

MinterCoins.com Terms of Use

Version 1.0
July 20, 2020

This Terms of Use (hereinafter the Terms), whose document is available at <https://mintercoins.com/legal/terms.pdf>, in accordance with the conditions of Cl. No. 437 of The Civil Code of the Russian Federation is a public offer of Kozhevnikova Violetta Vitalievna, Primary State Registration Number of the Sole Proprietor (PSRNSP) 320237500107980 (hereinafter — Administration), which is addressed to any natural or legal person (hereinafter — User), who uses the Administration’s software complex located at <https://mintercoins.com> (hereinafter the Service), under the following terms.

Click on the “PayPal” or “Debit or Credit Card” button in special forms placed at the following addresses: <https://mintercoins.com/create/> and <https://mintercoins.com/get/>, is a full and unconditional acceptance the User of this Terms.

1. Terms and definitions

Coin — a digital unit of value whose properties and value are assigned by the User. Information about the existence of the Coin is stored in the Blockchain.

Blockchain — a decentralized, distributed registry that stores all Transactions made with Coins without the ability to change or delete them.

Transaction — a record of any actions in the Blockchain with a specific set of information.

Coin symbol — a unique abbreviated name of the Coin that inherently reflects its presence on the Wallet address, consisting of 3-10 latin letters and numbers.

Coin name — a name of the Coin that conveys its essence, up to 64 characters long.

Coin creating — the process of setting all the main parameters of the Coin, which results in a new record in the Blockchain with the parameters of the created Coin.

Coin getting — the process of getting the Coin with a certain Symbol, the result of which is a new record in the Blockchain with information about the number of Coins received with the selected Symbol, while the Coin issue quantities is changing.

Coin issue quantities — the number of existing Coin units measured with an accuracy of 18 decimal places.

Coin transfer — sending any amount of Coins between Wallet addresses.

Wallet — a special software for managing a Coin.

Wallet address — an individual, unique address that is a repository of Coins, identified by a set of latin letters (from “a” to “f”) and numbers 42 characters long and beginning with the letters “Mx”.

Seed phrase — a unique, secret phrase known only to the User, which opens full access to managing the Wallet address. The phrase is entered when entering the Wallet and consists of 12 words in English, separated by spaces. If the Seed phrase is lost, it cannot be restored.

Plan — the amount of rights and services provided to the User.

Brand — a unique name that symbolizes certain qualities, the User’s reputation, or displays a connection with a project or User.

Private group — a group of specific Users in the Telegram messenger who work for a common goal and communicate with each other by exchanging information. Access to group members and information is restricted to outsiders.

Third-party services — any services other than those that belong to the Administration.

2. Subject

2.1. The Administration provides non-exclusive license to use the Service and perform related services.

2.2. The User shall use the Service in accordance with the Terms conditions and chosen the Plan and pay remuneration, unless otherwise provided by the Plan.

3. General provisions

3.1. To use the Service, the User fills out a special form on the pages <https://mintercoins.com/create/> or <https://mintercoins.com/get/> and pays the selected Plan.

3.2. Before making a payment for the Coin creating Plan, the User can check the availability of the Coin symbol that interests them. After paying the Coin creating Plan, the User is granted access to the page for checking the selected Coin parameters and entering the Wallet address to receive.

3.3. After paying the Plan for the Coin getting, the User is granted access to the page for entering the Wallet address to receive.

3.4. All actions performed on the Service's pages are considered to be performed by the User personally.

3.5. The Service is not intended for and cannot be used by persons under the age of 18. By accepting the Terms, the User guarantees that they are 18 years old.

4. Conditions of use

4.1. The User has a right to use the Service in accordance with the Terms and continuous legislation of the Russian Federation.

4.2. The Administration is under no obligation to carry out consulting and technical support for the User that is not included in the Plan.

4.3. The Service and services are provided on an "as is" basis.

4.4. The User takes on all risks associated with the use of the Service and services.

4.5. The Administration shall not provide the User with any explicit or expected guarantees with respect to the Service and services as well as no guarantee (included, but not limited to): applicability to specific intentions, security and safety, accuracy, fullness, production, system integration, continued functionality, error-free, failures correction, virus-free, legitimacy use on any territory beyond the Russian Federation.

5. Coins

5.1. The Coin is a digital unit of measurement of value and has the following inherent characteristics that cannot be changed:

5.1.1. the unique Coin symbol consisting of 3-10 latin letters and numbers;

5.1.2. the Coin name up to 64 characters long;

5.1.3. the initial Coin issue quantities.

5.2. The facts of Creating, Transfers, changes in the Coin issue quantities are confirmed by records in the Blockchain and are not subject to change after they are made.

