



UTEMIS

The New Generation of ‘Reputation-
Based’ e-Commerce for Latin America

[Terms and Conditions](#)

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TERMS AND CONDITIONS

Risks

The Token Sale, the business and operations of UTEMIS (collectively, the “Project”) are subject to numerous risks, many of which are beyond the control of UTEMIS. Some of these development risks associated with the Project are outlined in the Token Sale Information Sheet. Other non-technical risks of the Project are covered in more depth in the UTEMIS additional documentation and web page.

Each Supporter should complete independent due diligence into the Project, peruse, comprehend and consider carefully the risks described in the Token Sale Documents before deciding to support the Token Sale. Supporting the Token Sale shall be an action based upon prudent decision and will be deemed as the relevant Supporter having been fully aware of and agreed to take all the risks described in the Token Sale Documents.

Legal Info

This summary document does not constitute or form part of any offer, invitation, or solicitation of any investment and does not pertain in any way to an offering, invitation, or purchase of securities in any jurisdiction. This summary document has not been, or will be submitted to, registered with, reviewed or verified by any regulatory authority in any jurisdiction.

For a full set of terms and conditions please refer to the Token Sale Information Sheet as published on UTEMIS.com.

Blockchain Terrain Implications

The UTEMIS ecosystems are blockchain-based platforms that utilize cryptography. The aforementioned products and services will be provided in accordance with the laws of relevant jurisdictions. As such, the UTEMIS Limited Liability Corporation, the UTEMIS cryptocurrency token and the UTEMIS Platform may not be immediately available in certain jurisdictions. The team behind the products and services are working aggressively towards obtaining the relevant licenses, when necessary, to offer the UTEMIS Platform to wide spectrum of participants.



The following terms and conditions (“Terms and Conditions”) apply to any pre-order purchase of UTEMIS, the cryptographic digital token (“Token”) that UTEMIS, Limited Liability Corporation (“Company”) intends for release in connection with the UTEMIS blockchain project (“Project”), by the purchaser (“Purchaser”), through the auction of Tokens on the Ethereum blockchain as detailed in the Project White Paper (“Auction”), for distribution on or about January 8th, 2018 (“Release Date”), in conjunction with development of the UTEMIS network (“Network”).

1. Grant of Right to Receive Tokens and Network Use License. Subject to completion of the Auction, Company shall deliver to Purchaser, via smart contract programmed prior to the Release Date, the amount of Tokens to which Purchaser will be entitled pursuant to the Auction outcome. In tandem, Company shall grant to Purchaser a nonexclusive license to use such Tokens on the Network and contribute to development of the Project in harmony with these Terms and Conditions.

2. Projected Token Functionality. As reflected in the White Paper, Company intends the Tokens for two primary utilities: (a) to act as a use license for the Network (subject to the provisions of Paragraph 6 below); and, (b) to facilitate an interactive Network coordination mechanism for establishing and maintaining UTEMIS community guidelines and developing and furthering the Network. With regard to (b) specifically, Company intends to integrate Token-weighted (or, staked) signaling for Token holders to participate with others in member-oriented content quality controls, goods and service providers ranking algorithms, and UTEMIS platform and Network governance, growth, and road-mapping. In addition, UTEMIS intends that Token holders may commit (or, stake) Tokens on smart contracts to redeem UTEMIS community goods or services or to pay Network fees. Company reserves the right, in its sole discretion, to modify the functionality of Tokens based on needs and development of the Project, technological factors, or any other consideration that impacts timely and proper Token release or Network functionality.

3. Tokens Provided on an “As Is” Basis. Notwithstanding Paragraph 2 above, Purchaser understands and agrees that Tokens shall be provided “as is,” with no further representation or warranty of any kind.

4. No Claim, Loan, or Ownership Interest. Purchaser understands and agrees that pre-order purchase or receipt of Tokens: (i) does not provide Purchaser with any claim with respect to Company and its assets; (ii) is not a loan to Company; and, (iii) does not provide Purchaser with any ownership, proprietary, shareholder, or investor interest in Company or the Project.

5. No Partnership and No Agency. Nothing in these Terms and Conditions shall constitute, or be deemed to constitute, a partnership, association, joint venture, or other co-operative entity or endeavor between Purchaser and Company. Nothing in these Terms and Conditions shall constitute, or be deemed to constitute, a designation of either Purchaser or Company as an agent of the other for any purpose.



