DIMPAY Whitepaper



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Abstract



DIMPAY is a global payment system that is built on the XEM blockchain. The use of blockchain technology makes the platform less expensive, instantaneous, transparent and it eliminates third parties. The platform is designed for peer-to-peer, business-to-business, consumer-to-business and business-to-consumer transactions. DIMPAY is an integral part of the DIM Ecosystem and it consists of DEPOTWALLET, mobile DEPOTWALLET and the DIM Debit Card. DEPOTWALLET allows users to buy, sell, hold and manage cryptocurrencies and cryptonized assets. The DIM Debit Card will allow consumers to engage in e-commerce and walk-in purchases at merchant shops. The DEPOTWALLET Business Account will allow merchants to generate invoices, track inventory, make payments and much more. DIMPAY will facilitate cashless transactions for consumers and merchants. However, the payment system is not only for consumers and merchants; it has the potential to be a financial solution for the 2 billion adults who do not have bank accounts around the world.

Risk Disclaimer: Buying DIMCOIN involves substantial risk of loss and it is not suitable for every investor. The valuation of DIMCOIN may fluctuate, and as a result, participants may lose more than their original investment. Before deciding to participate in the DIMPAY ICO, potential participants must carefully consider their investment objectives, level of experience and risk appetite.

DIMPAY ICO



Available at:

Pre-ICO Dates:

ICO Dates:

Type of Offer:

Purchase:

Maximum ICO Target:

Use of Generated Funds:

Bonuses Available:

Avanabic.

10% (20% for using XEM) 7 - 12 December 2017

25% (35% for using XEM) 4 - 6 December 2017

5% (15% for using XEM) 13 - 18 December 2017

Minimum Purchase Per Person: 1 DIMCOIN

dimpay.io

DIMCOIN

4 December (12:00)

7 December (00:00) - 18 December (23:59) 2017

Initial Coin Offering

1,500 BTC (Bitcoin)

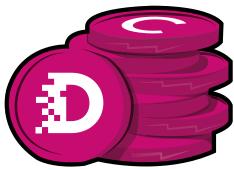
- 6 December (23:59) 2017

Maximum Purchase Per Person: None

Accepted Cryptocurrencies: BTC, ETH & XEM

Development of (i) DEPOTWALLET, (ii) mobile DEPOTWALLET & (iii) DIM Debit Card

All times are CET (Central European Time)



Note: United States, Canadian or Austrian citizens and residents are not eligible to participate in the DIMPAY ICO. You are only allowed to participate in the DIMPAY ICO if you covenant, represent and warrant that you are not a U.S., Canadian or Austrian citizen or permanent resident, nor do you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States.

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1. Introduction

"The true sign of intelligence is not knowledge, but imagination"

Albert Einstein

1. Introduction

Since the beginning of time, humanity has strived to simplify the process of exchanging goods and services. Initially, humanity used to engage in warfare to access goods and services that were not readily available. Besides warfare, bartering was the most basic form of payment and it laid the foundation for other payment methods. The payment evolution continued. After bartering came hard currencies, paper currencies, credit/debit cards, mobile payments and lastly interaction-less payments found in services such as Uber. As the payment systems evolved into the financial technology (fintech) behemoth that we know and understand today, a need for financial institutions serving as trusted third parties to process electronic parties also arose. The introduction of more players in the payment system resulted in the whole system being held together by the notion of trust. Humanity had to trust the financial institutions that facilitated their finances.

The 2008 global financial crises proved that the notion of trust is very fragile. People like Satoshi Nakamoto realized that "what is needed is an electronic payment system based on cryptographic proof instead of trust, allowing any two willing parties to transact directly with each other without the need for a 'trusted' third party". Such a need did not only result in Bitcoin but a technology called blockchain. Blockchain is a decentralized ledger system that eliminate third parties and it has enhanced security enforced by cryptography. Transactions done on the blockchain are peer-to-peer (P2P), immutable and irreversible. Blockchain is also the underlying technology behind DIMPAY.

1

2. DIMPAY Foundation



2. DIMPAY Foundation

The DIMPAY Foundation is a separate entity from the DIM Foundation. The DIMPAY Foundation will have its own board members and employees. The DIM Foundation will offer full support to the DIMPAY Foundation as a pilot project. DIMPAY will operate independently within the DIM Ecosystem. The DIM Foundation has permitted the development of DIMPAY to be outsourced exclusively to the DIMPAY Foundation. This is to ensure that the DIM Ecosystem is decentralized, not just at the foundational blockchain level but the operational level too.

