



Terms of CostaCoin (CTC) token sales

Whitepaper / Terms & Conditions

Last Updated : 15 June 2017



PLEASE READ THE TERMS & CONDITIONS OF COSTACOIN TOEKN SALE CAREFULLY. AS IT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER WHICH IF APPLICABLE TO YOU AFFECT YOUR LEGAL RIGHTS. IF YOU DONOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of CostaCoin tokens ("CTC") during the period of CTC token sale from the start date are subjected to these terms of Sales.

By purchasing CostaCoin from us during the Sale period and/or using CTC referer or any offerings platforms, you will be bound by these Terms & Conditions incorporated by reference. If you have any questions regarding terms please contact us at cryptocosta@gmail.com



You and Foundation agree as follows

1. Purpose and Use of CTC in Connection with the Platform

CTC are intended to be used for access to and secure storage of health data and related transactions and services (the “Services”), as facilitated through a decentralized platform that Foundation and its affiliates are developing (the “Platform”).

CTC carries no rights, express or implied, other than the right to use CTC as a means to obtain Services, and to enable usage of and interaction with the Platform, if successfully completed and deployed. In particular, you understand and accept that CTC do not represent or confer any ownership right, stake, share, security or equivalent rights, or any right to receive future revenue shares, intellectual property rights, or any other form of participation in or relating to the Platform, and/or Foundation and its corporate affiliates, other than rights relating to the receipt of Services and use of the Platform, subject to limitations and conditions in these Terms and applicable Platform Terms and Policies (as defined below). CTC are not intended to be a guarantee for any digital currency, security, commodity, or any other kind of financial instrument.



2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of CTC from us during the Sale Period.

The use of CTC in connection with the Services or Platform may be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”). Any Platform Terms and Policies we promulgate will be available at www.costacoin.com

We may add terms or policies to the Platform Terms and Policies in our sole discretion, and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of CTC in connection with the Services or Platform.



3. Cancellation or Refusal of Purchase Requests

Your purchase of CTC from us during the Sale Period is final, and there are no refunds or cancellations.

We reserve the right to refuse or cancel CTC purchase requests at any time in our sole discretion.

4. CTC Sale Procedures and Specifications

Important information about procedures & material specifications of our CTC sale is provided on our website, details regarding the timing & pricing of CTC sale, the amount of CTC we would sale, reserve and our anticipated use of CTC sale proceeds. By purchasing CTC, you acknowledge that you understand and have no objection on these procedures and material specifications.

5. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risk associated with purchasing, holding & using CTC in connection with service and platform including exchange.



6. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold CTC you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your CTC. We are not responsible for any such losses.

7. Personal Information

We may determine, in our sole discretion, that it is necessary to obtain certain information about you, including but not limited to instances where we must obtain certain information in order to comply with applicable law or regulation in connection with selling CTC to you.

You agree to provide us such information promptly upon request and you acknowledge that we may refuse to sell CTC to you unless or until you provide such requested information and we have determined that it is permissible to sell you CTC under applicable law or regulation.



8. Taxes

The purchase price that you pay for CTC is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of CTC including for example sales use value added and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of CTC.

9. Responsibilities

By purchasing CTC tokens

- ✓ You have read and understand these Terms
- ✓ You have a sufficient understanding of the functionality, usage, storage, transmission mechanism and other material characteristics of cryptographic tokens like Bitcoin and Ether token storage mechanisms (such as token wallets) blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing CTC.



- ✓ You have carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain at the addresses set forth in and fully understand and accept the functions implemented therein.
- ✓ You have obtained sufficient information about CTC to make an informed decision to purchase CTC.
- ✓ You understand the restrictions and risks associated with the creation of CTC by the Smart Contract System as set forth here in, and acknowledge and assume all such risks.
- ✓ You understand, acknowledge and assume the risks associated with the purchase, holding and use of CTC in connection with the Services and Platform, as explained above.
- ✓ You understand that CTC confer only the right to receive Services and to access the Platform and confer no other rights of any form with respect to the Platform or Foundation or its corporate affiliates, including but not limited to any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.



- ✓ You are purchasing CTC solely for the purpose of receiving Services, accessing the Platform and supporting the development, testing, deployment and operation of the Platform being aware of the commercial risks associated with the Foundation and the Platform. You are not purchasing CTC for any other purposes including but not limited to any investment, speculative or other financial purposes.
- ✓ Your purchase of CTC complies with applicable law and regulation in your jurisdiction including, but not limited to Capacity and any other applicable legal requirements in your jurisdiction for purchasing CTC using CTC and entering into contracts with us any foreign exchange or regulatory restrictions applicable to such purchase and any governmental or other consents that may need to be obtained.
- ✓ You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of CTC.
- ✓ You are not individual, or an individual employed by or associated with an entity, identified by the government of any country.



10. Indemnification

(a) To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Foundation and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (the “Foundation Parties”) from and against all claims, demands, actions, damages, losses, costs, and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of CTC, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

(b) Foundation reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification .

This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Foundation.

11. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) CTC ARE SOLD ON AN “AS IS”

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) CTC ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO PTOY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT PTOY ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN CTC WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT PTOY OR THE DELIVERY MECHANISM FOR PTOY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. 12. Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL FOUNDATION OR ANY OF THE FOUNDATION PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME, OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF PTOY OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE

FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF FOUNDATION AND THE FOUNDATION PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE CTC, EXCEED THE AMOUNT YOU PAY TO US FOR CTC.

