

SmartHealth Token Terms and Conditions

The following Terms and Conditions (“Terms”) govern the initial sale of cryptographic tokens – SmartHealth Tokens (“SHC”) - that are required to transact on the SmartHealth software ecosystem described in SmartHealth Whitepaper (“SmartHealth Ecosystem”) to users (“Users” collectively, and “User” individually).

The information contained in the SmartHealth Whitepaper and on SmartHealth website are of descriptive nature only, are not binding and do not - unless explicitly referred to herein - form part of the Terms or the agreement between the parties.

By participating in the presale and initial sale of SHC, the User expressly acknowledges and represents that he/she has carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing SHC and agrees to be bound by the Terms. As set forth below, the User further represents and warrants that, to the extent permitted by law, he/she is authorized to purchase SHC in his/her relevant jurisdiction, is of a legal age to be bound by these Terms, and will not hold SmartHealth, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of SmartHealth or our parent or affiliates, now or in the future and any other member of the SmartHealth Team (collectively the “SmartHealth”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the initial sale of SHC.

The User understands and accepts that while the individuals and entities, including SmartHealth Foundation, incorporated under the law of Estonia (hereinafter SmartHealth), assigned to this task will make reasonable efforts to develop and complete the SmartHealth Ecosystem and SmartHealth Project, it is possible that such development may fail and User’s SHC may become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also Chapter 4 regarding Risks).

The User is aware of the risk that even if all or parts of the SmartHealth Ecosystem are successfully developed and released in full or in parts, due to a lack of public interest, the SmartHealth Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that purchasing SHC carries significant financial, regulatory and/or reputational risks (including the complete loss of value of purchased SHC, if any, and attributed features of the SmartHealth Project).

This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to a presale and initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.

Only individuals, entities, or companies that have significant experience with, and understanding of the usage and intricacies of cryptographic tokens, like Ethereum (“ETH”), and blockchain-based software systems should participate in the initial sale of SHC. Users should have functional understanding of storage and transmission mechanisms associated with cryptographic tokens. While the SmartHealth Team will be available to assist Users of SHC during and after the presale and initial sale, SmartHealth will not be responsible for lost ETH, any other cryptocurrency or SHC resulting from actions taken by, or omitted by Users. Note, in particular, that Users

should take great care to write down their wallet password and not lose it so as to be sure that they will be able to access their SHC when it becomes available after the initial sale.

The User acknowledges that the presale and initial sale of SHC is not available to residents of the United States of America.

1. CREATION AND SALE OF SHC

1.1. No Ownership, Revenue or Governance Rights

User understands and accepts that SHC does not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the SmartHealth Project and/or SHC. Ownership of SHC carries no rights, express or implied, other than the right to participate in the SmartHealth Project if and to the extent the SmartHealth Project has been successfully completed and launched. By receiving SHC no form of partnership, joint venture or any similar relationship between the Users and SmartHealth and/or other individuals or entities involved with the setting up of the SmartHealth Project is created.

1.2. Initial Presale and Sale Period

The PRESALE of SHC will begin on 8th of January 2018 at 12:00 GMT. The initial sale period will run for 10 days and will end on 18th of January 2018 at 11:59:59 GMT or when the total number of sold SHCs reaches 6,000,000; whichever condition is met sooner.

The PUBLIC INITIAL SALE of SHC will begin on 12th of February 2018 at 12:00 GMT. The initial sale period will run for 30 days and will end on 13th of March 2018 at 11:59:59 GMT or when the total number of sold SHCs reaches 234,000,000; whichever condition is met sooner.

SmartHealth reserves the right to change the date when the initial sale will begin and further reserves the right to extend the sale period for any reason, including the unavailability of the website <http://smarthealthcare.today/> or other unforeseen security or procedural issues. Though it does not currently anticipate doing so, SmartHealth also reserves the right to shorten the initial sale period for any reason.

1.3. SHC value and cap

SmartHealth has determined that the crowdsale of SHC proceeds on the following basis: Minimal purchase sum of SHC on both PRESALE and PUBLIC INITIAL SALE is 1 SHC.

PRESALE:

1. The value of SHC during PRESALE is 0,05 € per 1000 SHC, with 6,000,000 SHC available;

SmartHealth shall stop accepting new purchase orders during presale of SHC once total number of sold SHC reaches SHC 6,000,000.