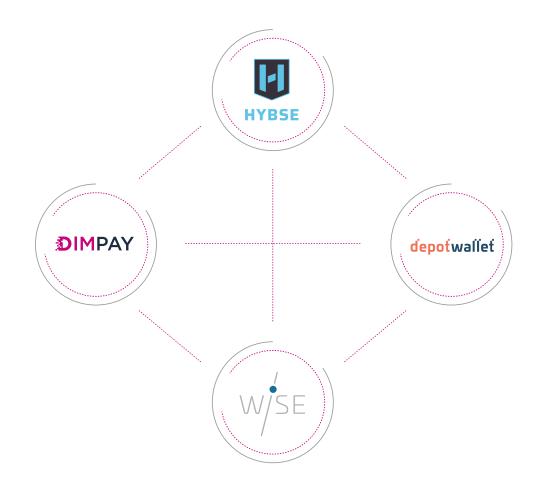


Figure 1: Decentralized operations within the DIM Ecosystem

3. DIMPAY

"Innovation distinguishes between a leader and a follower"

Steve Jobs

3. DIMPAY

DIMPAY is a global payment system that is fast, inexpensive and fully secure. DIMPAY is part of the DIM Ecosystem and it is built on the XEM Protocol. DIMPAY aims to disrupt the traditional peer-to-peer (P2P), business-to-business (B2B), business-to-consumer (B2C) and consumer-to-business (C2B) payment systems by offering low fees, transparency, instantaneous transactions and a decentralized platform. The use of DIMPAY will eliminate numerous payment errors that occur with brick and mortar merchants. This will be achieved by scanning a Quick Response (QR) code from their mobile devices instead of using cashiers. QR codes are two-dimensional codes that "were invented as an advancement of the common one dimensional barcodes"².

There are forms of codes such as the "3D codes with the additional dimension colour-depth and 4D codes with multi-sequential display"³ but the QR code is the main focus since it has mass adoption. The QR codes are read by imaging devices such as cameras in hand held devices such as mobile phones and tablets. According to Cisco's Global Mobile Data Traffic Forecast Update, global mobile traffic grew by 63% in 2016 reaching 7.2 exabytes (7.2 billion gigabytes) per month at the end of 2016 and that was up from 4.4 exabytes per month at the end of 2015⁴. The monthly global mobile data traffic is expected to be 49 exabytes by 2021 and mobile devices will represent 20% of the total Internet Protocol (IP) traffic; with smartphones accounting for over 50% of global devices and connections⁵. As mobile devices continue to increase with popularity, the adoption of QR codes and mobile payments will increase. DIMPAY is positioning itself for this anticipated mobile usage boom.

The QR code will be the foundation for P2P, B2B and B2C experience using DIMPAY. The use of the QR code will eliminate the need for numerous participants such as cashiers in the payment process. The elimination of numerous participants will lead to decreased costs and increased efficiency and savings for both consumers and merchants.

- 2 Isaac T Asare & Daisy Asare The Effective Use of Quick Response (QR) Code as a Marketing Tool
- 3 Isaac T Asare & Daisy Asare The Effective Use of Quick Response (QR) Code as a Marketing Tool
- 4 Cisco Cisco Visual Networking Index: Global Mobile Data Traffic Forecast Update, 2016-2021
- 5 Cisco Cisco Visual Networking Index: Global Mobile Data Traffic Forecast Update, 2016-2021

DIMPAY interactions



DIMPAY comprises of DEPOTWALLET, mobile DEPOTWALLET and DIM Debit Cards. The three applications are interconnected and their functions supplement each other.



3.1 DEPOTWALLET



Figure 3: DEPOTWALLET

DEPOTWALLET is a web app blockchain based wallet that permits users to buy, sell, hold and manage various cryptocurrencies together with cryptonized assets. The wallet allows users to make P2P transfers and companies to make B2B transactions.

DEPOTWALLET is also a doorway for users and businesses to the Hybrid Stock Exchange (HYBSE). HYBSE is an online stock exchange that offers small and medium enterprises (SME's) a platform to seek and access international capital.

3.2 Mobile DEPOTWALLET



The mobile DEPOTWALLET will be similar to the DEPOTWALLET. Users will be able to select a Private Account or a Business Account. The introduction of the mobile DEPOTWALLET will proceed in gradual steps. The first mobile DEPOTWALLET will be a basic version for beta testing. The security upgrades and software updates to the mobile DEPOTWALLET will happen throughout 2018 and 2019. As the software matures, the latest and most advanced security systems will be integrated. Examples: fingerprint, iris scan, face recognition, 2-step authenticator.



3.2.1 Private Account



The Private Account will offer the user full control over the account. The account will be linked to the DEPOTWALLET account, this will enable users to manage the cryptonized assets and cryptocurrencies in the account's wallet address. Users will be able to make e-commerce purchases and merchant walk-in purchases in brick and mortar shops. This will "allow consumers to make payments 'anytime, anywhere', becoming less dependent on the need to carry cash which in turn could reduce the risk of theft"⁶.

3.2.2 Functions of Private Account



The primary functions of the Private Account will be as follows:

- Engage in point of sale payments
- Engage in carrier payments
- View and manage the funds and cryptonized assets in the DEPOTWALLET account
- Make everyday transactions like sending remittance
- Standing orders of recurring payments such as rent, insurance etc.
- Direct debit procedures (creditors deduct the amount directly from the DE-POTWALLET account)
- Guarantees (such as a bank guarantee issued to a creditor)
- Additional functions can be added at any stage

⁶

Denis Dennehy & David Sammon – Trends in mobile Payments Research: A Literature Review

3.2.3 Business Account

The Business Account will be designed to meet the needs of businesses. The Business Account will enable businesses to keep track of inventory and transactions through one account. They will have complete management over their customers' shopping and checkout experiences. The Business Account will send merchants payment notifications when payments have been completed and credited to their accounts. The account holders can also decide when to receive the notifications. The account will allow for standard invoices to be generated. Standard invoices have basic details such as the unique invoice number and transaction details such as items purchased, total cost etc. As DIMPAY continues to evolve, we will investigate the possibility and practicality of adding more types of invoices such as progress invoices, commercial invoices, value-based billing, time-based billing etc. The addition of various billing options will widen the pool for businesses beyond merchants and venture into different professional fields.

