Everest Marketing Solution Limited's Website shall be governed by the laws of Malta without regard to its conflict of law provisions, and You consent to exclusive jurisdiction and venue in such courts.

## Indemnity

You accept defend, indemnify, and hold safe Everest Marketing Solution Limited, its affiliates, and their corresponding officers, directors, agents and workers, from and against any claims, actions or demands, including without limitation affordable legal, accounting, and other provider charges, affirming or resulting from (i) any Content of most material You offer to the Site, (ii) Your use of any Content, or (iii) Your breach of the terms of these Terms. Everest Marketing Solution Limited will provide notice to You promptly of any such claim, match, or case.

## General Terms

Our Legal Terms shall be treated as though it were executed and performed in Malta and shall be governed by and construed in accordance with the laws of Malta without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of Everest Marketing Solution Limited under our Legal Terms shall survive the termination of our Legal Terms.

## Terms of use

Effective as of March 21, 2018.

Welcome to the Everest Marketing Solution Limited (the "Service"). The following Terms of Use apply when you view or use the Service located at: <https://www.ysign.io>. Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Service.

## Privacy Policy

The company respects the privacy of its Service users. Please refer to the Company's Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to this Privacy Policy.

## Registration: Rules for User Conduct and Use of the Service

You need to be at least 13 years old to register for and use the Service.

If you are a user who signs up for the Service, will create a personalized account, which includes a unique username and a password to access the Service and to receive messages from the Company. You agree to notify us immediately of any



unauthorized use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

## Use Restrictions

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

## Posting and Conduct Restrictions

When you create your own personalized account, you may be able to provide ("User Content"). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its discretion. The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology we employ, may monitor and/or record your interactions with the Service.

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Though the Company strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under the law. If you become aware of misuse of our Service, please contact us at <https://www.ysign.io>.

## Links to other Sites and/or Materials

As part of the Service, the Company may provide you with convenient links to third party web site(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. The Company has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

## Copyright Complaints and Copyright Agent

(a) Termination of Repeat Infringe Accounts. The Company respects the intellectual property rights of others and requests that the users do the same. The Company has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. The Company may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant by sending the following information in writing to the Company's designated copyright agent at Everest Marketing Solution Limited:

1. The date of your notification;
2. A Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are recovered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the laws of Malta and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Company copyright agent, the Company may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in the Company's discretion) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

## License Grant

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

## Intellectual Property

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## **Email may not be used to provide notice**

Communications made through the Service's e-mail and messaging system, will not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation.

## **User consent to receive communications in Electronic Form**

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address, to send you other messages, including information about the Company and special offers. You may opt out of such email by changing your account settings or sending an email to Everest Marketing Solution Limited.

Opting out may prevent you from receiving messages regarding the Company or Special Offers.



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If you have a dispute with one or more users or a merchant of a product or service that you review using the Service, you release us (and our officers,

directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## **Modification of Terms of Use**

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

## **General Terms**

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our

right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the laws of Malta, without regard to conflict of law provisions.

The Company may assign or delegate these Terms of Service and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT <https://www.ysign.io> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.