6. Assumption of Risk: Purchaser Sophistication; Understanding of Token Purposes and Revocable Network Use License; No Guarantee of Monetary Value. In placing this pre-order purchase, Purchaser affirms that s/he has conducted adequate research and possesses sufficient knowledge and experience in blockchain technology and cryptographic tokens to evaluate the risks and merits of the Tokens, and that s/he is able to bear the risks thereof. Purchaser further affirms his/her understanding that the Tokens are intended for utility purposes in powering the Project and facilitating Network functions and UTEMIS Network and community growth, governance, and development, and that Purchaser's primary reason for this pre-order purchase is an intention to join the Network and participate as a UTEMIS member. Purchaser agrees to hold, use, or transfer Tokens lawfully, and to forfeit his/her license to participate in the Network as a UTEMIS member if, in Company's sole discretion, Purchaser violates any of these Terms and Conditions or any fair and reasonable Network community guideline(s) duly adopted for implementation in the course of the Project. Purchaser acknowledges that his/her use license shall expire upon the sale, transfer, or loss of Tokens, and that safe and secure storage of private cryptographic keys required for access to any purchased Tokens is Purchaser's sole responsibility. Additionally, Purchaser affirms his/her understanding that, to the extent that Tokens may assume monetary exchange value at any point, such value may experience volatility, or increase or decrease, over time. No guarantee is made concerning the value, if any, of Tokens, or any market platform for their resale or transfer outside the Network.

7. Purchase Conditions. By participating in the Auction, Purchaser represents and warrants that: (a) s/he has reviewed and understood these Terms and Conditions and the White Paper and Company website; (b) neither the purchase of Tokens nor anything related to the Company or the Project violates any law of the country and legal jurisdiction in which s/he resides; (c) s/he is not a citizen and/or resident of the United States of America and/or China; and, (d) any and all personal identifying information or identity documentation provided by Purchaser is true and correct.

8. Indemnification. Purchaser agrees to defend, indemnify, and hold harmless Company against liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any claim from anybody that results from or relates to Purchaser's use of Tokens. Purchaser also agrees to accept a refund for his amount in the TGE minus technological, legal and/ or any other additional cost at the initial value of the token or a lower value if at the time of the refund the aforementioned value is lower.

9. Compliance. Protection of UTEMIS member and user privacy in accordance with Network participant and industry standards is a top priority. Purchaser understands that Company and the Project may be subject to certain regulations that necessitate legal compliance mechanisms and/or preservation of Purchaser information and Network data pursuant to law.

10. Non-refund ability. All Token pre-order purchases are final.



ON FORWARD LOOKING STATEMENTS

Although forward looking statements in this White Paper reflect the good faith judgment of management, forward-looking statements are inherently subject to known and unknown risks, business, economic and other risks and uncertainties that may cause actual results to be materially different from those discussed in these forward looking statements. Token Purchasers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this White Paper. We assume no obligation to update any forward looking statements in order to reflect any event or circumstance that may arise after the date of this White Paper, other than as may be required by applicable law or regulation. Token Purchasers are urged to carefully review and consider the various disclosures made by us herein which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operation, and cash flows. If one or more of these risks or uncertainties materialize, or if the underlying assumptions prove incorrect, our actual results may vary materially from those expected or projected.

Important factors that could cause actual product performance to differ materially from estimates or projections contained in the forward-looking statements include but are not limited to:

- Changes in legislation affecting the TGE legality and markets.
- Ability to control costs in general.
- General economic conditions in Latin America and other parts of the world.
- Continued restrictions in the credit and capital markets.
- Our ability to anticipate and respond to constantly changing consumer demands.
- Our ability to attract and retain talented, highly qualified employees.

We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, unless so required by applicable law. Because of these risks, uncertainties and assumptions, the forward-looking events discussed in this White Paper might not occur. To the extent that we use market data and industry standards in this White Paper, such information shall have been obtained from internal surveys, market research, publicly available information and industry publications. Industry publications generally state that the information they have provided has been obtained from sources believed to be reliable, but the accuracy and completeness of such information is not guaranteed.