3.2.4 Functions of Business Account



The primary functions of the Merchant Account will be as follows:

- Check balance of the funds in the account
- Track the income and expenditure from the account
- Create an invoice
- Statement of financial positions (balance sheet, cash flow)
- Receive invoice status updates
- Salary payments
- Expense payments

3.3 Merchant Registration

Merchants will receive payments from customers through QR codes. When merchants create an invoice, a new QR code will be generated. The QR code will be displayed at the counter in a physical shop, whilst an online store will have their QR code displayed on their webpage at the end of the purchase when you check-out. A merchant needs to have a free Business Account on Depowallet in order to be part of the DIM Ecosystem. Every merchant will have a free unique QR code that is linked to their Business Account. When a customer makes a purchase they will use their phones to scan the merchants QR code and transfer the relevant amount in DIM Currencies to the merchant's Business Account. Merchants need a Business Account to receive DIM Currencies as payment for their products. For merchants to withdraw their DIM Currencies, they will need to register with WISE Consulting Ltd, they will be required to fill in a know your customer (KYC) form.

3.4 Consumer and Merchant Dispute Resolution

If a sale does not proceed in a manner that both the consumer and merchant were anticipating, they can enter into a Dispute Resolution Dialogue (DRD). The DRD is a bipartisan (two-way) private chat between the consumer and the merchant. If the consumer is the aggrieved party, they can initiate the dialogue with the relevant merchant. If the merchant is the aggrieved party, the merchant can initiate the dialogue. The consumer and merchant engage with each other to find a possible resolution.

If a resolution cannot be found, one or both parties can choose to escalate the matter into the Dispute Resolution Negotiations (DRN). A DRN is a tripartite (three-way) dialogue that involves a DIMPAY Foundation Ambassador from their respective country. The ambassador will also act herein as the arbitrator. The merchants will be directed to refund the consumer in case the Ambassador finds against their case.

If the Ambassador cannot resolve the disagreement, the matter can be escalated to the DIMPAY Foundation. The DIMPAY Foundation will view the matter and try to assist by offering an opinion on the dispute. If one or both parties are still not satisfied, the matter can be escalated to the DIMPAY Foundation members. The DIMPAY Foundation members will then vote on the opinions received from the DIMPAY Foundation and offer their opinions. If one or both parties do not accept the opinions and assistance from the DIMPAY Foundation members, they can submit the matter to the competent court in order to resolve the dispute.

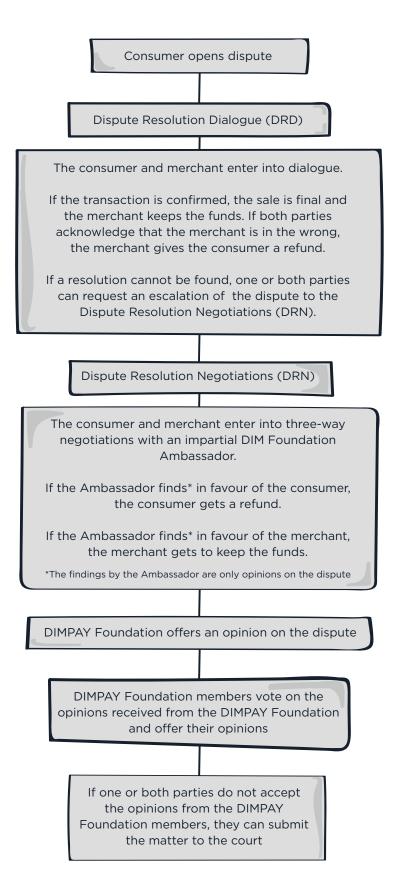


Figure 5: Example of consumer and merchant dispute resolution processes

3.5 DIM Debit Card



The DIM Debit Card will be connected to the DEPOTWALLET account on the web app and mobile versions. Debit card holders will be able to convert their DIMCOIN and other cryptocurrencies into selected DIM Currencies such as the DIM GBP and DIM EURO. The DIM Currencies will enable debit card holders to walk into brick and mortar merchants and swipe for goods and services. The debit card will also enable the holders to engage in e-commerce shopping.

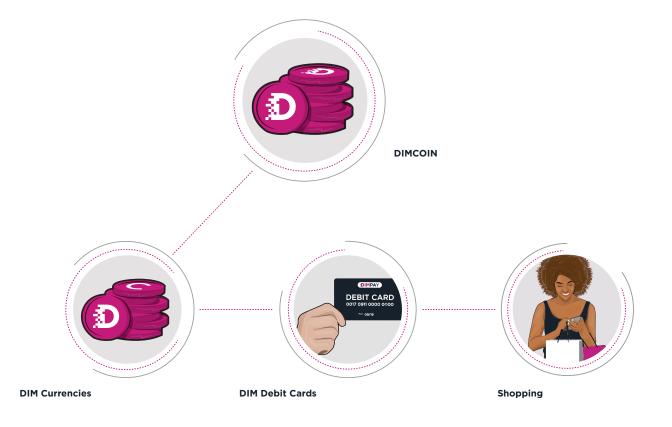


Figure 6: Example of DIM Debit Card usage

Advantages of debit cards

- Debit cards offer a level of convenience of swiping at stores, performing online purchases etc.
- No limit for online use
- Debit cards for (one-time) use can be generated directly through DEPOTWALLET and mobile DEPOTWALLET
- They provide some level of security because the holders do not have to carry cash on them
- Debit cards are readily accepted globally
- If the card is lost or stolen, other people can't access the account without the PIN
- You can create your own PIN

