#### GENERAL TERMS AND CONDITIONS OF USE

# Effective as of 13.08.2018

Please, read these *General Terms and Conditions of use* carefully before acquiring REINNO Tokens and using the REINNO Tokens Investment Service. By utilizing the website located at <u>https://www.REINNO.io</u> ("website"), products and services offered you acknowledge that you have read these *General Terms and Conditions of use*, understood them and had an opportunity to seek an independent financial and/or legal advice prior to agreeing to them and that you agree to be bound by them.

At any point, if you do not agree to any portion of these *General Terms and Conditions of use*, you should not proceed to use the Website or purchase REINNO Tokens and use the REINNO service.

**These** *General Terms and Conditions of use* **constitute a legally binding Agreement between the** <u>User</u> accessing the Website, acquiring REINNO Tokens and using the REINNO service on the one hand **and** <u>REINNO</u>, a private limited company, duly registered and validly existing under the laws of the United States of America, ("Company") on the other hand.

For the purposes of distributing REINNO Tokens and performing the REINNO Tokens Investment Service, the Company has been duly authorized by the Financial Intelligence Unit, an independent unit of the Police and Border Guard Board in Estonia, for operating in the following areas of activity:

- Providing services of exchanging a virtual currency against a fiat currency (Operational License expected to be issued in September 2018);
- Providing a virtual currency wallet service (Operational License expected to be issued in September 2018).

The Company is not a financial institution and does not provide licensed financial services.

If you do not agree to all of these *General terms and Conditions of use*, you are not an authorized user for the REINNO service and you should not use this Website nor acquire REINNO Tokens.

Acquiring of REINNO Tokens is voluntary. No person will be deemed as committed or obliged to purchase REINNO Tokens as a result of visiting the Website, requesting or reading any materials made available on the Website.

Company reserves the right to terminate your access to the Website for any reason, including but not limited to breaches of these *General terms and Conditions of use*, on its sole and absolute discretion.

#### Acquiring of REINNO Tokens, usage of the REINNO service and Website constitutes a violation of our

General terms and Conditions of use where such activities are prohibited by applicable law. These General terms and Conditions of use have not been and will not be submitted to, registered with, reviewed or verified by any regulatory authority in any jurisdiction.

# I. DEFINITIONS

The following terminology applies to these *General terms and Conditions of use* and to any and all other agreements between you and us:

In these General terms and Conditions of use, the following terms shall have the meaning specified below:

- 1. "**Company**", "**REINNO**", "**Ourselves**", "**We**," and "**Us**" collectively refer to the corporate entity **REINNO LLC**, and to its owners, operators, employees, directors, officers, agents and any or all of its affiliates.
- 2. "Client," "Customer," "User," "You," and "Your" refer to you, a natural person purchasing REINNO Tokens, using the REINNO service, accessing the Website and accepting these *General terms and Conditions of use*.
- 3. "Agreement" means the *General terms and Conditions of use* that are legally in force.
- 4. "Party" refers to either You or Us.
- 5. "**Information Provider**" is any company or person who directly or indirectly provides us and/or the User with information. Such information could include overall market data, quotations from exchanges, markets, dealers, etc.
- 6. "Website" is the Website on the Internet at web address: <u>https://reinno.io</u>.
- 7. "REINNO Token" is a decentralized investment mechanism/instrument that essentially represents a diversified basket of 10 /ten/ cryptocurrencies which have been selected based on their relative liquidity and well-established market footprint. The REINNO token is an *ERC\_20 Standard* implementation on the *Ethereum blockchain* designed to function as a comprehensive solution for investors looking to gain a wider exposure to the cryptocurrency markets.

