

ONINO Terms and Conditions of Products and Services

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Updated 20 January 2022.

You must read and understand these terms, by purchasing any Products and Services from ONINO you agree to adhere to these Terms and Conditions of Products and Services and the ONINO policies.

RISK WARNINGS	
Capital Risk	Capital at risk. Please seek independent professional advice before purchasing any Products and Services.
Volatility Risk	Cryptocurrency carries inherent unpredictable market volatility risks which means that values may fluctuate unexpectedly and erratically.
Commitment	You must understand what Products and Services you are purchasing before making any commitment to purchase or be involved with any ONINO Products and Services.

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ONINO Terms and Conditions of Products

1. The Terms

- 1.1 Coverage. These are the Terms and Conditions of Products and Services (including Schedule 1 – farming and staking) on which ONINO may supply Products and Services to you, which may include: goods, Services, digital content, digital products, digital Services and tokens, crypto, code, platforms (including farming, staking and pools) or any other (“Products and Services”).
- 1.2 Must read and understand. Please read these terms carefully before you submit an order or purchase any products. These terms tell you who ONINO are, how ONINO will provide products to you, what to do if there is a problem and other important information and should be read in conjunction with our Privacy policy, Cookies policy and website Terms and Conditions which can be found on the ONINO website. You should also seek independent advice from professionals before any involvement with any Products and Services provided by ONINO.
- 1.3 Overview and risk warning. Cryptocurrency carries inherent risks which may make it susceptible to value and valuation fluctuations and financial risks. You must understand what Products and Services you are purchasing before making any commitment to purchase or be involved with any ONINO Products and Services.
- 1.4 Capital at risk. The value of investments, Products and Services can fall as well as rise and are not guaranteed. Investors may not get back the amount (or any amount) they originally purchased the investments, Products and Services for. Past performance is not an indicator and does not guarantee current or future results.

2. Information on how to contact ONINO

- 2.1 Contact ONINO. You can contact ONINO at the general ONINO email address: team@onino.io. Please ensure that you provide detail and are specific regarding your query.
- 2.2 "Writing" includes emails. When ONINO use the words "writing" or "written" in these terms and conditions, this includes emails.

3. Agreement

- 3.1 Order acceptance. ONINO’s acceptance of your order will take place when you place an order to purchase our Products, subject to these Terms and Conditions and specifically clause 3.2 below.
- 3.2 Inability to accept requests. ONINO may not be to accept your request for Products or Services and reserves the exclusive right not to accept or fulfil any request for Products or Services and is under no obligation to provide a rationale to justify any inability to accept a request or fulfil a request for Products or Services.

- 3.3 Right to access ONINO website. The ONINO website and any exchange or third party that promotes or supplies ONINO Products and Services is only to be accessed by users in geographical regions and jurisdictions that do not ban such access.
- 3.4 Right to purchase ONINO Products and Services. The ONINO website and any exchange or third party that promotes or supplies our Products and Services is only to be used to purchase Products and Services that are not banned, illegal or otherwise. And no user, consumer or customer should purchase any products and Services under any circumstances where the Products and Services (in whatever form) are banned, illegal or otherwise in the geographical region or jurisdiction in which they are accessing the website and any exchange or third party.

4. Products

- 4.1 Product Variation. ONINO have made every effort to display the Products and Services accurately, however, Products and Services, specifications, values and quantities may vary from time-to-time as the ONINO team believe is required to contribute to the integrity, stability and growth of ONINO.

5. Purchase

Once a Product is bought either from ONINO directly, through a supplier or exchange (of which supplier and/or exchange terms may apply accordingly), there is no right to make changes, modify the order, refund or return. You agree that by purchasing any Product from ONINO or otherwise, you have fully read and accepted these terms and conditions and read, understood and agreed to all available ONINO policies. If you do not understand any part of these terms and conditions or any of the ONINO policies, you must not make a purchase by any means or method of any ONINO Products.

6. ONINO right to make changes

Changes. ONINO reserve the full right to make commercially reasonable changes to the strategy, policies, profile, litepaper, whitepaper, development, Products, Services, content, website, sales or offering geographies or otherwise. In all circumstances this will be at the discretion of the ONINO team in the pursuit of adhering to legal and regulatory changes, sustainability, commerciality, longevity and growth opportunities and prospects of ONINO. Furthermore, ONINO reserve the right to make minor commercially and operationally reasonable technical adjustments and improvements, for example to address a security threats.

- 6.1 ONINO are not responsible for delays. If our supply of A Products or service is delayed by an event outside our control then ONINO will make a public announcement on our website. ONINO will bear no responsibility or liability as a result of anything that causes delay that is outside our control or not reasonably within our control.
- 6.2 Inaccurate information. ONINO may need certain information from you so that ONINO can supply the Products and Services to you. If ONINO require any information, ONINO will

contact you by the email address you may have provided and request the information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, ONINO not be able to provide Products and Services or may cease to do so without any consequence or liability.

- 6.3 ONINO may suspend the supply of Products and Services. ONINO may have to suspend the supply of a product to you without any consequence or liability to ONINO if ONINO needs to or decides to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update, discontinue or amend the Products and Services to reflect changes (or potential changes) in relevant laws and regulatory requirements;
 - (c) make changes to the Products and Services as notified by us to you.