Disadvantages of debit cards

- Users can only spend money that they currently have in their accounts unlike with credit cards where users can spend funds on credit
 - ATM fees
 - The responsibility for balancing the account by managing spending habits falls on the user
- Accessing funds requires a pin code

The debit cards will give the holders the convenience to use ATMs. ATMs will enable debit card holders to withdraw their DIM Currencies to traditional fiat currencies in different geographical locations around the globe.



Advantages of ATMs

- Users can access their funds from any part of the world
- Cryptocurrency compatible ATMs are increasing in a number of locations
- ATM fees are low since the service does not require human interaction
- They offer the convenience of withdrawing fiat currencies at shopping malls, convenience stores etc
- Most ATMs are open all day throughout the year

Disadvantages of ATMs



- ATMs have cash withdrawal limits
- There is a risk that debit cards can be fraudulently used at ATMs if the card and pin number are compromised

• 4. DIMPAY Features

"If you can dream it, you can do it"

Walt Disney

4. DIMPAY Features



DIMPAY features are a combination of the different attributes of DEPOTWALLET, mobile DEPOTWALLET and the DIM Debit Cards.

- Users will enjoy the connectivity of having a three-way payment option made up of (1) DEPOTWALLET, (2) mobile DEPOTWALLET and (3) DIM Debit Cards
- Access to the DIM Ecosystem, consisting of (1) wiseexchange operated by WISE Consulting Ltd, which facilitates the exchange of fiat currencies into DIM Currencies and cryptocurrencies as well as the digitalization of assets, and (2) a blockchain based financial platform (the HYBRID Stock Exchange) where DIMPAY users can trade crypronized securities, cryptocurrencies etc
- User-friendly DEPOTWALLET interface
- DIM Debit Cards connects the blockchain financial services to the traditional fintech services
- DIMPAY simplifies the payment experience for customers
- It is a platform where merchants can track customer trends and their inventories
- - DIMPAY integrates the point of sale, e-commerce and fintech services into the DIM Ecosystem

5. DIMPAY Objectives



5. DIMPAY Objectives



The objectives of DIMPAY are to:

- Facilitate cashless transactions between consumers and merchants
- Secure the value of DIM Currencies through promoting the use of DIMPAY and the DIM Ecosystem
- Promote cross-border trading
- Make exporting accounting records for merchants easier for them to save time and decrease costs
- Provide financial services to the unbanked people community through DEPOTWALLET
- Be the go-to for merchants and consumers to conduct day-to-day activities
- Promote the use of DIMCOIN and DIM Currencies
- Secure the value of the DIM Ecosytem

6. Why use DIMPAY?

"When something is important enough, you do it even if the odds are not in your favor"

Elon Musk

6. Why use DIMPAY?

DIMPAY does not intend to disrupt the manner in which consumers and merchants process payments. DIMPAY intends to cryptonize and digitize payment processes in order to have cashless transactions. DIMPAY uses blockchain to cryptonize the payment process that is familiar to both consumers and merchants. The familiar payment process for consumers involves paying for an item using the local fiat currency, such as the Euro or Indian Rupee. The traditional payment process for merchants is receiving payment for their inventory using a local currency. Local currencies make their accounting easier to manage.

Making the payment process easier is possible through the use of DIM Currencies. DIM Currencies are a cryptonized version of fiat currencies. After they have been cryptonized, they are referred to as DIM EURO for the Euro and DIM Rupee for the Indian Rupee. The DIM Currencies are pegged to the market value of the respective fiat currencies. Later in 2018, users will be able to exchange their DIMCOIN and XEM (XEM) for different DIM Currencies, then they can scan a QR code to make payments.

For example, Kimesha wants to buy her favourite sandwich which costs €4 but she does not have any fiat money in her wallet. She signs into her mobile DEPOTWALLET and her account has 4 DIM EURO, Kimesha simply scans the merchant's QR code to pay for her sandwich*. The merchant receives 4 DIM EURO into their business account. By receiving the DIM EURO, the merchant is shielded from the volatility of cryptocurrencies. The merchant can have a reliable and stable revenue forecast for their business. Merchants will be able to withdraw fiat currencies equivalent to the DIM Currencies in their Business Accounts from WISE Consulting Ltd (WISE Consulting Ltd intends to act as bureau de change for the DIM Ecosystems). WISE Consulting will arrange for the transfer of the withdrawn amount into the merchant's bank account**.

The use of DIM Currencies protect both the consumer and merchant from price volatility and they also simplify the process of purchasing using cryptocurrencies. Using other cryptocurrency payment systems, Kimesha will, for example, have to send 0.00072 BTC (Bitcoin) for her sandwich. The merchant will receive the amount in BTC after costs have been deducted and will have to do their invoices with such amounts. DIM Currencies allow the merchant to do invoices using the figures received. Kimesha can also exchange her DIMCOIN for DIM Currencies and use the DIM Debit Card to swipe for her sandwich.