- 8. **"REINNO Token Price Calculating Bot"** is a proprietary software program which is responsible for setting the price of the REINNO Token, as well as tracking the REINNO Token transfers and buy/sell orders of the underlying cryptocurrency portfolio.
- 9. "**REINNO service / REINNO Token Asset Management**" means the revision and management of the REINNO Token/s portfolio by the investment experts of the Company in order for the REINNO token's value to be increased and respectively investors` returns to be maximized.
- 10. **"Portfolio"** means particular 10 cryptocurrencies characterized by high liquidity, availability and a significant potential for future value appreciation and their ratio over a certain period of time associated to a certain REINNO Token.
- 11. "Service" means the REINNO service.
- 12. **"Blockchain"** means a distributed database that maintains a continuously-growing list of records called blocks in an open ledger, providing a transparent and reliable basis for automated contracting and transfers resulting from real-time activity.
- 13. "Ethereum", "ETH" all refer to an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- 14. **"ERC\_20 Standard"** is a technical standard used for Smart contracts on the Ethereum blockchain for implementing REINNO Tokens.
- 15. "**Smart contract**" ("Smart contract system") means self-executing contractual states, stored on the Ethereum blockchain, which nobody controls and therefore everyone can trust. Smart Contracts enable a wide range of applications across businesses without the need of legal interpretation or enforcement, therefore, providing a high level of decentralization and efficiency to contractual relationships.
- 16. **"Virtual Currency"** means a value represented in the digital form (Digital Asset), which is digitally transferable, preservable or tradable and which natural persons accept as a payment instrument, but that is not the legal tender of any country or funds for the purposes of Article 4 (25) of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market.
- 17. "Funds" means banknotes and coins, scriptural money or electronic money as defined in Directive (EU) 2015/2366.
- 18. **"Virtual Wallet", "Digital wallet"** all refer to a software program on the Blockchain which stores the REINNO Tokens, facilitates sending and receiving of REINNO Tokens, and grants ownership of the wallet balance to the User.
- 19. **"Transfer"** means a transaction of value of REINNO Token, the details of which are recorded in blocks on the Ethereum blockchain, and the same are broadcast to the entire Ethereum network after sufficient verification.
- 20. "Terms" means these General Terms and Conditions of Use.
- 21. **"Whitepaper"** is an informational document issued by the Company and highlighting the main features of REINNO Tokens and the REINNO service, available for download at https://www.REINNO.io/REINNO-Whitepaper.pdf.
- 22. "Applicable Law(s)" in relation to a party shall include all and any statutes and subordinate legislation and common law, regulations, ordinances and by-laws, directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization.

# **II. ELIGIBILITY AND PROHIBITION OF USING OUR SERVICES**

1. By acquiring REINNO Tokens and using the REINNO service, you (a "User") are agreeing to be legally bound by these *Terms*. If any term is unacceptable to you, please do not visit, access or use <u>https://REINNO.io</u>.

2. By visiting, accessing or using <u>https://REINNO.io</u> and/or acquiring REINNO Tokens and using the REINNO service, you warrant and guarantee that you:

- are at least eighteen (18) years old;
- have the legal capacity to accept these Terms and to agree to be bound by them in their entirety;
- have full capacity to contract under applicable law;
- would only transact with legally-obtained assets that belong to you;

- would not perform, undertake, engage in, aid, or abet any unlawful activity through your relationship with us or through your use of the Website, and, that You shall comply with and obey all applicable laws.

3. A user shall not use the Website, acquire REINNO Tokens and use the REINNO Tokens Investment Service, if he/she is:

3.1. A citizen, resident, tax resident or green card holder of the **United States of America** [including all USA territories] or **Singapore**.

3.2. A citizen, resident, tax resident or green card holder of any other jurisdiction where acquiring REINNO Tokens and using REINNO Tokens Investment Service is or may be prohibited by applicable national law;

4. By accessing and using the Website and its service, You acknowledge and declare that you are not on any trade or economic sanctions lists, such as the **United Nations Security Council Sanctions List** and its equivalent. We maintain the right to select the markets and jurisdictions on which to operate and may restrict or deny the Service to certain countries. The content of these *Terms* shall not be excluded from the laws of the country under which the user belongs.

5. Also, We may not make all of the Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Service from Restricted Locations. As a result, if You do not meet these eligibility requirements, do not use Our service.

