



# Terms & Conditions of LiTeum Token Distribution Event

Token Distribution Event (TDE) of LiTeum on [www.LiTeum.io](http://www.LiTeum.io)  
Version 2.0  
Last updated: 19.6.2018

**LiTeum is a project of iDiTech s.r.o.**, a limited liability company (in Czech: společnost s ručením omezeným) incorporated and existing under the Laws of the Czech Republic, with its registered seat at Prague, Na Folimance 2155/15, Prague 2 – Vinohrady, Postal Code 12000, Czech Republic, Identification No.: 05459401, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 263971 (the “**Company**”) hereby distribute LiTeum cryptographic Tokens based on Crowdfunding Terms and Conditions (the “**Terms**”).

Please read these Terms carefully before using the Website (as defined below), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability.

By using the Website, Web Application and services offered therein, you agree that you have read in full, fully understood and accepted these Terms without any reservation and that you have viewed in full the LiTeum Platform presentation published by the Company at <http://www.LiTeum.io>, fully understand its content and acknowledge any information stated therein without any reservation. If you do not agree with these Terms to their full extent, you are not an authorized Recipient (as defined below) and you shall not use the Website or acquire LiTeum Tokens (as defined below).

By using the Website and services offered therein, you represent and warrant that you are at least 18 years old and have full capacity to contract under applicable law. You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your acquisition or use of any amount of the LiTeum Tokens exist under the applicable law, the Company persistently recommend you not to use the Website and not to acquire the LiTeum Tokens.

The Company reserves the right to change, modify, add or remove portions of these Terms at any time for any reason at its sole discretion. The Company suggests that you review these Terms periodically for changes. Such changes shall be effective immediately upon posting. You acknowledge that by accessing the Website after the Company have posted changes to these Terms, you are agreeing to the modified Terms.

## **PREAMBLE:**

WHEREAS, the Company is carrying on its business activities in the area of digital marketing and Application development. Since the year 2016, the Company provides a cutting-edge software and proximity marketing solutions for corporate entities.

WHEREAS, currently, the Company is developing the LiTeum Platform (as defined below), an e-Commerce marketing solution that is powered by Artificial Intelligence and Blockchain Technology, with a value proposition for e-Commerce merchants, affiliates and online shoppers. The Company will continue developing LiTeum Platform with a view to solve challenges faced in the real world, however, it cannot guarantee that the LiTeum Platform will be successfully finished; and

WHEREAS, for the purposes of building a community of enthusiasts and financing of LiTeum Platform development, production and delivery, the Company will organize the TDE (as defined below).

The company will issue its own cryptographic tokens in the form of LiTeum in the total amount of 100,000,000,000 (in words: One hundred billion) LiTeum, and

WHEREAS, the Company desires to use free airdrop as one of the means for distribution of the LiTeum Tokens. In exchange for LiTeum Tokens, the recipients will participate in TDE as part of LiTeum

community

WHEREAS, the LiTeum Tokens will be tradable on existing digital exchanges. Provided that the LiTeum TDE would be successfully completed ; and

WHEREAS, if you are interested in acquiring LiTeum Tokens in exchange for your Contribution (as defined below) to the platform development and for these purposes you enter into the Agreement (as defined below).

NOW, THEREFORE, in consideration of the foregoing, and the mutual agreements and acknowledgments made by the Recipient and the Company herein (individually, each a “**Party**” and collectively, the “**Parties**”), the Parties hereto covenant and agree as follows.

## DEFINITIONS

- 1.1. Unless it can be indicated otherwise, all capitalized terms used in these Terms and related documents shall have the following meanings:
- a) **Agreement** – means an agreement between the Company and the Recipient regarding the rights and duties of the Parties connected with the Contribution and LiTeum Tokens, as further specified by these Terms;
  - b) **Civil Code** – means Czech Act No. 89/2012 Coll., the Civil Code, as amended;
  - c) **Contribution** – means contribution in the form of Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC) and Bitcoin Cash (BCH) units made by the Recipient to the Company for the purposes of supporting the development, producing and delivering LiTeum Platform.
  - d) **Contribution Amount** – means the Contribution provided by the Recipient to support the project in exchange for a private acknowledgement with undisclosed amount of LiTeum as defined in Section 4.1 herein;
  - e) **LiTeum Platform** – means the uncertain outcome of the Company’s development of the e-commerce marketing solution that is to be powered by Artificial Intelligence and Blockchain Technology
  - f) **LiTeum** – means cryptographic tokens issued by the Company technical specification of which is available at <http://www.LiTeum.io>;