*The amount will include fees for transferring DIM Currencies to the merchant **There are fees associated with fiat currency withdrawals from WISE Consulting





Figure 8: Buying using mobile DEPOTWALLET at a merchant shop

7. DIMPAY Benefits

"It's easy to quote motivation, but you still need motivation to master the quote"

Wayde van Niekerk

7.1 DIM Currencies

DIM Currencies are the medium of exchange when using DIMPAY. DIM Currencies allow users to walk into shops and pay for everyday items. DIM Currencies can be understood by the general public because they are digital versions of the currencies they are aware of. DIM Currencies have the potential to make the general public comfortable with cryptocurrencies and blockchain as they are easy to understand and use. Users can transfer their DIM Currencies onto their DEPOTWALLET and transact without going to a bureau de change, queue in long lines and pay high fees and commissions. The conversion of fiat currencies into DIM Currencies allows the user to get the actual value of the cryptocurrencies they convert. Users will also be able to convert cryptocurrencies into different DIM Currencies.

DIM Currencies give DEPOTWALLET users access to the Hybrid Stock Exchange (HYBSE). By using DIM Currencies users are able to purchase cryptonized securities such as Exchange Traded Commodities (ETC), Exchange Traded Funds (ETF), company shares and others.

7.2 DIM TOKEN & DIMCOIN Holders



There are incentives for +50 DIM TOKEN holders with the introduction of DIMPAY. Some of the fees earned on DIMPAY will go to +50 DIM TOKEN holders. DIM TOKEN and DIMCOIN holders will automatically get access to DIMPAY by already having a DEPOTWALLET account. They will not need to do anything as the payment system will be automatically added to their DEPOTWALLETs. The increased usage and success of DIMPAY has the potential to trickle down and increase the value of the DIM TOKENs and DIMCOINs.

7.3 Business Accounts



Merchants will able to use the Business Account for free for one year. After one year there will be fees for using all the functions from the Business Account.

The free Business Account will have the following features:

- Check balance of the funds in the account
- Track income and expenditure from the account
- Create invoice



The paid Business Account will have the features from the free account together with the following additional features:

- Statement of financial position (balance sheet, cash flow etc.)
- Fetch invoice status
- Receive invoice status updates
- Salary payments
- Bill payments
- Standing orders of recurring payments such as rent, insurance etc.
- Direct debit procedures (creditors deduct amounts directly from DEPOTWALLET accounts)
- Guarantees (such as a bank guarantee issued to a creditor)

The DIM community will be able to vote as to which package will be offered to merchants. The DIM community will vote by sending 1 DIMCOIN to the respective wallet address for the different packages. The funds from the voting process will be sent to the +50 DIM TOKENs payout wallet address.

7.3.1 Business Account packages



The Business Account will have one of the following packages:

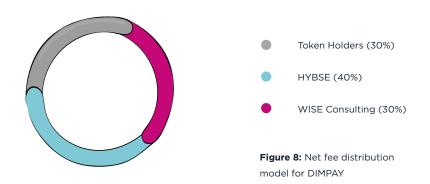
- Free use for one year. After a year, if merchants invite five other merchants per annum to use DIMPAY and they get another year free
- Free use for one year. There after merchants will then pay 1000 DIMCOIN per annum to have full access to the Business Account

7.4 General Benefits of DIMPAY



The benefits of DIMPAY are:

- Consumers will spend less time queuing in shops as they will be able to shop in the comfort of their homes through e-commerce
- Users of the DIM Ecosystem will be exposed to DIMPAY
- It will be possible to engage in everyday transactions such as splitting a bill, sending and receiving cryptocurrencies etc.
- No fees charged when withdrawing at ATMs from DIMPAY (bank ATM charges will apply according to respective banks)
- DIM TOKEN holders can suggest and vote on the future direction of DIMPAY
- ► +50 DIM TOKEN holders will receive a share of the 30% net fees earned through DIMPAY according to the proportion of DIM TOKENs they hold



Fee Earnings

DIMCOIN	DIM Currencies	Cryptonized Assets	DEPOTWALLET/ WISE Consulting
0.1% of transfer	0.1% of transfer volume	0.5% of transfer vo-	Cash payout account
volume for transferring	for transferring DIM	lume for transferring	fee: Minimum \$50.00
DIMCOIN P2P	Currencies P2P	P2P	or 1% (one percent)
			per action

Figure 10: Fees charged using DIMPAY

8. DIMPAY vs Major Payment Platforms

"You should learn from your competitor, but never copy. Copy and you die."

Jack Ma

8. DIMPAY vs Major Payment Platforms



DIMPAY will have some features that overlap with other payment platforms.