6. We adhere to European and national law regarding AML/CFT, i.e., regulations on counteracting money laundering and financing of terrorist organizations, in particular the Directive 2015/849 of the European Parliament and of the Council (EU) 2015/849 of 20 May 2015 on the prevention of the use of the financial system for money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council and repealing a Directive of the European Parliament and Council 2005/60 / EC and Commission Directive 2006/70/EC.

# All users must go through full KYC/AML procedures via our onboarding process. We reserve the right to reject any user who does not meet our KYC/AML standards.

# III. PRIVACY POLICY

Your access to and use of the Service is also subject to our *Privacy Policy* located at <u>https://www.REINNO.io/Privacy-Policy.pdf</u>, terms and conditions of which are incorporated herein by reference.

#### **IV. CREATING AN ACCOUNT**

1. In order to use the Services on the Website, You must first register by providing your name, e-mail, password and Ethereum Virtual Wallet address, along with affirming these *Terms*. You agree to not enable anyone to use or direct your account, and to update Us of any information change or if your account has been compromised. You are responsible for keeping, protecting and safeguarding any credentials and login information (collectively "Passwords") that have been provided to you or that are generated in connection with your use of the Service. If you lose your Passwords, you may not be able to access your account. You agree to notify Us immediately of any unauthorized use of your Passwords. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your Passwords.

2. Once the user is registered and becomes a user of the Website, he/she is responsible for all activities and events with this username and password after entering the system, and bears all of the legal liability directly or indirectly caused by the behavior of the said username.

3. Users who have lost their Passwords can reset it after being verified through their registered email addresses. You shall immediately report to Us if you identify any unauthorized operations or security breaches.

# V. USER IDENTITY VERIFICATION

1. With registration of an account on the Website, You agree to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the Website platform. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit Us to keep a record of such information for the time that respective legislation requires. You also authorize Us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or Us against crimes such as fraud.

2. The Identity Verification information We request may include, but is not limited to, your: **First name and surname; Date of birth; Email address; Nationality; Registered address; Mobile telephone number; Identification document and all data from the identification document; Type of identification document; Issue date; ID number; Issuing authority.** In providing this required information, You confirm that it is accurate and authentic. Post-registration, you must guarantee that the information is truthful and complete and that you shall update in a timely manner with any changes.

3. If there is any reasonable doubt that any information provided by You is wrong, untruthful, outdated or incomplete, We shall have the right to send You a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of the REINNO service to You. You shall be solely and fully responsible for any loss or expenses incurred during the use of service if You cannot be reached through the contact information provided. You hereby acknowledge and agree that You have the obligation to keep all information you have provided up to date if there are any changes.

#### VI. ACCOUNT AND SYSTEM SECURITY

1. REINNO has implemented high industry security standards to protect our Website platform. We use commercially reasonable efforts to provide Users with a reliable and secure service. From time to time, interruptions, errors or other deficiencies in service may occur due to a variety of factors, some of which are outside our control. Moreover, there are account-level risks that are created by individual User actions. We request that You understand the need to independently take safety precautions to protect Your own account and personal information.

2. You shall be solely responsible for the safekeeping of your Website account and password, and You shall be responsible for all activities under Your log-in email, Website account and password (including but not limited to information disclosure, information posting, consent to or submission to various rules and agreements by clicking on the website, online agreement renewal, etc.).

3. You hereby agree that:

3.1. You will notify Us immediately if You are aware of any unauthorized use of Your Website account and password by any person or any other violations to the security rules.

3.2. You will strictly observe the security, authentication, dealing, charging mechanism or procedures of the Website.

3.3. You will log out from the Website by taking proper steps at the end of every visit.

We will not be responsible for any loss or consequences caused by Your failure to comply with the above Account Security provision.

4. In no event shall We, or our employees, directors, officers, employees and affiliates, be liable to you or others for any damages, direct, indirect, consequential or special, including, without limitation, all losses, costs, expenses, loss of profits, loss of business revenue or failure to realize expected savings arising from or out of the existence, furnishing, or functioning of the Website, or any act or omission in connection with Your accession to the Website.