- g) **Distributed LiTeum** – means the LiTeum Tokens distributed by the Company to the Recipient in exchange for the Contribution Amount as defined in Section 5.1 herein;
- h) **Duration of the TGE** – means the TGE period which starts in July 2018 and ends by September 2018;
- i) **TDE**– means Token Distribution Event, a public event via issuance of cryptographic tokens, by which the Company plans to build a community of enthusiasts as well receive financial means for the development of the LiTeum Platform;
- j) **Person** – means any individual, association, partnership, corporation, other body corporate, trust, and any form of legal organization or entity;
- k) **Launch Date** – means the official publishing date of the LiTeum Platform, i.e. the day the LiTeum Platform shall be completed and be available officially.
- l) **Recipient** – means person who is not a Restricted Person, i.e. means the Persons who enters into the Agreement for the purposes of acquiring the LiTeum Tokens;
- m) **Restricted Persons** – means citizens of location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective;
- n) **Terms** – means these terms and conditions, as they may be changed, amended, or updated from time to time;
- o) **“we” or “our”** – means the Company;
- p) **Website** – means [www.LiTeum.io](http://www.LiTeum.io) with all related sub-domains;
- q) **Web Application** – means a web application to facilitate conclusion of the Agreement and procedure of transfer and receipt of the Distributed LiTeum Tokens. Recipient must ensure that the URL of Recipient's web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct; and
- r) **“you” or “your”** – means the Recipient.
- s) **Token migration:** refers to the transfer of issued LiTeum tokens to run on the LiTeum blockchain so long as the LiTeum platform is successfully completed.

1.2. Titles of articles of these Terms are inserted for greater clarity and are not to be taken into account when interpreting these Terms.

## GENERAL PROVISIONS

- 2.1. These Terms stipulate the terms and conditions that govern the Agreement between the Recipient and the Company regarding the TDE during which the Company intends to issue its own cryptographic tokens in the form of LiTeum in order to finance the development of the LiTeum Platform.
- 2.2. Recipient acknowledges and accepts without any reservation that he/she is obliged:

- 2.2.1. to comply with the contractual process in accordance with the conditions stipulated in Section 3 of these Terms; and
- 2.3. Company acknowledges and accepts without any reservation that it is obliged:
  - 2.3.1. to distribute to the Recipient under the conditions stipulated in Section 3 and 5 of these Terms the Distributed LiTeum Tokens; and
- 2.4. For in these Terms do not constitute any contractual obligation of the Agreement or any part thereof and the Company does not acknowledge or accepts to any extent that it is obliged to provide any activities and services except for those expressly set forth in these Terms.

### **CONTRACTUAL PROCESS**

- 3.1. For the purposes of entering into the Agreement and acquiring the LiTeum Tokens, the Recipient shall use the Web Application in which he/she shall process the relevant steps regarding the Company TDE sales.
- 3.2. If you are not a Restricted Person and you meet the criteria of being a Recipient, you are entitled to signup for free LTMF.
- 3.3. If the Company accepts to your contribution made in a specified manner, it will distribute the Distributed LiTeum Tokens to you under the conditions stipulated in Section 5 of these Terms. The Agreement shall be concluded and shall become valid and effective by sending of the Distributed LiTeum Tokens by the Company to your wallet address.
- 3.4. If Company, for whatever reason, rejects your contribution, the Agreement shall not be deemed as concluded and your funds will be refunded by the Company. In this case, any refunds made in your favor will be reduced by an amount of any expenses that Company has incurred (or may incur in future) in this regard, including any exchange fees, bank fees, agency and brokerage fees, remunerations, taxes, charges, fees for blockchain transactions, etc. The Company is free to reject any of your contribution, even if it is made in a proper manner.