Figure 11: Example of consumer using DIMPAY

	DIMPAY	Mycelium	BitPay	Paypal
Ability to freeze clients' accounts	ο	ο	ο	0
Ability to hold clients' funds	Ο	Ο	Ο	0
Near zero % fees	0	0	Ο	0
Monthly account subscriptions	Ο	Ο	Ο	0
Fees for receiving funds internationally	Ο	0	Ο	0
Built on blockchain	D	0	0	Ο
Decentralized platform	D	0	0	Ο
Linked to securities trading platform	D	Ο	Ο	Ο
Safety for funds	D	D	O	D
Dispute resolution	D	D	Ο	D
Exchange of multiple cryptocurrencies	D	D	Ο	Ο
Platform has own cryptocurrency	D	Ο	Ο	Ο
Exchange into multiple fiat currencies (DIM Currencies for DIMPAY)	0	Ο	0	D

Figure 12: DIMPAY vs Traditional Payment Platforms

9. DIMPAY ICO

"Money won't create success, the freedom to make it will"

Nelson Mandela

9. DIMPAY ICO



DIMPAY is a new concept that will be integrated into the DIM Ecosystem. The project still requires capital injection to come to fruition. The project is an opportunity for the DIM TOKEN holders and the crypto-community to assist in the introduction of a new branch in the DIM Ecosystem. The incentives of DIMPAY has the potential of positively increasing the value of DIMCOIN. The terms and risks associated with ICO can be found in the DIMPAY Terms & Conditions and the DIMPAY Prospectus.

9.1 ICO Details

Available at:	dimpay.io
Pre-ICO Dates:	4 December (12:00) - 6 December (23:59) 2017
ICO Dates:	7 December (00:00) - 18 December (23:59) 2017
Type of Offer:	Initial Coin Offering
Purchase:	DIMCOIN
Maximum ICO Target:	1,500 BTC (Bitcoin)
Bonuses Available:	25% (35% for using XEM) 4 - 6 December 2017
	10% (20% for using XEM) 7 - 12 December 2017
	5% (15% for using XEM) 13 - 18 December 2017
Minimum Purchase Per Person:	1 DIMCOIN
Maximum Purchase Per Person:	None
Product Structure:	DEPOTWALLET, mobile DEPOTWALLET & DIM Debit Card

All times are CET (Central European Time)

Accepted Cryptocurrencies

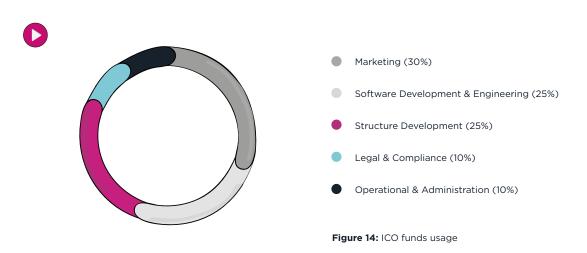






Figure 13: Accepted Cryptocurrencies

9.2 ICO Funds



Marketing – 30% of the funds raised will be utilized for marketing DIMPAY in the countries identified on the DIMCOIN ICO whitepaper. Marketing funds will be used to train merchants on how to use the DIMPAY business software. Marketing and training will be done over a period of 2 years.

Software Development & Engineering – 25% of the funds will be utilized for software development and engineering for the DIMPAY service providers (DEPOTWALLET, mobile DEPOTWALLET and DIM Debit Card). These funds will also be used for the attachment of the DIM Debit Card to DEPOTWALLET.

Structure Development – 25% will be for building a team of agents to seek out merchants in order to pitch DIMPAY and its benefits to the merchants.

Legal & Compliance – 10% will be for legal requirements, complying with the ongoing regulatory framework and acquiring the relevant licenses that are needed to assist with the growth of DIMPAY.

Operational & Administration – 10% will be utilized for day-to-day operational and administrative duties behind DIMPAY.

10. DIMPAY Roadmap

"The best road to progress is freedom's road"

John F. Kennedy

10. DIMPAY Roadmap

Q3 2017 - The idea of creating and integrating DIMPAY into the DIM Ecosystem was approved

Q4 2017 - DIMPAY ICO

Q2 2018 - DIMPAY Beta version testing

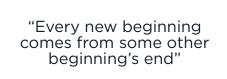
Q2 2018 - Register a payment license in Latin America

- Q3 2018 DIMPAY official launch
- Q4 2018 Extend the payment license in Latin America

2018/2019 - Continual upgrades and updates of mobile DEPOTWALLET

2019 - DIM ATMs with DIM Currencies withdrawals

11. Summary



Seneca

11. Summary

O

The payment system has gone through great technological changes over the past few centuries. The fundamental need to transact with other people has not changed. With the introduction of Bitcoin in 2009, the use of blockchain as a basis for the payment was inevitable. DIMPAY is a web and mobile based payment option that incorporates point of sale purchases through the DIM Debit Card. The web and mobile payments are possible through the use of DEPOTWALLET. As the world moves towards a cashless society, DIMPAY will be a platform where consumers and merchants will be able to facilitate trade even when they are not in the same shop, country, region or continent. E-commerce allows for cross-border trading at the comfort of one's home. DIMPAY through the DEPOTWALLET, mobile DEPOTWALLET and DIM Debit Card will make the purchases easier not only for users in the DIM Ecosystem, but for general public that will adopt it.

12. Reference List

"Every team has a person who is used as a reference, a player who stands out more than others"

Neymar

12. Reference List

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- Dennehy, D & Sammon, D 2015, 'Trends in mobile payments research: A literature review', Journal of Innovation Management, vol. 3 no. 1, pp. 49-61, Available from: http://www.open-jim.org/article/view/71/72



TERMS AND CONDITIONS

Last Updated: 15 November 2017

Please read carefully these Terms and Conditions (hereinafter - the "**Terms**") before using a website http://dimpay.io (hereinafter - the "**Website**"), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. If you want to participate in the upcoming DIMPAY Initial Coin Offering (hereinafter - the "**ICO**"), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or buy DIMCOINs.