5. We may modify any or all of the Website without notice. Part of or all of the Website may periodically be unavailable during planned or unplanned downtime. You acknowledge and agree that We are not liable or responsible to You for any inconvenience, losses or damage to You as a result of such downtime.

It is strongly recommended that you do not access the Website from an unsecured or public computer and/or network.

# VII. DESCRIPTION OF THE SERVICE

1. The Website offers Users the ability to acquire REINNO Tokens and to use the REINNO service on its platform. REINNO Tokens' initial price has been set at 0.30 USD.

2. There is minimum purchase amount of 200. REINNO Tokens for each User. The maximum purchase amount is not limited.

3. Each User shall be responsible for keeping his/her Virtual Wallets intact and secure at any time. We shall not be held liable for the Virtual Wallets of any User being hacked, stolen or lost, in which case the delivery of purchased REINNO Tokens could fail, become impossible or be sent in error.

4. Simultaneously with the acquisition of the REINNO Tokens, the User gives his/her irrevocable and unambiguous consent for managing of the REINNO Token/s portfolio by the experts of the Company on their own discretion. The rights of the User over a particular portfolio derives from acquiring defined REINNO Token/s.

5. The management of the REINNO Token/s portfolio may include but is not limited to:

- 5.1. Changing the ratio of the different cryptocurrency.
- 5.2. Replacing one or more cryptocurrency from the initial portfolio with others.

Detailed information concerning the REINNO service is also subject to our *Whitepaper* located at <u>ttps://www.REINNO.io/REINNO-Whitepaper.pdf</u>, the Service description of which is incorporated herein by reference.

# VIII. FEES

The Company reserves the rights to levy service fees on Users who use the Website service. It is in Our discretion to adjust the service fees charged to Users of the Service.

Every time the Company issues or repurchases an REINNO Token, a 3% commission will be applied to the underlying price of the REINNO Token.

#### **IX. ACCURACY OF INFORMATION**

1. While We strive to provide You with accurate information, We cannot guarantee that any information on the Website will always be accurate. As a result, we are not liable to You, any other person or any institution for the accuracy, completeness, timeliness or correct order of that information. We are not liable to You, any other person or any institution for:

- Any changes or updates to these *Terms*, with or without notice;

- Any decision you make or action you take by relying on any of the information on the Website;
- Any transaction You initiate or attempt that is not completed;
- Any transaction that is completed;
- The price at which You buy or sell REINNO Tokens;
- Any law, rule, regulation, action, enforcement or order in your jurisdiction that makes the use, ownership, purchase or sale of REINNO Tokens illegal or impermissible;
- Any failure set forth in these *Terms*.

2. You acknowledge that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for You, and that We do not give you any advice or recommendations regarding the REINNO Tokens, including the suitability and appropriateness of, and investment strategies related to REINNO Tokens.

# X. RISK DISCLOSURES

1. Trading of Virtual Currencies (Digital Assets) involves significant risk. The risk of loss in trading or holding digital assets can be substantial. You should therefore carefully consider whether trading in digital assets or any levered or derivative digital assets is suitable for you in light of your financial condition and risk tolerance. Prices of the Virtual Currencies can and do fluctuate at any given moment. Due to such price fluctuations, you may increase or reduce the value of your assets at any given moment. Any digital asset or trading position may be subject to large swings in value and may even become worthless.

2. The User of the Website service shall bear any losses resulting from the User or User's transaction instruction errors (including but not limited to price, quantity and other factors).

3. Acquiring and trading REINNO Tokens carries a high level of risk, and may not be suitable for you. You should be aware that you may sustain a total loss of the funds. When participating in acquiring REINNO Tokens, please consider the following risks:

- The risk of loss in acquiring REINNO Tokens may be substantial and losses may occur over a short period of time;
- The price and liquidity of REINNO Tokens may be subject to large fluctuations in the future;
- Legislative and regulatory changes or actions in your local jurisdiction or at the international level may adversely affect the use, transfer, exchange and value of REINNO Tokens;
- In your jurisdiction, the Company may not be regulated as a financial institution, any REINNO Tokens deposits in your personal Wallet account may not be considered deposits under the laws, rules or regulations applicable in your jurisdiction and may not be subject to applicable deposit insurance protection;
- REINNO Tokens are not a legal tender, are not backed by any government, transactions may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Some REINNO Tokens transactions shall be deemed made when recorded on a public ledger, which is not necessarily the date or time when You have initiated the transaction.