## **CONTRIBUTION AMOUNT AND ITS PROVISION**

- 4.1. The Contribution Amount is a non-refundable payment that shall be used by the Company solely for the purposes of the testing and development of the LiTeum Platform and for other activities which are in the view of the Company necessary to facilitate development and successful start of the LiTeum Platform. The Recipient waives any right to request return of the Contribution Amount or any part of the Contribution to the Company, irrespective of whether or not the LiTeum Platform is successfully developed. For avoidance of any doubt, the Recipient may not terminate or withdraw from the Agreement after the Contribution was made.
- 4.2. Recipient expressly acknowledges that the Contribution is not a purchase nor an investment. While the Company will take every measure to create and develop the LiTeum Platform and if any, the LiTeum Platform may be substantially different from the description provided to the Recipient at the time when the Contribution was made.

## **DISTRIBUTION OF LiTeum TOKENS**

- 5.1. Company shall distribute to the Recipient undisclosed amount of the Distributed LiTeum Tokens within 14 days from the provision of the Contribution Amount, but in any case not sooner than at the time of the initiation of the Duration of the TDE.

## **REPRESENTATIONS OF THE COMPANY**

- 6.1 Company hereby declares that:
- 6.2 All LiTeum Tokens will be of equal value and functionality;
- 6.3 Company is a corporation duly organized, validly existing and in good standing under the laws of Czech Republic, and has the power and authority to carry on its business as now conducted;
- 6.4 Execution, delivery and performance by the Company of the Agreement is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when LiTeum Tokens are to be distributed to the Recipient, has been duly authorized by all necessary actions on the part of the Company. To the knowledge of the Company, it is not in violation of (i) its current certificate of incorporation or by laws, or (ii) any material contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on the Company;
- 6.5 To the knowledge of the Company, the performance and consummation of the transactions contemplated by the Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (ii) Result in the acceleration of any material contract to which the Company is a party or by which it is bound; or (iii) Result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations;

## 7. LIMITATIONS

- 7.1. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. The Company is not an investment advisor and shall not be understood and interpreted as such. LiTeum Tokens are not a security. Tokens are not bought or sold during TDE.
- 7.2. The value of the LiTeum Tokens may fluctuate over time and the Company does not provide any guarantee that it will be consistent.
- 7.3. To the maximum extent permitted by the applicable law and unless expressly stated otherwise, the Parties hereby expressly exclude any liability of the Company for the damage caused by the failure of the Company to complete the LiTeum Platform development, or to develop, produce and / or deliver the LiTeum Platform.
- 7.4. The Company is not liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, including, without limitation, any failure to perform due to unforeseen circumstances or cause beyond the Company's control such as war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.

### **DISCLAIMERS AND RISKS DECLARATION**

- 8.1. By acquiring, owning and using the LiTeum cryptocurrencies, the Recipient expressly acknowledges and assumes the followings risks:
- 8.2. Information in these Terms and on the Website has not been approved or verified by the United States Securities and Exchange Commission or by any state or government securities authority;
- 8.3. Company is currently in development of some of its services and features that will utilize LiTeum and although it expects to complete development by the time lines listed on the Website, Company can make no guarantees to the actual completion timeline;
- 8.4. Company is dependent on raising funds in the LiTeum TDE to fund certain features that it plans to integrate into the platform. If the Company raises substantially less than its LiTeum cryptocurrency distribution goal, Company may have a difficult time completing its most desired future projects
- 8.5. LiTeum is not currently listed on any cryptocurrency trading exchanges and therefore it will be difficult for the Recipient to liquidate its LiTeum Tokens until an exchange is established and even then, the Company can provide no service, support or guarantee to the pricing accuracy or Recipient's ability to liquidate its LiTeum Tokens;
- 8.6. Company will not support or otherwise facilitate any secondary trading or external valuation of the LiTeum. Any such trading or valuations will be through third parties for which the Company can provide no guarantees, services, or support. In the event, secondary trading of the LiTeum Tokens is facilitated, these exchanges may be susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to the LiTeum Tokens there is no guarantee as to the value which may be extremely volatile and diminish to zero;
- 8.7. LiTeum Tokens are uninsured unless the Recipient specifically obtains private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Company to offer recourse to the Recipient;
- 8.8. There are substantial risks associated with uncertain regulations and enforcement actions. It is impossible to predict or know for sure how or whether government or regulatory bodies may apply existing law and regulation with respect to such technology and its applications, including our products, services, token distribution, and the LiTeum Tokens. It is likewise difficult to predict how or whether government or regulatory bodies may implement changes to law and regulation affecting distributed ledger technology and its applications, including any and all use for the LiTeum Tokens. Regulatory actions could severely negatively impact the Company products, services, marketplace, community, values, and use of the LiTeum Tokens in various ways, including but not limited through a determination that the LiTeum Tokens are a virtual commodity, a digital asset or money, securities or currency, that the acquisition, distribution and delivery of the LiTeum Tokens constitutes unlawful activity, or that the LiTeum Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the acquisition, distribution and delivery thereof. The Company may cease