1. DEFINITIONS

1.1 Account – a User's account on the Website, which is created and used to buy DIM-COINs. A User is given the access to an Account upon its successful creation through providing http://dimpay.io with all the required information. Only authorized Users have a right to buy DIMCOINs on the terms provided herein.

1.2 Agreement – these Terms and all other operating rules, policies, and procedures that may be published from time to time on the Website (including privacy policy, cookie policy etc.).

1.3 Bitcoin or BTC – a consensus network that enables a new payment system and a completely digital money; the first decentralized peer-to-peer payment network that is powered by its users with no central authority or middlemen.

1.4 Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

1.5 DIMPAY Initial Coin Offering – period of time from 4 (12:00 CET), December, 2017, to 18 (23:59 CET), December, 2017, when the User is able to buy DIMCOINs.

1.6 DIMCOINs – cryptographic digital coins, which are software products (digital resources), created by the Website Owner. DIMCOINs are not securities, and shall not be considered as such.

1.7 DEPOTWALLET – state-of-the-art blockchain wallet that permits users to buy, sell, manage and hold digital coins and assets.

1.8 User – anyone who uses the Website, with or without prior registration and authorization using the Account.

1.9 Website Owner, DIMPAY Foundation, we, us – a foundation that is registered under the laws of Singapore. In no way shall (company) be deemed a partner, employer or agent for any User or providing any financial services thereto.

2. GENERAL INFORMATION

2.1 These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a "Party" and collectively as the "Parties".

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the DIMCOINs.

2.3 By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4 These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5 The User acknowledges and accepts that:

- these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion, by updating this posting at the "Last Updated" section; the User's continued use of the Website after the amendments etc. shall constitute the User's consent hereto and acceptance hereof;
- the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.
- 2.6 By using this Website, you covenant, represent, and warrant that:
- you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
- you are aware of all the merits, risks and any restrictions associated with cryptocurrencies and Blockchain-based systems and you are solely responsible for any evaluations based on such your knowledge;
- you have necessary and relevant experience and knowledge to deal with cryptocurrencies and Blockchain-based systems, as well as have full understanding of their framework.

2.7 You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the DIMCOINs exist under the applicable law, we recommend you not to use this Website and not to buy DIMCOINs.

3. SALE OF DIMCOINs

3.1 You may purchase the DIMCOINs within the period of DIMPAY Initial Coin Offering set out herein and after on different exchanges.

3.2 During the ICO, the Website Owner is going to sell allocated DIMCOINs for 1500 BTC in BTC & /or Altcoins. The number of the DIMCOINs allowed for purchase by one User is limited to a minimum of 1 DIMCOIN and no maximum amount. The DIMCOINs will be issued in other optional ICO rounds. The DIMCOINs are XEM-based cryptocurrencies.

3.3 The DIMCOINs will provide their holders' access to the DIM Ecosystem (system, not legal entity). DIMCOINs provide holders the right to claim a free access to the DEPOT-WALLET.

3.4 Any User who wants to buy the DIMCOINs shall register an Account on the Website using real name and email address, as well as have Bitcoin (BTC) or accepted Altcoins in any wallet. You could buy the DIMCOINs only via your Account. To buy the DIM-COINs you shall send an amount of Bitcoin or Altcoins, which is equal to an amount of the DIMCOINs that you would like to receive to the Bitcoin Wallet and/or Altcoin Wallet address of which is specified in the Account.

3.5 The Website does not accept fiat currency as payment for DIMCOINs. In order to buy DIMCOINs with fiat currency, the user shall convert such funds into Bitcoin (BTC) or accepted Altcoins.

3.6 The DIMCOINs purchased hereunder may be sold and transferred by the User at any time after the ICO via cryptocurrency exchanges if the DIMCOINs are listed in any.

3.7 BY BUYING DIMCOINS HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES. **3.8** YOU ARE ONLY ALLOWED TO PURCHASE DIMCOINS IF YOU COVENANT, REPRESENT, AND WARRANT THAT YOU ARE NOT A U.S., CANADIAN OR AUSTRIAN CITIZEN OR PERMANENT RESIDENT, NOR DO YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. SHOULD THIS CHANGE AT ANY TIME, YOU SHALL IMMEDIATELY NOTIFY DIMPAY FOUNDATION. THE FOUNDATION SHALL RESERVE THE RIGHT TO REFUSE SELLING DIMCOINS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR THEIR BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE FOUNDATION MAY REFUSE SELLING DIMCOINS TO U.S. CITIZENS, PERMANENT RESIDENTS OF THE UNITED STATES AND THOSE USERS WHO DO NOT MEET ANY CRITERIA SPECIFIED IN CLAUSE 2.6.

4. RISK FACTORS

Acknowledgment and Assumption of Risks.