4. Some other possible risks could be: Risk of losing access to REINNO Tokens due to loss of private keys; Risks associated with user credentials; Risk of unfavorable regulatory or legal action in one or more jurisdictions; Further it is possible that regulatory bodies in one or more jurisdictions may seek to censor content available on the Website platform or restrict access to the Website for an extended period of time or indefinitely, which may adversely affect the REINNO Tokens; Risk that REINNO Tokens will not meet the expectations of the token holders; Risk of theft and hacking; Risk of security weaknesses; Risk of weaknesses or exploitable breakthroughs in the field of cryptography; Risk of a significant volatility related to Virtual Currencies; Risk related to exchanges resulting in an illiquid market for REINNO Tokens; Risk of uninsured losses; Risk of taxation.

5. The use of electronic systems and communication networks to facilitate trades exposes You to risks, including the failure of hardware and software, network outage or connection failures. You acknowledge that We shall not be responsible for any services

Given the possibility of losing Your entire investment, speculation in cryptocurrency exchange markets should only be conducted with capital funds that if lost will not significantly affect your financial wellbeing.

You acknowledge and agree to use the Website, acquire REINNO Tokens and use the REINNO service at your own risk. The points noted above apply to all users. However, this brief statement does not disclose all of the risks associated with acquiring of REINNO Tokens. You should, therefore, carefully consider whether REINNO Tokens acquisition is suitable for you in light of your circumstances and financial resources. Please carefully consider your objectives, level of experience, and risk appetite before using the Website.

# XI. USER`S WARRANTIES

1. To acquire REINNO Tokens and use the REINNO service each User shall represent and warrant to us and to our affiliates that all the information submitted by the User to the Company is true, complete, valid and non-misleading.

2. The User understands blockchain, distributed ledger technology and cryptocurrencies and is fully aware of the risks associated with REINNO Tokens.

3. The User's acquiring of REINNO Tokens is voluntary and based on its own independent judgment without being coerced, solicited or misled by anyone else.

4. The User is permitted by the laws of his jurisdiction to acquire REINNO Tokens and is legally permitted to acquire, receive, hold and sell tokens.

5. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any state or local governmental authority is required on his/her part in connection with acquiring REINNO Tokens.

6. The User is experienced in and capable of maintaining and safekeeping the private key of the sending address out of which he/she makes any payment for purchasing REINNO Tokens.

7. The User does not contemplate to use REINNO Tokens for any speculative, illegal or non-ethical purpose and the User is not acting as a nominee or agent for or on behalf of any third party.

8. All the above representations and warranties made by a User shall be true, complete, accurate and non-misleading on and from the date of that User making any purchase of REINNO Tokens and onwards.

#### XII. LIABILITY AND LIMITATION OF LIABILITY

1. The User shall be responsible for all actions taken after logging in with the login and password.

2. The User shall use the Service at his/her own risk, which shall not exclude or limit the responsibility of the Company related to the provision of the Service, to the extent that responsibility cannot be excluded or limited by law.

3. The Company shall be liable to the User for non-performance or improper performance of the Service to the extent resulting from applicable laws and regulations, unless the non-performance or improper performance of the Service is a consequence of circumstances for which it is not liable under the law.

4. The Company shall not be responsible for the consequences of non-performance or improper performance of the obligations undertaken by other Users towards the User.

5. The company shall not be responsible for:

5.1. Deletion of data entered by the User into the Company's data communication system by data communication systems beyond the control of the Company.

5.2. Consequences of providing third parties with the login and the password by the User.

5.3. Effects of transfers conducted on the User's Account, if they were ordered or made while observing the procedure for logging in to the Account with the User's login and password.