We caution you that actual results or business conditions may differ materially from those projected or suggested in forward looking statements as a result of various factors including, but not limited to, those described above and in the Risk Factors section of this White Paper. We cannot assure you that we have identified all the factors that create uncertainties. Moreover, new risks emerge from time to time and it is not possible for us to predict all risks, nor can we assess the impact of all risks on our business or the extent to which any risk, or combination of risks, may cause actual results to differ from those contained in any forward looking statements. Purchasers of UTEMIS should not place undue reliance on forward looking statements.



DISCLAIMER

The purpose of this white paper is to present the UTEMIS crowd sale project to potential token purchasers in connection with the proposed Token Generation Event (TGE). The information set forth below may not be exhaustive and does not imply any elements of a contractual relationship. Its sole purpose is to provide relevant and reasonable information to potential token purchasers in order for them to determine whether to undertake a thorough analysis of the company with the intent of acquiring UTEMIS tokens (“UTS”).

Nothing in this white paper shall be deemed to constitute a prospectus of any sort or a solicitation for investment, nor does it in any way pertain to an offering or a solicitation of an offer to buy any securities in any jurisdiction. This document is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction which are designed to protect investors. Certain statements, estimates, and financial information contained in this white paper constitute forward-looking statements or information. Such forward looking statements or information involve known and unknown risks and uncertainties which may cause actual events or results to differ materially from the estimates or the results implied or expressed in such forward-looking statements.

Participation in the UTEMIS TGE involves a high degree of risk, and UTEMIS token purchasers should not participate in this crowd sale unless they can afford to lose their entire purchase amount. See “risk factors” below that management believes present the most substantial risks to a participant or purchaser in this token crowd sale. In making a decision to purchase the UTEMIS, the token purchasers must rely on their own examination of the project and the terms thereof, including the utility of UTEMIS, the merits of owning UTEMIS and risks involved.

This white paper is the primary official source of information about the UTEMIS TGE. No person has been authorized to give any information or make any representation with respect to token crowd sale, which is not contained in this white paper, and, if given or made, such information or representation must not be relied upon. The information contained herein may from time to time be translated into languages other than English or used in the course of written or verbal communications with existing and prospective customers, partners, etc. In the course of such translation or communication some of the information contained herein may be lost, corrupted, or misrepresented. The accuracy of such alternative communications cannot be guaranteed. In the event of any conflicts or inconsistencies between such translations and communications and this official English language white paper, the provisions of this English language white paper shall prevail.

This white paper does not purport to be all-inclusive or contain all information that a prospective token purchaser may desire in investigating the project. Each token purchaser must rely on its, his or her own examination of the company and the terms of this white paper, including the merits and risks involved in making a decision with respect to the purchase of UTEMIS. Prior to making a decision regarding the purchase of UTEMIS, a prospective purchaser should carefully review and consider this entire white paper.

UTEMIS purchasers are entitled and encouraged to ask questions of the company or its representatives concerning the business and financial condition of the company and the terms and conditions of the crowd sale, and to request such data as may be necessary to enable them to make an informed purchase decision.



This crowd sale is only being made in jurisdictions where the offer and sale of UTEMIS is permitted under applicable law. This document is not intended for reading or participating by United States of America or China citizens. By reading it you confirm that you are not a citizen of these countries. If you, or the owners or beneficiaries of any entity of which you are authorized to act, are a citizen and/or resident of the United States of America or China, you are not eligible and are strictly prohibited to participate in the UTEMIS Token crowdsale. If you, or the owners or beneficiaries of any entity on behalf of which you are authorized to act, is a citizen or a permanent resident in a jurisdiction where the offer and sale of UTEMIS is not permitted under applicable law you are not eligible and are strictly prohibited to buy UTEMIS in any form.

The UTEMIS have not been and will not be registered under the securities act of 1933, as amended (the “securities act”), or any other law or regulation governing the offering, sale or exchange of securities in the United States or any other jurisdiction. This offering is being made for jurisdictions where the offer and sale of UTEMIS is permitted under applicable law and in reliance on regulations under the securities act and in compliance with applicable law. UTEMIS will not be required to, nor does it currently intend to, offer to exchange the UTEMIS for any securities registered under the securities act or any other law or register the UTEMIS for resale under the securities act.