Buying DIMCOIN involves substantial risk of total loss and it is not suitable for every investor. The valuation of DIMCOIN may fluctuate, and as a result, participants may lose more than their original investment or the whole investment. Before deciding to participate in the DIMPAY ICO, potential participants must carefully consider their investment objectives, level of experience and risk appetite. You acknowledge and agree that there are risks associated with purchasing DIMCOINs, holding DIMCOINs , and using DIMCOINs, as disclosed in the Whitepaper. BY PURCHASING DIMCOIN, YOU EXPRESS-LY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS, including but not limited to the risks described below:

4.1 Dependence on computer infrastructure

The DIMPAY Foundation's dependence on functioning software applications, computer hardware and the Internet implies that DIMPAY Foundation can offer no assurances that a system failure would not adversely affect the use of your DIMCOINs. Despite DIMPAY Foundation's implementation of all reasonable network security measures, its processing center servers are vulnerable to computer viruses, physical or electronic break-ins or other disruptions of a similar nature. Computer viruses, break-ins or other disruptions of a similar nature, which would limit the use of the DIMCOINs.

4.2 Regulatory risks

The issue of tokens and Coins may be a new concept in some jurisdictions, which may then apply existing laws or introduce new regulations regarding these applications, and such regulations may conflict with the current DIMPAY Foundation concept. This may result in the need to make substantial modifications, including but not limited to the DIMPAY ICO termination, the loss of DIMCOINs, and the suspension or termination of all ICO's.

4.3 Force Majeure

The DIMPAY Foundation's performance may be interrupted, suspended or delayed due to force majeure circumstances. For the purposes of the White Paper, "force majeure" shall mean extraordinary events and circumstances which could not be prevented by the Foundation and shall include: acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies, other circumstances beyond the Foundation's control, which were not in existence at the time of White Paper release.

4.4 Value of DIMCOINs

Once purchased, the value of DIMCOINs may significantly fluctuate due to various reasons. The DIMPAY Foundation does not guarantee any specific value of the DIMCOIN over any specific period of time. The DIMPAY Foundation shall not be held responsible for any change in the value of DIMCOINs.

Please note that the DIMPAY Foundation project may be subject to other risks not foreseen by its team at this time.

5. USER REGISTRATION AND ACCOUNT

5.1 For the purpose of buying DIMCOINs, you will register a DEPOTWALLET account, create an individual Account including a login and a password. You warrant that all information you have provided for your Account is current, complete and accurate.
5.2 You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.
5.3 You may deactivate your registration with the DEPOTWALLET, at any time and for any reason at your discretion. We may terminate your use of the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

6. THIRD-PARTY WEBSITES AND SERVICES

6.1 The pages of the Website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by the DIMPAY Foundation. In addition, the DIMPAY Foundation does not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.
6.2 The DIMPAY Foundation assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content,

goods or services available on or through any such third-party websites and resources.

7. INDEMNIFICATION

7.1 To the extent allowable pursuant to applicable law, the DIMPAY Foundation and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees shall be indemnified by the user in cases arising out of a breach of any warranty, representation, or obligation hereunder.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

8.1 THIS WEBSITE AND THE DIMCOINS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND BUYING OF ANY AMOUNT OF THE DIMCOINS AND THEIR USE.
8.2 YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM BUYING OF THE DIMCOINS OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.3 YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RES-PONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE DIMCOINS OR BTCS. THE WEBSITE OWNER SHALL NOT PROVIDE THE USER REFUND POSSIBI-LITIES (PAYOUT LIQUIDITY) FOR PURCHASED DIMCOINS. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNER SHALL NOT GUARANTEE IN ANY WAY THAT THE DIMCOINS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE ICO.

8.4 AT ANY CASE, TOTAL AMOUNT OF OUR AGGREGATE LIABILITY HEREUNDER MAY NOT EXCEED 500 (FIVE HUNDRED) US DOLLARS. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATI-ON TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUN-TRY OF DOMICILE CONCERNING USE OF THIS WEBSITE AND USE AND BUYING OF THE DIMCOINS, AND THAT THE WEBSITE OWNER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WEBSITE AND USE AND BUYING OF THE DIMCOINS. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON DIMCOINS PURCHASED HEREUNDER. 8.5 THE WEBSITE OWNER DOES NOT WARRANT OR REPRESENT THAT ANY INFOR-MATION ON THE WEBSITE IS ACCURATE OR RELIABLE OR THAT THE WEBSITE WILL BE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the DIMCOINs and his activities generally.

9.2 In no way shall this Agreement entitle the User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the DIMPAY Foundation and is protected by the Intellectual Property Rights and fair competition laws.

9.3 There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the DIMPAY Foundation.

10. JURISDICTION AND DISPUTE RESOLUTION

10.1 All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Singapore.

10.2 To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

10.3 If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Singaporean courts under the applicable law, as set out in clause 9.1. hereof.

11. KNOW YOUR CUSTOMER (KYC)

One of the objectives of the DIMPAY Foundation is to promote a "Know Your Client" policy as a cornerstone principle for its business ethics and practices. This means that all Users or clients must provide the Foundation with information of their true identity, the nature of their business and also the intended purpose of their transactions. All DIMPAY Foundation clients and Users have an obligation to follow these KYC procedures which are mandatory in order to prevent the DIMPAY Foundation from being exposed to Money Laundering.

12. MISCELLANEOUS

12.1 Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

12.2 Assignment. The DIMPAY Foundation may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the DIMPAY Foundation, which the DIMPAY Foundation may withhold at its sole discretion, shall be void.

12.3 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

12.4 The User may send any questions regarding the use of the Website, of the DIMCOINs or regarding this Agreement via e-mail to info@dimcoin.io.