5.4. Incorrect entering by the User of data for payment or withdrawal of cryptocurrency.

5.5. Financial losses incurred by the User resulting from the inability to make transactions via the Website or his/her Virtual Wallet during any Service interruption due to technical maintenance.

5.6. Technical problems or limitations, including the speed of data transmission of computer hardware, terminal equipment, data communication systems and telecommunications infrastructure used by the User, which prevent the User from using the Website.

6. The limitation of liability shall apply taking into account the rights of the User arising from consumer laws.

7. The Company, its affiliates and respective officers, employees or agents shall not be liable to You or anyone else for any damages of any kind in regard to the Website and the REINNO Tokens, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the Website and REINNO Tokens).

8. Neither the Company, nor any of Our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:

8.1. Your inability to use the Website or REINNO Tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this Agreement, including as a result of system failures or other interruptions;

8.2. Any expenditures or commitments by you in connection with this Agreement or Your use of or access to the Website and acquiring REINNO Tokens.

8.3. Any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with the Website and REINNO Tokens.

9. The Company and/or its suppliers may make improvements and/or changes to the Website at any time. The Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website and REINNO Tokens, information, software, products, services and related graphics contained on the Website for any purpose.

10. Nothing in these *Terms* is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified. Any representation, warranty, condition or undertaking which (but for this clause) would be implied in this document by law, is excluded to the fullest extent permitted by law.

11. Notwithstanding any other provision of these *Terms* and to the fullest extent permitted by law, the Company will not be liable to You for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by You as a result of any act or omission whatsoever of the Company, its officers, employees, agents or sub-contractors.

12. If You have any liability to the Company under these *Terms*, then the Company may set-off that liability against any liability it has to You.

13. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of the Company, REINNO Tokens, Smart Contracts and/or the REINNO service and the underlying blockchain system liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use REINNO Tokens or the underlying blockchain system under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Company or the blockchain system shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to acquire, sell or use REINNO Tokens and to use the underlying blockchain system.

14. The User further specifically acknowledges that developers, auditors, contractors or founders of the Company, REINNO Tokens, Smart Contracts and/or the REINNO service are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties and that the risk of acquiring, holding and using REINNO Tokens is entirely with the User.

15. By acquiring, selling or holding REINNO Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders of the company) liable for any regulatory implications or liability associated with or arising from the acquiring or ownership of REINNO Tokens or any other action related to REINNO Tokens.

16. The Company does not guarantee the permanent and uninterruptible operation of the Website or REINNO Tokens and does not take any responsibility for direct, indirect, accidental, special, circumstantial or punitive damages, including but not limited to the losses in the form of lost profit for the mistakes and/or technical issues in operation of the Website or REINNO Tokens, or restriction of the access to the Website on the territory of any jurisdiction.

17. The Company and its affiliates will not be liable for any delay or failure to perform any obligation under these *Terms* where the delay or failure results from any cause beyond our reasonable control, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, hacker attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain

# XIII. DISCLAIMERS

1. We do not provide investment advice, tax advice, legal advice, or other professional advice, nor make any recommendations by the Company, its officers, directors, managers, employees, agents, advisors or consultants, or any other person to any potential User of the Website on the merits of participation in REINNO Token acquisition and Usage of the REINNO Token Investment Service. Participation in such an acquisition entails significant risks that could result in a loss of all or a significant percentage of the committed capital. If potential Users do not completely appreciate the risks that the REINNO Token poses, they should not take part in it.

2. Before engaging in any trading or investment activity, You should seek professional investment advice.

3. The Website service is provided to you on a strictly "as is", "where is" and "where available" basis.

4. In the Website, We may incorporate data from third parties which We presented and reproduced here to the best knowledge and ability of the Company. Therefore, The Company, its officers, directors, managers, employees, agents, advisors or consultants, or

any other person makes no guarantees regarding the legitimacy and exhaustiveness of the information presented herein. The Company cannot be held liable for any misinformation or User behavior that may result from relying on the content of this Website.

