

STARMINE ICO - TERMS OF SERVICE

Starmine Tokens (hereinafter referred to as 'SME', 'SME coins', 'SME tokens', or 'SME digital tokens', or 'starmine.ai', or 'SME') Initial Coin Offering (ICO) of Starmine tokens on our website i.e. <http://www.starmine.ai>

The following terminology applies to these Terms and Conditions of Use (our "Terms"), the Privacy and Transparency Statement, and any and all other agreements between you and us:

"Client," or "Customer," or "User," or "You," or "Your" refer to the person accessing our website i.e. www.starmine.ai, and accepting our Terms.

"We", or "Our", or "Ourselves", or "Us" or "starmine.ai," or "www.starmine.ai," refer to the internet website starmine.ai, and to its owners, operators, employees, officers, agents, insurers, suppliers, and attorneys.

"Party" refers to either you or us. In these Terms, unless the context otherwise provide, words indicating the singular shall be understood to include the plural and vice versa and words indicating gender include all genders.

"Digital asset," "asset," "coin," "digital currency," "good," "ledger entry," and "token" refer to blockchain-based software ledger data entries.

By using our website, you covenant, represent and warrant that you are at least 18 years old or a major of the respective laws, and have full capacity to contract under applicable laws and you are not citizen of United States of America (USA) and you are complying with and / or obeying with all applicable laws; only transacting on starmine.ai with legally-obtained funds that belong to you. Further by using our website, you covenant, represent and warrant that you are not furthering, or performing, or undertaking, or engaging in, or aiding, or abetting or involving or adhering to connivance methods of any unlawful activity through your relationship with us or through your use of starmine.ai

We reserve the right to terminate your access to starmine.ai for any reason, including but not limited to breaches of our Terms, at our sole and absolute discretion.

1. Terms

By accessing our website, you agree to be bound by our Terms, all applicable laws and regulations, and you agree that you are responsible for compliance with —that you are compliant with — applicable laws. If you do not agree with any of our Terms, you are prohibited from using or accessing the Website; your only recourse is to stop using the Website. Any use of the Website is deemed as your acceptance of our Terms. The terms of use may be amended or modified at any time at the sole discretion of the management and therefore you are requested to visit our website at regular intervals. By accepting our Terms, you expressly allow us to export data outside the jurisdiction in which you reside and/or are located and/or any mediating proxy server(s) is/are located when you access starmine.ai. Acceptance of our terms and conditions or Deemed Acceptance (i.e. use of our website) will be treated as and deemed as a Declaration given by you that you have complied with all the applicable laws and you are eligible for investing in the ICO.

2. Limitations

Acquiring Starmine tokens carry financial and legal risk. You are only allowed to purchase Starmine tokens if you are neither a citizen of United States of America (USA) or permanent resident of the USA, nor have a primary residence or domicile in USA, including Puerto Rico, the U.S. Virgin Islands, and any other territories of the USA. We shall not be liable or responsible for any damages, or claims, or losses, or injuries, or delays, or

accidents, or costs, or business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), or for any incidental, or direct, or indirect, or general, or special, or punitive, or exemplary, or consequential damages, or loss of goodwill or business profits, or loss of digital currency or digital assets, or work stoppage, or data loss, or computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to our Terms; the Privacy and Transparency Statement; any service of starmine.ai; the use of starmine.ai; the use of Starmine tokens; any use of your digital assets or digital currency on starmine.ai by any other party not authorized by you (all of the foregoing items shall be referred to herein as "Losses"). We are hereby released by you from any liability for any and / or all Losses. We disclaim any and / or all warranties or guarantees, including any warranty of merchantability and / or warranty of fitness for any particular purpose. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, or negligence, or tort, or strict liability, or any other basis, even if we have been advised of or should have known of the possibility of such losses and / or damages, and without regard to the success or effectiveness of other remedies.

3. ICO Duration

The ICO Period starts on September 30, 2017 and ends October 16, 2017

We reserve the right to change the start date of the ICO as well as the right to extend the offering duration for any reason, including, failure to complete the offering of Starmine tokens designated for offer, the unavailability of the starmine.ai ICO website, or other unforeseen security or procedural issues.

4. Number of Coins and Valuation of Starmine Token

We plan to offer 600 million Starmine coins during the ICO. During the ICO period, the value of the Starmine token (SME) is fixed where 1 ETH = 2000 SME (Starmine Tokens)

5. ICO Portal

The ICO will be conducted through our website www.starmine.ai and users will have to send Ethereum (ETH) from an Ethereum Wallet to the Starmine Token crowd sale address.