5.3. Any Transaction with the Coin is charged a commission set in the Blockchain.

5.4. The User undertakes to use the Coin solely for the purpose of increasing Brand loyalty including the following methods:

- 5.4.1. use it as a marketing tool in the form of personalized loyalty points;
 - 5.4.2. reward other users for targeted actions on sites owned by User;
 - 5.4.3. give to any users;
 - 5.4.4. grant any privileges in exchange;
 - 5.4.5. provide reduced prices for goods and services in exchange;
 - 5.4.6. assign the value and properties, at the User discretion, required to implement actions that increase the loyalty of other users to the User;
 - 5.4.7. send it to other users;
 - 5.4.8. exchange Coins to those ones created by other users.
- 5.5. The User is prohibited from using the Coin in the following ways:
- 5.5.1. as a means of payment;
 - 5.5.2. as a subject for speculation;
 - 5.5.3. as an investment tool;
 - 5.5.4. sell.
- 5.6. The Administration does not have the technical ability to manage Coins that are stored on the User's Wallet address.
- 5.7. Third-party services may assign value to the Coin at their discretion.

6. Services

- 6.1. The Administration provides the User with the following services:
- 6.1.1. advice on issues related to the use of Coins;
 - 6.1.2. providing access to the Private group where users can share experience and get support.

7. Intellectual property

- 7.1. The Administration is the sole owner of a right of the Service and its elements (code, design, databases, know-how).

7.2. A non-exclusive license is limited by “right to use”, and none of the provisions of the Terms shall not give the User an exclusive right to the Service.

7.3. A non-exclusive license is granted for the period of effect of the Terms in the territory of the whole world without the right to issue sublicenses.

8. Forbidden actions

User has no right to:

8.1. Use the Service in a manner not provided by the Terms.

8.2. Try to avoid technical limits proved by the Service.

8.3. Decompile, disassemble, decrypt and perform other actions with the source code of the Service.

8.4. Use the Service to Coin creating and getting that are used on resources containing content that:

8.4.1. is unlawful, harmful, threatening, defamatory, inciting to violence against any person or group of persons, or to inhuman treatment of animals, calls for a commission of illegal activities, clarifies the procedure for the use of explosives and other weapons, breaks the standard moral standards and ethical norms, promotes hatred and/or discrimination, and also contains negative and critical remarks regarding religion, politics, race, ethnicity, gender, personal characteristics, abilities, sexual orientation and appearance of third parties, contains insults addressed to specific individuals or organizations;

8.4.2. can be seen as promoting certain political and religious beliefs, non-traditional sexual orientation, violence, drug use, alcohol and smoking;

8.4.3. violates rights of minors;

8.4.4. violates rights of third parties to the results of intellectual activity and equated means of individualization, right to information comprising commercial secret; it does not prejudice honor, business reputation and dignity of third parties as well as does not violate national and international law;

8.4.5. contains information not allowed to disclosure;

8.4.6. contains malicious software (viruses, worms, trojans or any other computer code, files or programs) designed to interrupt, destroy or limit the functionality of any computer or telecommunications equipment (or parts thereof), for unauthorized access, to gain access to

commercial software products, by providing serial numbers of logins, passwords, programs for their generation and other means to gain unauthorized access to paid content, as well as for publishing links to the information above;

8.4.7. is a spam, ie mailing without consent of recipient of commercial and non-commercial nature in a form of (including, but not limited to): advertising products which turnover is prohibited or restricted in accordance with the legislation of the Russian Federation; social and/or religious and mystical content messages with a call for further distribution of such messages (“chain emails”); lists of foreign email addresses; schemes, “pyramid schemes”, multi level marketing (MLM); referral links; online earnings systems and online businesses;

8.4.8. violates law of the Russian Federation and international legal standards;

8.4.9. may be used for illegal collection, storage and processing of personal data of other parties;

8.4.10. contains ads and/or offers for erotic spas and other similar services.

8.5. Use the Service to Coin creating and getting that are used on resources for:

8.5.1. dissemination false information regarding his involvement in the Administration and/or its partners;

8.5.2. assistance in any activities focused on violation of restrictions and prohibitions imposed by the Terms, as well as a violation of the current legislation.

9. Blocking

9.1. The Administration has right to immediately implement blocking of the Coin getting with the User’s Coin symbol on the page <https://mintercoins.com/get/> in the case of:

9.1.1. identification of violations of the Terms provisions by the User;

9.1.2. identification of User’s violation of Russian legislation;

9.1.3. receipt of third party claims of a violation of their rights by the User;

9.1.4. receipt of relevant requirements from governmental agencies.

9.2. Blocking means that other users cannot Coin getting the User’s Coin.

9.3. The User shall agree to take actions to stop violations.

9.4. In the event that the Service is blocked on the basis of a claim from a third party of a breach of the User’s rights, the User is entitled to use the Coin getting in the future only on condition

that the Administration receives a written notification from the complainant that the dispute has been settled and there are no claims for alleged breach of the third party's rights.

9.5. In case of receiving requests from the governmental agencies, the Administration blocks the possibility of the Coin getting the User's Coin who committed a violation. At the same time, unblocking is not performed without the Administration receiving an official notification from the governmental agencies about the absence of any claims and requirements to the User, whose ability of the Coin getting was blocked.