5. These *Terms* do not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities issued by the Company. Acquisition of REINNO Tokens does not present an exchange of cryptocurrencies for any form of ordinary shares or securities issued by the Company. Any such offer or solicitation will be made only by means that are in compliance with applicable securities and other laws.

6. The REINNO Tokens do not grant its holder ownership or equity in the Company or the right to participate in the control, direction or decision-making of the Company.

7. No regulatory authority has examined or approved any of the information set forth in this Website. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. REINNO Tokens may be impacted by regulatory action, including potential restrictions on the ownership, use, or possession of such tokens. Regulators or other authorities may demand that the Company revises the mechanics and functionality of its tokens and that Our proposed operating model must comply with regulatory requirements or other governmental or business obligations.

8. We shall not be liable to a User or anyone else for any loss or injury resulting directly or indirectly from Your use of the Website and the REINNO service, acquisition or transfer REINNO Tokens, including any loss caused in whole or in part by any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including, but not limited to, those arising from the negligence of the Company or contingencies beyond their control in procuring, compiling, interpreting, computing, reporting, or delivering REINNO Tokens or the information therein.

9. In no event shall We, or our employees, directors, officers and affiliates, be liable to You or others for any damages, direct, indirect, consequential or special, including, without limitation, all losses, costs, expenses, loss of profits, loss of business revenue or failure to realize expected savings arising from or out of the existence, furnishing, or functioning of the Website, or any act or omission in connection with Your accessing the Website.

10. We are not liable by reason of acting or failing to act due to an error in any acquiring request actually received by Us, or not being received by us. We are not responsible for any losses, damages or personal injury that any person suffers as a result of a User accessing the Website.

11. We expressly disclaim any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:

- Reliance on any information contained in these *Terms*;
- Any error, omission or inaccuracy in any such information;
- Any action resulting therefrom;
- Acquisition of REINNO Tokens and usage of REINNO service, available through the Website.

12. REINNO Tokens do not originate and do not provide any rights for participation in property, joint stock or authorized capital of any associations, partnerships, companionships or any other forms of legal entities of whatever jurisdiction. REINNO Tokens do not provide their holders with any additional rights in material, as well as non-material nature, except for those rights that are stipulated in these *Terms*.

13. It is the User's responsibility to affirm and understand the terms of the REINNO service before making any investment decisions. Subject to these *Terms*, any invitations to purchase REINNO Tokens shall not be in any event construed as an investment advice.

14. The Users bear full responsibility for timely and correct calculation and payment of all taxes due in accordance with the legislation applicable to the Users. We are not a tax agent of the User, nor do We advise the User on the order of calculation and/or the payment of taxes.

15. We may modify any or all of the Website without notice. Part of or all of Website may periodically be unavailable during planned or unplanned downtime. You acknowledge and agree that We are not liable or responsible to You for any inconvenience, losses or damage to You as a result of such downtime.

16. In case We are required to amend any of REINNO Token' functionalities in order to comply with any legal or regulatory obligations, these *Terms* shall be updated, and an explicit notice will be published in case any changes are to be made/ have already been made to the REINNO Token functionality.

17. In case the REINNO Token is required to be licensed and/or approved by certain authorities, or that the functionality of the REINNO Token is required to be amended, We cannot guarantee the timeframe of complying with such jurisdiction or at all, meaning that REINNO Tokens may, at times or in general, be unavailable on certain markets.

18. In no event shall We be liable to You or anyone else for any decision made or action taken by You in reliance on, or in connection with your use of the Website or the acquisition of REINNO Tokens.

19. In no event shall We be liable to You, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind even if We have been advised of the possibility thereof.

#### XIV. INDEMNITY

1. To the full extent permissible by applicable law:

1.1. The Company makes no, and hereby disclaims all, representations or warranties of any kind, express or implied, as to the availability, operation and use of the Website, including but not limited to warranties of performance, functionality, merchantability, fitness for a particular purpose, title, non-infringement, and implied warranties arising from course of dealing or course of performance.

1.2. You release and indemnify the Company in respect of any Claim or Loss which may arise in consequence of Your use of the Website or the REINNO Tokens, including in consequence of any breach of these *Terms* by You.