(B) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, OR RECKLESS MISCONDUCT OF FOUNDATION.

13. Release

To the fullest extent permitted by applicable law, you release Foundation and the other Foundation Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties.

14. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase of CTC from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will publish it to whitepaper section/link of our website www.costacoin.com

Description of Foundation, Platform, and CTC :-

1. Foundation is an entity registered in the UK. Foundation will have primary responsibility for the provision of Services and for administering the development of certain aspects of the Platform. The Platform, including the Patientory network Ethereum and settlement system described below, was developed and is operated entirely by the Foundation. It is anticipated that in the future, Foundation may form other corporate affiliates to which Foundation may provide, or from which Foundation may receive, certain administrative, technical, and development services in connection with the Services and Platform.

2. CTC is based on the Ethereum protocol and conforms to the ERC20 standard. As a result of directly integrating CTC and its functionality into the Platform, the Platform will consist of (i) the Ethereum network, which provides for secure storage, access, and use of Ether by network participants, and (ii) settlement of transactions among participants in the Ethereum network, each as facilitated by CTC.

Information contained in the Whitepaper and our website are of descriptive nature only, unless explicitly incorporated, form part of these Terms. Although Foundation intends to develop the Platform in the manner generally described above, it reserves the right to modify features, functionalities, or development plans in its sole and absolute discretion.

Statistics

1. Total supply of 10,00,00,000 (10 Million) of coins will be generated for purpose of ICO and foundation holdings
2. During the period of ICO 90% of coin or 9 Million coins will be offered to interested individuals and organizations, where as 1 Million coins would be would for foundation development.
3. CTC price would be initially offered for 10 US cent per coin which can be purchased using BitCoin, Ether or other cryptocurrency using <http://shapeshift.io> or similar exchangers conversion can be achieved, also using Neteller, Skrills, Perfect Money in some cases.
4. The money received by Foundation receives for CTC sold to purchasers during the Sale Period, will be used to compensate engineers, staff and contractors, cover operating costs and marketing expenses, and to address other administrative and unforeseen costs including setup of mining & BitRecharge.

Certain Risks Relating to Purchase, Sale, and Use of CTC

By purchasing, holding, and using CTC you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to CTC Due to Loss of Private Key(s), Custodial Error, or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of CTC stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing CTC will result in loss of such CTC. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your CTC. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store CTC, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your CTC. Additionally, your failure to follow precisely the procedures for buying and receiving CTC including, for instance, if you provide the wrong address for receiving CTC, may result in the loss of your CTC

2. Risks Associated with the Ethereum Protocol.

Because CTC and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or CTC.

Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to CTC and the Platform, including the utility of CTC for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, CTC are susceptible to attacks by miners in the course of validating CTC transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and CTC including, but not limited to, accurate execution and recording of transactions involving CTC.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or CTC in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, phishing attacks, smurfing, and spoofing. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Foundation team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and CTC, including CTC's utility for obtaining Services.

5. Risks Associated with Markets for CTC

CTC are intended to be used solely on the Platform, and Foundation will not support or otherwise facilitate any secondary trading or external valuation of CTC. This restricts the contemplated avenues for using CTC to obtain Services or access the Platform, and could therefore create illiquidity risk with respect to CTC you hold. Even if secondary trading of CTC is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to CTC (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, CTC are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Bank Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of CTC and distributed ledger technology is unclear or unsettled in many jurisdictions.

It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and CTC. Regulatory actions could negatively impact the Platform and CTC in various ways, including, for purposes of illustration only, through a determination that CTC are a regulated financial instrument that require registration or licensing. Foundation may cease operations in a jurisdiction in the - 15 - 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. Risks Arising from Taxation

The tax characterization of CTC is uncertain. You must seek your own tax advice in connection with purchasing CTC, which may result in adverse tax consequences to you, including with holding taxes, income taxes, and tax reporting requirements.

9. Risk of Insufficient Interest in the Platform or Distributed Applications

It is possible that the Platform will not be used by a large number of individuals, companies, and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of CTC including its utility for obtaining Services.

10. Risk of an Unfavorable Fluctuation of Ether and Other Currency Value

The foundation team intends to use the funds from selling's CTC to fund the development of platform as mentioned above including developers cost, maintenance, mining investments, bitrecharge, etc.

The funds of the sale of CTC will be denominated in USD along with BTC and Ether and may at our discretion be converted into other cryptocurrency and fiat currencies. If the values of those currencies

fluctuates unfavorably during or the sale period, foundation may not be able to fund development or may not be able to deploy or maintain the platform in manner intended.

11. Risk of Dissolution of the Foundation

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in CTC utility (including its utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Foundation may dissolve.

12. Risks Arising from Lack of Governance Rights

Because CTC confer no governance rights of any kind with respect to the Platform or Foundation, all decisions involving the Platform or Foundation will be made by Foundation at its sole discretion, including, but not limited to, decisions to discontinue the platform

to sell more CTC for use in the Platform, or to sell or liquidate the Foundation. These decisions could adversely affect the Platform and the utility of CTC that you hold, including CostaCoin utility for obtaining Services.



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