operations in a jurisdiction in the event that regulatory actions or changes to law or regulation, make it illegal to operate in such jurisdiction or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction;

- 8.9. The tax characterization of tokens and cryptography is uncertain. Recipient must seek its own tax advice in connection with acquiring the LiTeum Tokens, which may result in adverse tax consequences to the Recipient, including withholding taxes, income taxes and tax reporting requirements. LiTeum Tokens holders may be subject to pay income taxes that are beyond the Company control. It is the responsibility of each LiTeum Token holder to comply with all tax laws of the jurisdictions in which they resides
- 8.10. The cryptocurrency industry and trading exchanges have experienced several outages, thefts and are highly volatile. The Company will take all reasonable measures to make its network as strong and secure as possible, however, the Company cannot provide a guarantee against loss, theft or volatility now or anytime in the future;
- 8.11. There may be substantial other risks that are not foreseen or outlined by the Company at this time. All recipients of the LiTeum Tokens are subject to its own risk.

### **FINAL PROVISION**

- 9.1. The Agreement shall be governed by and construed by Czech law, in particular Sections 2756 – 2757 of the Civil Code.
- 9.2. For the purposes of any disputes arising from the Agreement, the Parties hereby expressly agree on the international jurisdiction of courts of the Czech Republic and local jurisdiction of the relevant courts of the Czech Republic according to the registered seat of the Company.
- 9.3. Clauses in these Terms regarding the termination of the Agreement contain only conditions for the termination of the Agreement. The Parties expressly exclude any and all relevant provisions of the Civil Code that would allow any Party to terminate the Agreement or to recall the Contribution in any other way, and in particular Sections 2059, 2068, 2072 of the Civil Code. For avoidance of any doubts, if as a result of the accounting policies the grant of the Contribution will be regarded as the purchase under the Czech law then the Recipient expressly agrees in accordance with Section 1837 l) of the Civil Code that he has no right to withdraw from the Agreement and that he/she was properly informed about it hereby.
- 9.4. Each Party waives any rights and claims that might arise from the conduct of the other Party prior to conclusion of the Agreement. Both Parties acknowledge that they have been made aware of all facts and legal circumstances whilst entering into the Agreement in such a way that each Party could rely on the possibility of entering into a valid agreement and that the intent of the other Party to enter into the Agreement was undisputable.
- 9.5. Neither Party is a weaker Party in relation to the other Party. The Contribution is not granted to the Company in a consumer – entrepreneur relation.

- 9.6. These Terms comprise the entire understanding and agreement between the Recipient and the Company as to the subject matter hereof and supersedes all prior negotiations, agreements and understandings with respect thereto. There are no warranties, representations, covenants, or agreement, express or implied, between the parties except those expressly set forth in these Terms.
- 9.7. Neither Party shall have the right to assign any of the rights or duties arising out of the Agreement in connection with these Terms or any part thereof to any third party without a prior written consent of the other Party.
- 9.8. The failure of a Party to exercise or enforce any right under the Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 9.9. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from these Terms to the extent of its invalidity or unenforceability, and these Terms shall be construed and enforced as if these Terms did not contain that particular provision to the extent of its invalidity or unenforceability.