- 2. The above indemnity:
  - 2.1. Extends to Claims incurred or suffered by Company's officers, employees, agents or sub-contractors.

2.2. Extends to and includes all Losses incurred in defending and/or settling any Claims, including legal costs on a full indemnity basis.

3. You will defend, indemnify, and hold harmless the Company, its affiliates and licensors, and each of its respective employees, officers, directors, and representatives from and against any claims (arising under contract, tort, statute or otherwise, or as a result of force majeure), damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) which may be made against the Company or arise out as a consequence of, or in connection with these *Terms* or Your use of the Website and REINNO Tokens contrary to these *Terms*.

4. If the Company or its affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, the User will also reimburse the Company for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

# XV. AMENDMENTS

1. The Company reserves the irrevocable right to change, modify, add, or remove portions of these *Terms* at any time by posting the amended terms on the Website.

2. The revised version of the *Terms* will be effective at the time the Company posts it on the Website unless indicated otherwise. If you do not agree to be bound by the amended or modified *Terms*, you must cease accessing the Website or using REINNO service immediately.

#### XVI. COMPLIANCE

We shall cooperate with respect to all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

#### XVII. JURISDICTION

These *Terms* shall be governed by and construed in accordance with the laws of Estonia.

#### XVIII. SEVERANCE AND INVALIDITY

1. If any court or competent authority finds that any provision of these *Terms* (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these *Terms* shall not be affected.

2. If any provision of these *Terms* shall be held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of these *Terms* in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

# XIX. RESTRICTION OF THE ACCOUNT AND TERMINATION OF THE AGREEMENT

1. You agree that We have the right to immediately suspend your account, freeze or lock the assets, and suspend your access to the Website if We suspect any such account to be in violation of the *Terms*, AML/CTF acts or any applicable laws & regulations. We shall have the right to keep and use the transaction data or other information related to such account. The above account controls may also be applied in the following cases:

1.1. The account is subject to a governmental proceeding, criminal investigation or other pending litigation.

- 1.2. We detect unusual activity in the account.
- 1.3. We detect unauthorized access to the account.
- 1.4. We are required to do so by a court order or command by a regulatory/government authority.

2. In case of any of the following events, We shall have the right to directly terminate this Agreement by cancelling Your account, and shall have the right to permanently freeze (cancel) the authorizations of Your account on the Website:

- 2.1. After termination of the Service to you.
- 2.2. The main content of User's information that you have provided is untruthful, inaccurate, outdated or incomplete.

2.3. When this Agreement is amended, and you expressly state and notify Us of Your unwillingness to accept the amended Agreement.

2.4. Any other circumstances where the Company deems it should terminate the services.

3. Should the account be terminated, the account and transfer information required for meeting data retention standards will be securely stored for a period required by respective legislation. In addition, if a transfer is unfinished during the account termination process, the Company shall have the right to notify Your counterparty of the situation at that time.

# XX. MISCELLANEOUS

1. All materials, published on the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these *Terms*, and are of descriptive nature only.

2. The Company and the User are independent contractors, and neither party is an agent for the other for any purpose.

# XXI. ACCEPTANCE OF TERMS

1. By using the Website and/or the acquisition of REINNO Tokens, a User confirms that, to the extent permitted by law, he/she is authorized to acquire REINNO Tokens and to fully understand and to be bound by these *Terms* regarding his/her relevant jurisdiction.

2. If you access or use the Website and/or acquire REINNO Tokens, then you indicate that you agree to these *Terms*. If you do not agree to any of the specific terms herein you may not take part in acquiring REINNO Tokens and access or use the Website.

1. The Company reserves the right to modify these *Terms* at any time in accordance with this provision. If We make changes to these *Terms*, we will post the revised *Terms* on the Website for the Service. If you disagree with the revised *Terms*, you may cancel your Account. If you do not cancel your Account before the date the revised *Terms* becomes effective, your continued access to or use of REINNO service will be subject to the revised *Terms*.

If you have any questions, please contact us by e-mail at office@REINNO.io.