7. Price and payment

- 7.1 Where to find the price for the product. The price of the Product and Services will be the price indicated when purchasing the Products and Services either directly through the ONINO website or on an exchange or through a third party.
- 7.2 ONINO will pass on changes in the rate of VAT. If the rate VAT is due at any point, ONINO will indicate that it is required and apply it on top of the purchase price of any Products and Services.

8. Limitation of liability

- 8.1 To the extent permitted by law and in accordance with our policies:
- (a) ONINO shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the purchase price/amount of the Products and Services.

9. How ONINO may use your information

- 9.1 How ONINO will use your information. ONINO will only use your information as set out in our Privacy policy.

10. General

Limitations of Liability. Although ONINO has attempted to provide accurate information, ONINO assume no responsibility for the accuracy or reliability of any information or data on the website, platform or any linked or associated third-party site.

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YOU AGREE TO INDEMNIFY ONINO FOR ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY ONINO, INCLUDING WITHOUT LIMITATION LEGAL FEES, ARISING FROM ANY BREACH BY YOU OF ANY WARRANTY OR OTHER TERM HEREIN OR YOUR MISUSE OF ANY MATERIAL OR INFORMATION OBTAINED THROUGH THE SITE. YOU FURTHER UNDERTAKE TO INDEMNIFY ONINO FOR ALL LOSS OR DAMAGE INCURRED BY ONINO IN RELATION TO ANY THIRD-PARTY CLAIM AGAINST ONI FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING IN RELATION TO YOUR PROVISION OF MATERIALS TO THE SITE.

ONINO DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS OR USAGE FROM USE OF THE SITE, PRODUCTS AND SERVICES OR ANY RELATED PRODUCTS AND SERVICES OR CONTENT.

- 10.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.3 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1 – Farming and Staking

Before using the farming and staking function on the ONINO platform, please ensure that you fully understand how the process works. If you select to lock your ONI tokens for Staking Rewards, you will not be able to unlock, access, redeem, trade or otherwise until the entire Vesting Period expires.

1.1 Overview

Users who hold ONINO tokens (“ONI”) may deposit their ONI tokens into the ONINO farm. The deposit periods (“Vesting Periods”) are fixed at 1 calendar month, 3 calendar months and 12 calendar months from the date which a user deposits their ONI tokens into the farm.

1.2 Vesting Periods

- 1.2.1 Vesting Periods are periods where the ONI tokens are completely locked and a user cannot withdraw their ONI tokens until the Vesting Period has expired. It is the user’s responsibility to ensure that they understand and agree to their ONI tokens being locked for the defined period prior to Vesting (locking) their ONI tokens into the farm.
- 1.2.2 Once a user agrees to lock their ONI tokens into a specific (or multiple) Vesting Periods, they will not be able to release their ONI tokens until that period has expired.
- 1.2.3 There is no exception to the Vesting Periods, once the user agrees to lock their ONI token(s) into a Vesting Period it cannot be revoked, reduced or modified.

1.3 Rewards

- 1.3.1 In return for depositing ONI tokens into the farm a user will be entitled to receive rewards (“Staking Rewards”) on their locked ONI tokens. These will vary depending on the Vesting Period(s) chosen and all users must ensure they understand the Staking Rewards prior to locking their ONI tokens into a Vesting Period.
- 1.3.2 Staking Rewards are fixed at the amount displayed during the Vesting Period signing up and depositing processes and cannot be modified, increased or reduced under any circumstances.
- 1.3.3 Users may receive their Staking Rewards once the ONI tokens in the farm have generated Rewards, this can be withdrawn by the user (“Harvesting”) at any time and for any or all of the Reward amount. For the avoidance of doubt, it is important that the user understand that they may only Harvest the Reward amount and not the original ONI tokens that are locked away in a Vesting Period.

1.4 Harvesting

- 1.4.1 Harvesting the Staking Rewards will not impact the Vesting Period, but it will reduce the Staking Reward counter by the amount Harvested by the user. By way of example, if the user has earned Staking Rewards of three ONI tokens and decides to Harvest one of the ONI tokens, the remaining Reward counter will be reduced to two ONI tokens.

1.5 Increasing Vested ONI tokens

- 1.5.1 Increasing the amount of Vested ONI tokens will increase the Vesting Period. Each time a user adds ONI tokens to the farm (specifically their Vesting Period), the Vesting Period will reset, and the Vesting Period starts from the beginning. By way of example, if a user deposits 100 ONI tokens in the farm for a 3 calendar month Vesting Period and decides to stake more ONI tokens during the 3 calendar month Vesting Period, the Vesting Period of 3 calendar months will reset and the ONI tokens will be locked for a further 3 calendar months from the date the user stakes the additional ONI tokens.

Working example:

1. A user stakes 100 ONI tokens for a 3 calendar month Vesting Period on 1st April 2022. On 1st April 2022, the ONI tokens will be locked until 01st July 2022 (3 calendar month Vesting Period) at which point it will expire and the ONI tokens are unlocked.
2. During this Vesting Period, the user generates ONI token rewards (Staking Rewards) and on 13th May 2022 (week 6) of the Vesting Period, the user decides to stake 1 additional ONI token in the 3 calendar month Vesting Period which began on 1st April 2022.
3. On 13th May 2022 the user stakes the additional 1 ONI token in the 3 calendar month Vesting Period. At this point, the 3 calendar month Vesting Period automatically begins again and the new Vesting Period for the 101 ONI tokens will expire and the ONI tokens will be unlocked on the new expiry date of 13th August 2022.