PUBLIC INITIAL SALE:

1. The value of first 54,000,000 SHC during INITIAL SALE is 0,25 € per 1000 SHC;
2. The value of next 60,000,000 SHC during INITIAL SALE is 0,35 € per 1000 SHC;
3. The value of next 60,000,000 SHC during INITIAL SALE is 0,47 € per 1000 SHC;
4. The value of next 60,000,000 SHC during INITIAL SALE is 0,6 € per 1000 SHC;

SmartHealth shall stop accepting new purchase orders during initial sale of SHC once total number of sold SHC reaches SHC 234,000,000. However the actual amount of SHC sold in the initial sale may be different from the aforementioned value due to the fact that transactions may clear or be cancelled after the end of the initial sale.

1.4. Disclosure of Transactions

In the spirit of openness and to enable Users to have as much information as possible to guide their decision making process, SmartHealth will disclose in real time the total number of SHC sold in order to enable the User to develop an understanding of the size of the existing SHC pool at the time of submitting their SHC purchase order.

1.5. Sale on SmartHealth SHC Website

SmartHealth will maintain an interface, which can be used to purchase SHC. The interface will be available at <http://smarthealthcare.today>. Instructions for purchasing SHC using the interface will be embedded and available for review on the SmartHealth website during the initial sale period. Failure to follow these instructions may limit, delay, or prevent a User from purchasing SHC. Any questions about these instructions should be directed to sale@smarthealthcare.today

1.6. Obligation to Determine if User Can Purchase SHC in User's Jurisdiction and Pay Applicable Taxes

The initial sale constitutes a sale of cryptographic tokens (SHC) for obtaining a right to use future software services provided through the SmartHealth Ecosystem under Estonian law. This service is going to be provided by SmartHealth Foundation, an Estonian entity, operating under Estonian law. It is the responsibility of each User of SHC to determine if the User can legally purchase SHC in the User's jurisdiction. In case any taxes have to be paid on the purchase of SHC in the jurisdiction where the User is located, the User shall undertake to pay such taxes.

1.7. KYC

During the initial sale SmartHealth shall conduct Know Your Customer („KYC“) procedure for all Users purchasing SHC at a total value exceeding 100 ETH (or equivalent in any other currency). This would entail Users to submit Photo of their Passport or ID and utility bill. For legal persons, in addition, to submit their owner's structure and extract from company registry.

1.8. Acceptance of the Terms and Representations and Warranties of the User

By placing a purchase order of SHC, the User:

- (i) Consents and agrees to the Terms;
- (ii) Represents and warrants that the User is legally permitted to purchase SHC in the User's jurisdiction to have a possibility to obtain service of Estonian origin;
- (iii) Represents and warrants that the User is of a sufficient age to legally purchase SHC or has received permission from a legal guardian who has reviewed and agreed to these Terms;
- (iv) Represents and warrants that the User will take sole responsibility for any restrictions and risks associated with the purchase of SHC as set forth below;
- (v) Represents and warrants that User is not purchasing SHC for the purpose of speculative investment;
- (vi) Represents and warrants that the User is purchasing SHC for the use of the SmartHealth Ecosystem, or to facilitate development, testing, deployment and operation of applications using the SmartHealth Ecosystem;
- (vii) Represents and warrants that the User has an understanding of the usage and intricacies of cryptographic tokens, like ETH, and blockchain-based software systems;
- (viii) Represents and warrants that the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of SHC and/or the SmartHealth Project in general and
- (ix) Represents and warrants that the User is not a resident of the United States of America.

1.9. Receipt of SHC and User Email

As part of the sale process and in order to purchase SHC, the User will need to provide an email address (the "User Email"). The User Email will be used to email the User a notice of the creation of User's account on the

SmartHealth token ecosystem service where the purchased SHC shall be delivered. By purchasing SHC and to the extent permitted by applicable law, the User agrees not to hold any members of the SmartHealth liable for any losses or any special, incidental, or consequential damages arising out of or in any way connected to, User's failure to access their account.

1.10. Process of Initial Sale of SHC

SHC will be created and delivered to the User through the following process:

- (i) The User registers on the website smarthealthcare.today, providing all necessary information and agrees to the Terms;
- (ii) The User places a purchase order of SHC and pays the corresponding sum in ETH;
- (iii) Within 5 days after the end of the initial sale of SHCs, the purchased amount of SHC (including PRESALE and INITIAL PUBLIC SALE) will be issued to the User on the webpage smarthealthcare.today;
- (iv) In case the User has purchased SHC in an amount exceeding 100 ETH (or equivalent in any other currency), the User completes KYC procedure, after which SHC may be withdrawn to the wallet provided by the User. In case the amount of SHC purchased is below 100 ETH (or equivalent in any other currency), SHC may be immediately withdrawn to the wallet provided by the User.