6. How to Invest:

Investors can subscribe to the ICO and purchase tokens through www.starmine.ai and tokens can be purchased using Ethereum (ETH).

7. Escrow

All the funds received during the period of ICO i.e. during September 30, 2017 to October 16, 2017 will be sent to and maintained in the specified escrow services for safe-keeping and contingent distribution after 30 days.

8. ICO Coin Distribution of Starmine tokens

All Starmine digital tokens purchased or received during the ICO will be distributed forthwith and immediately on confirmation after the Escrow period.

9. Bifurcation / Segregation of funds received through ICO:

The amount of coins that are created for the Starmine chain are all dependent on how many coins are subscribed during the ICO. At this point of time, the Management team owns and holds 15.5% (310,000,000) of the Starmine tokens and pre-ICO investors own and hold 54.5% (1,090,000,000) of the Starmine tokens out of

total proposed issuance of 2 Billion coins. The funds received from the offering of the coins will be used for the execution of the project as laid out in the white paper and the presentation.

10. Listing of Starmine Coins or Tokens

After the completion of ICO, the coins shall be listed on multiple exchanges.

11. Prices, Exchange Rates, and Confirmations

Digital currency and digital assets are highly experimental and risky. The conversion service available on starmine.ai to convert to or from Bitcoin and / or alternative digital currencies attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without users necessarily being aware of these changes. We regard digital currency payments as “accepted” when one block confirmation has been registered, however, due to varying security between blockchains, we reserve the right to require additional block confirmations to reduce risk of fraudulent double spending attempts or errors related to forks. We may occasionally accept a payment with zero confirmations, though this decision is at our sole discretion. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by us of that payment. The User’s payment must be received by us within a period of 20 minutes in order to receive the guaranteed exchange rate. Please contact our customer support available on our website i.e. www.starmine.ai for more information on exchange rates.

12. Fraudulent attempts to double spend

We and our affiliates will monitor all potential transactions and / or fraudulent attempts to double spend Bitcoin.

When any double spending of Bitcoin or any other digital currency or asset accepted in the ICO is detected, no Starmine Tokens (STAR) will be distributed to the associated blockchain wallet address or starmine.ai ledger based wallet. By attempting to gain Starmine tokens fraudulently through double spending, an ICO participant jeopardizes all Bitcoin or other digital currency or asset associated with the blockchain wallet address, as no Starmine assets will be distributed to the account associated with that bitcoin or digital currency or asset address. Users deemed to have engaged in fraudulent behavior or attempted fraudulent behavior forfeit any potential refunds of their assets or digital currency.

13. Governing Law

The Agreement and these Conditions shall be governed by and construed in accordance with the laws of Japan, and any and all laws applicable therein.

14. Permissible Use

The starmine.ai or Starmine tokens are to be purchased by persons who want us to manage their funds. You are prohibited from purchasing Starmine tokens for any other purpose apart from the one mentioned above.

15. ICO Contingencies

We reserve the right to change or modify the Terms of Service so as to carry out the compliance and that the same is in accordance with any new laws or regulations or rules or circulars or notifications or orders which may come into force, and / or to comply with the changes or amendments made in the existing laws or regulations or rules or circulars or notifications or orders.

16. Terms of Use Modifications

We may revise our Terms at any time and without notice to you or third parties. By using the website www.starmine.ai, you agree to be bound by the then and / or-current version of our Terms. However, the terms of pertaining to percentage of Profit Sharing and percentage of Operational cost and other expenses will not change.

17. Costs

From time to time, we may need to spend time dealing with issues brought to us by customers. Where any customer issue is not caused by our negligence or oversight, we reserve the right to recover reasonable administrative costs spent addressing the customer issue, including costs related to technology deployed to address the customer's issue and compensation provided for our customer service representative's labor hours.

18. Privacy and Transparency Statement

We respect the privacy of our Users by not requesting any information that is unnecessary for the use of the service or to comport with our obligations under applicable law. You accept that we will generally comply with all reasonable legal requests for information from it. We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries; to respond to legal process; to respond to the order of a court of competent jurisdiction and those exercising the court's authority; and, to protect us and our users.

19. Indemnity

The investor(s) agrees to Indemnify us for all costs and / or expenses including but not limited to fees, penalties, damages, losses, injuries, delays, attorney fees, lawyer fees, professional fees or any other costs or expenses or fees, by whatever name called and whether direct or indirect, in case the same is levied on us by any person; in case the respective investor(s) has invested in our token i.e. Starmine coins, without considering the restrictions or terms or limitations (as specified in Point 1 & 2) placed on him / her or with illegal funds or with double spending or any other illegal or unethical manner.