10. Plans

10.1. Types of Plans are available on <https://mintercoins.com/create/> and <https://mintercoins.com/get/>.

10.2. Plans may change by the unilateral decision of the Administration.

10.3. The Plan payment shall be made on 100% advance payment basis.

10.4. Payment date shall be considered a date when funds being credited to the account of the Administration.

10.5. In case of funds return under request of payment organization payment shall not be considered as completed.

10.6. The Plan amount shall be calculated by license fee (95%) and service cost (5%). License fee is not subject to the VAT based on the sub-clause 26 of the clause 2 of the Article 149 of the Tax Code of the Russian Federation.

11. Administration has rights to

11.1. Adjust, update and upgrade the Service without the User consent and notification.

11.2. Adjust any restrictions on the use of the Service.

11.3. Address messages, notifications, requests, technical and informational nature information to the User.

11.4. Carry out maintenance work entailing suspension of the Service work.

12. Personal Data

12.1. The Service shall process personal data of the User for the purpose of execution of the Terms in accordance with the requirements established by the Federal Law “On Personal Data” from 27.07.2006 N 152-FZ and the General Data Protection Regulation (GDPR) (EU) 2016/679.

12.2. The policy in the field of processing and protection of personal data, whose document is available at <https://mintercoins.com/legal/privacy.pdf>, determines the order of processing and protection of personal data.

12.3. The User’s acceptance of the Terms confirms their consent to the processing of personal data.

13. Liability

13.1. The Administration is responsible for:

13.1.1. sending a Transaction for the Coin creating with parameters selected by the User (the Plan for the Coin creating with a certain set of parameters, the Name and Symbol of the Coin);

13.1.2. sending a Transaction for the Coin getting with parameters selected by the User (the Plan for the Coin getting, the Coin symbol);

13.1.3. sending a Transaction for the Coin transfer with parameters selected by the User (the Wallet address for the Coin getting);

13.2. The Administration is not responsible for:

13.2.1. damage caused to the User by third parties;

13.2.2. damage caused by third parties as a result of the User’s actions;

13.2.3. direct or indirect loss of profits of the User;

13.2.4. inability to use the Service for reasons beyond the control of the Administration;

13.2.5. any actions and/or omissions of service providers, services, networks, software or hardware;

13.2.6. safety of the User’s Seed phrase;

13.2.7. unauthorized and/or illegal use of the User’s Seed phrase by third parties;

13.2.8. proper operation of the Blockchain;

13.2.9. damage that may be caused to any devices and media and/or software of the User as a result of using the Service and/or services.

13.3. The User is responsible for:

13.3.1. choosing the appropriate Plan;

13.3.2. selecting the Name and Symbol of the Coin;

13.3.3. whether the specified Wallet address is correct for receiving the Coin;

13.3.4. consequences in case of loss and/or disclosure of the Seed phrase for accessing the Wallet address to third parties;

13.3.5. any actions with Coins on the Wallet address.

13.4. Responsibility of the Administration under the Terms shall not exceed the price paid by the User for the Plan.

13.5. In case the Administration receives claims, demands and/or claims of violation of third parties rights related to the violation of guarantees provided by the User, the User assumes liability for their settlement and compensation damage if it occurs towards the Administration.

14. Term of the Terms

14.1. The Terms is valid from the moment of acceptance until the User refuses to use the Service.

14.2. The User has the right to refuse to use the Service after the Coin creating. In this case, the Coin getting with the User's Coin symbol is blocking on the page <https://mintercoins.com/get/>.

14.3. If the User refuses to use the Coin after the Coin creating or Coin getting, the license fee of the Plan is not refundable. The User has the right to request a refund of the service cost that was not provided.

15. Settlement of disputes and conflicts

15.1. All disputes or conflicts arising between the Administration and the User in connection with the execution of the Terms shall be settled through negotiations.

15.2. If no agreement by the Administration and the User reached, disputes shall be settled in complaint procedure. Term of the response to the claim — 30 days.

15.3. If it is impossible to reach an agreement, the dispute may be referred for settlement to the Arbitration Court of Moscow.

15.4. The applicable law is the law of the Russian Federation.

16. Final provisions

16.1. The Terms may be amended or updated by the Administration without notice to the User at any time. The new version of the Terms shall enter into force from the moment it's published on the Service.

16.2. Continued use of the Service after making amendments and/or additions to the Terms shall be considered as acceptance of the User such amendments and/or additions.

16.3. The Terms shall be regulated and interpreted in accordance with the Russian legislation. Issues not regulated by the Terms, shall be settled in accordance with Russian law.

16.4. If any of provisions of the Terms becomes null and void in accordance with the Russian law, the remaining provisions will remain in force, and the Terms will be executed by the Administration and the User in full without taking into account this situation.

16.5. The User can get any clarifications on issues of interest related to the use of the Service and the provision of services by contacting the Administration via email team@mintercoins.com.

16.6. The Terms is originally made in Russian language and is provided to the User for review in English language. In case of discrepancies between the Russian version of the Terms and the Terms version in another language, the Russian version of the Terms provisions shall be applied.