1.11. No Refund

All purchases of SHC are final and non-refundable. By purchasing SHC the User acknowledges that he/she has no right to request a refund for any reason, and that the User will not receive money or other compensation for any SHC that remains unused.

1.12. Fraudulent Attempts to Double Spend ETH

SmartHealth will monitor all potential transactions for fraudulent attempts to double spend ETH. Any detected double spend of ETH will result in no SHC being delivered to the associated User.

1.13. Rejected Transactions

SmartHealth shall maintain the right to reject any transaction of purchase of SHC in case the User has not complied with the Terms or has not transferred necessary funds in ETH to purchase requested amount of SHC within 24 hours after placing an order to purchase SHC. In case of rejection of a transaction, SmartHealth shall have the right to freely sell SHC created for such transactions to other Users.

1.14. SmartHealth will not Purchase SHC During Initial Sale

SmartHealth warrants that it will not purchase SHC in its own initial sale. Furthermore SmartHealth warrants that it will not acquire SHC from any third party during the period of the initial sale of SHC.

2. SmartHealth Project Execution

The User understands and accepts that for the purpose of the development and execution of the SmartHealth Project, SmartHealth receives the full amount of ETH transferred during the initial sale period. This amount covers expenses, charges and other costs that may arise by SmartHealth and/or its subcontractors as part of the development and execution of the SmartHealth Project. It remains at SmartHealth's sole discretion to decide how to allocate the funds in order to develop and execute the SmartHealth Project. SmartHealth has the right to engage subcontractors to perform the entire or partial development and execution of the SmartHealth Project. The scope of the development work will be triggered by the amount of funds received during the initial sale.

The User understands and accepts that the User may not have any expectation of influence over governance on the SmartHealth Project.

The User understands and accepts that the SmartHealth Project will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release.

3. SmartHealth Token Ecosystem

The User understands and accepts that smart contract technology is still in an early development stage and its application is of experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks.

4. Risks

The purchase of SHC carries with it significant risk. Prior to purchasing SHC, the User should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase SHC. In particular, but not concluding, the User understands the inherent risks listed hereinafter:

Risk of software weaknesses: The User understands and accepts that smart contract system concept; the underlying software application and software ecosystem (i.e. the Ethereum blockchain) is still in an early development stage and unproven. Thus there is no warranty that the process of creating and distributing SHC will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or SHC.

Regulatory risk: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on or introduce new regulations addressing blockchain technology based applications, which may be contrary to the current setup of the smart contract system and SmartHealth Ecosystem. This may, inter alia, result in substantial modifications of the smart contract system and/or the SmartHealth Project, including its termination and the loss of SHC for the User.

Risk of abandonment / lack of success: The User understands and accepts that the creation of the SHC and the development of the SmartHealth Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the SmartHealth Project is partially or fully developed and launched, the User will receive any benefits through the SHC held by him/her.

Risk associated with other applications: The User understands and accepts that the SmartHealth Project may give rise to other alternative projects, promoted by unaffiliated third parties, under which SHC will have no intrinsic value.

Risk of loss of private key: SHC can only be accessed by using an Ethereum wallet with a combination of User's account information (address), private key and password. The private key is encrypted with a password. The User understands and accepts that if his/her private key file or password respectively got lost or stolen, the obtained SHC associated with the User's account (address) or password will be unrecoverable and will be permanently lost.

Risk of theft: The User understands and accepts that the smart contract system concept, the underlying software application and software ecosystem (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of SHC or ETH, impacting the ability to develop the SmartHealth Project.

Risk of Ethereum mining attacks: The User understands and accepts that, as with other cryptocurrencies, the blockchain used for the smart contract system is susceptible to mining attacks, including but not limited to

double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the smart contract system, expected proper execution and sequencing of SHC transactions, and expected proper execution and sequencing of contract computations.

Risk of incompatible Wallet service: The User understands and accepts, that the wallet or wallet service provider used for purchasing SHC, has to be technically compatible with the SHC. Failure to assure this may have the result that User will not gain access to his/her SHC.

Risks related to intellectual property rights claims: Intellectual property rights claims may adversely affect the operation of the SmartHealth Ecosystem. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the SmartHealth Ecosystem’s long-term viability or the ability of end-users to hold and transfer SHC may adversely affect the value of SHC. Additionally, a meritorious intellectual property claim could prevent SmartHealth and other end-users from accessing the SmartHealth Ecosystem or holding or transferring their SHCs.

5. No Liability

The User bears the sole responsibility to determine if the purchase, ownership or use of SHC, the potential appreciation or depreciation in the value of SHC over time (if any), the allocation of SHC and/or any other action or transaction related to the SmartHealth Project have tax implications for him/her. In case of any tax obligations, the User shall be under obligation to pay all and any applicable tax. By purchasing, holding or using SHC the User agrees not to hold any third party (including developers, auditors, contractors or founders of SmartHealth) liable for any tax liability associated with or arising from the creation, ownership or use of SHC or any other action or transaction related to the SmartHealth Project.

The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, advisors, auditors contractors or founders of SmartHealth liable for any damages or injury whatsoever caused by or related to the use of or the inability to use SHC or the SmartHealth Ecosystem under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, advisors, contractors or founders of SmartHealth Project shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the SmartHealth Ecosystem and/or SHC.

The User further specifically acknowledges that developers, advisors, auditors, contractors or founders of the SmartHealth Project are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of SHC, and that the risk of purchasing, holding and using SHC rests entirely with the User.

By purchasing, holding or using SHC, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, advisors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the purchase, ownership or use of SHC or any other action or transaction related to the SmartHealth Project.

6. Privacy

Although SmartHealth requires Users to provide an email address and other information, SmartHealth will not publish any identifying information related Users without the prior written consent of the User unless required to do so under applicable law. SmartHealth may request Users from time to time to provide additional information. The User undertakes to provide such information. Users may be contacted via email by SmartHealth regarding purchase or delivery of SHC and the use of the SmartHealth Ecosystem.

7. Disclaimer of Warranties

The user expressly agrees that the user is purchasing SHC at the user's sole risk and that SHC is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, none of the SmartHealth parties warrant that the process of purchasing SHC will be uninterrupted or error-free.

8. Limitations Waiver of Liability

The user acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of or inability to use SHC or the SmartHealth ecosystem under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the SmartHealth parties shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase, SHC. The user further specifically acknowledges that SmartHealth parties are not liable for the conduct of third parties, including other users of SHC, and that the risk of purchasing and using SHC rests entirely with the user. To the extent permissible under applicable laws, under no circumstances will any of the SmartHealth parties be liable to any user for more than the amount the user have paid to SmartHealth for the purchase of SHC. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section and elsewhere in the terms may not apply to a user.

9. Dispute Resolution

SmartHealth and the User agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this initial sale and their respective rights and obligations hereunder arising under these Terms.

Terms are governed by the laws of the Republic of Estonia.

Dispute settlement will be conducted in accordance with the Estonian legislation and applicable court will be Harju Maakohus situated in Tallinn, Republic of Estonia.

10. Force Majeure

SmartHealth is not liable for failure to perform caused by:

- (i) unavoidable casualty,
- (ii) delays in delivery of materials,
- (iii) embargoes,
- (iv) government orders,
- (v) acts of civil or military authorities,
- (vi) acts by common carriers,
- (vii) emergency conditions (including weather conditions), or
- (viii) any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or in part, for the duration of the force majeure circumstances. The party experiencing force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

11. Complete Agreement

These Terms set forth the entire understanding between each User and SmartHealth with respect to the sale and use of SHC. For facts relating to the sale and use of SHC, the User agrees to rely only on the Terms and understands that the Terms alone govern the sale and use of SHC and supersede any public statements about the initial sale made by third parties or by SmartHealth or individuals associated with any SmartHealth Parties, past and present and during the initial sale.

12. Severability

The User and SmartHealth agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

13. No Waiver

The failure of SmartHealth to require or enforce strict performance by the User of any provision of these Terms or SmartHealth's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of SmartHealth's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by SmartHealth of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this these Terms, no representations, statements, consents, waivers, or other acts or omissions by SmartHealth shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the User and a duly appointed officer, employee, or agent of SmartHealth.

14. Updates to the Terms

SmartHealth reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time before or during the initial sale by posting the amended Terms on the SmartHealth token website (smarthealthcare.today). Any User will be deemed to have accepted such changes by purchasing SHC. The Terms may not be otherwise amended except in a signed writing executed by both the User and SmartHealth. For purposes of this agreement, "writing" does not include an e-mail message. If at any point the User does not agree to any portion of the then- current version of the Terms, the User should not purchase SHC.

15. Cooperation with Legal Authorities

SmartHealth will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the SmartHealth project — transparency — SmartHealth will endeavor to publish any legal enquiries upon receipt.