

ONLINE.IO BLOCKCHAIN TECHNOLOGIES LTD

TOKEN SALE AGREEMENT

May 2018

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Please read these terms of token sale carefully. By purchasing OIO Tokens from Online.io you will be bound by these terms of token sale and all terms incorporated here by reference.

If you do not agree to these terms of token sale, do not make any contribution to Online.io and do not purchase OIO Tokens.

This **Token Sale Agreement** (hereinafter the **"Agreement"**) is entered into by and among you or the entity that you rightfully and legally represent (**"Buyer"** or **"You"**) and **ONLINE.IO BLOCKCHAIN TECHNOLOGIES LTD** (**"Seller"**, **"Company"** or **"Online.io"**), a company established and existing under the laws of England and Wales, with its registered office at 3 GOWER STREET, LONDON WC1E 6HA, registered with the Registrar of Companies for England and Wales under No. 11251601, and regulates purchase of OIO Tokens. Buyer and Seller are herein individually referred to as a **"Party"** and collectively, as the **"Parties"**.

WHEREAS:

- (A) The Company is issuing and selling up OIO Tokens for the purposes indicated in the White Paper, during an ICO event that is planned to commence on 15 June 2018;
- (B) The Buyer is interested in purchasing OIO Tokens and supporting and funding the development of the Online.io Platform;

NOW, THEREFORE, it is mutually agreed as hereafter set forth:

1. DEFINITIONS

- 1.1. The following words and phrases used in this Agreement shall have the following meanings, except where the context clearly requires otherwise:

"Company Parties" means Company and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns. **"Company Party"** means one of the foregoing, as the case may be.

"Cryptocurrency" means Bitcoin (BTC), Ethereum (ETH) and other cryptocurrency which Company will accept as the payment for OIO Tokens.

“**Damages**” means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

“**Disputes**” has the meaning set out in Article 10.2.

“**Fiat Currencies**” means the legal tender currency circulated in specific country or region, such as US dollars, Euro, etc.

“**GDPR**” means the new EU General Data Protection Regulations, which came into force on 25 May 2018.

“**Intellectual Property**” has the meaning set out in the Website Terms of Use.

“**Online.io Platform**” means the solution described in the White Paper and to be developed by the Company.

“**OIO Tokens**” has the meaning ascribed to it in the foregoing Preamble.

“**Notices**” has the meaning set out in Article 13.8.

“**Privacy Policy**” means the document available on the Website (as may be amended from time to time) describing the methods how Company Parties collect, use and release the information collected.

“**Restricted Persons**” has the meaning, set out in Article 3.3.

“**Services**” means the services and other use cases which Company provides to the holders of the OIO Tokens via the Online.io Platform and which are more specifically described in the White Paper.

“**Token Generation Event**” means the event organized by the Company to sale OIO Tokens as set out in the White Paper (as may be amended from time to time).

“**User Account**” has the meaning, set out in Website Terms of Use.

“**Website**” means <https://online.io> and all subdomains and all their respective pages.

“**Website Terms of Use**” means the document available on the Website (as may be amended from time to time) describing the terms of use of the Website.

“**White Paper**” means the document describing the Online.io Platform, the OIO Tokens, the Services, and other matters related to the Online.io Platform, and available on the Website (as may be amended from time to time).

2. SALE-PURCHASE OF OIO TOKENS AND LEGAL STATUS OF OIO TOKENS

- 2.1. Company will conduct a sale of the OIO Tokens, which will begin on 15 June 2018.

- 2.2. On the terms and subject to the conditions provided under this Agreement, the Company sells to the Buyer and, respectively, the Buyer purchases from the Company OIO Tokens in exchange of a purchase price of 0.04 USD per OIO Token.
- 2.3. Payment for OIO Tokens shall be made, at Buyer's discretion:
- a) in Fiat Currency by wire transfer to the account the details of which will be available on the Website;
 - b) in Cryptocurrency by transfer to the Cryptocurrency wallet address the details of which will be available on the Website.
- 2.4. There is a minimal amount of payment for the OIO Tokens that Buyer will be able to make. At any specific time, such minimal amount may vary for different Fiat Currencies/Cryptocurrencies, depending on the applicable exchange rate between the payment currency and Ethereum (ETH). The information on such minimal amount will be available on the Website at any specific time.
- 2.5. OIO Token is divisible, therefore fractional share of OIO Token may be purchased.
- 2.6. OIO Tokens are intended to be used only:
- a) to enable usage of and interaction with the Online.io Platform and to support its development and operation as it is strictly described in the White Paper;
 - b) as a means to obtain the Services as it is strictly described in the White Paper;
 - c) as a means to obtain the potential benefits provided in the White Paper.
- 2.7. Buyer hereby accepts explicitly and agrees that:
- a) it is the responsibility of solely Buyer to determine if Buyer can legally purchase the OIO Tokens in his jurisdiction and whether Buyer can then resell the OIO Tokens to another purchaser in any given jurisdiction; and
 - b) it is not acquiring the OIO Tokens for any other uses or purposes, except for as specified in Article 2.6.; and
 - c) none of the Company Parties has other obligations, except as expressly stated in this Agreement.
- 2.8. Additional details with respect to the OIO Tokens, the Services and Online.io Platform are provided in the White Paper.
- 2.9. Ownership of the OIO Tokens carries no rights, express or implied, other than the right to use the OIO Tokens and obtain the Services and the potential benefits as specified in Article 2.6. In particular, OIO Tokens:
- a) do not provide Buyer with rights of any form with respect to any of the Company Parties or its revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights;

- b) do not represent any form of loan to any of the Company Parties.

3. GENERAL PROVISIONS ON OIO TOKEN SALE PROCEDURE

- 3.1. The substantial information about the procedures and material specifications of the OIO Token Sale are provided in the White Paper, including details regarding the timing, pricing of the OIO Token Generation Event, and the number of OIO Tokens to be sold and distributed.
- 3.2. Buyer acknowledges that it understands and has no objection to these procedures and material specifications. Failure to follow such procedures may result in Buyer not receiving any OIO Tokens.
- 3.3. OIO Tokens are not being offered or distributed to the following restricted persons (the "Restricted Persons"):
 - a) citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America; and
 - b) citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective.
- 3.4. The Restricted Persons are strictly prohibited and restricted from purchasing and using the OIO Tokens and Company Parties are not soliciting purchases and usage by Restricted Persons in any way.

4. SECURITY OF BUYER'S OIO TOKENS

- 4.1. Buyer shall implement reasonable measures for securing the wallet, vault or other storage mechanism utilized to receive and hold the purchased OIO Tokens, including any requisite private keys or other credentials necessary to access such storage mechanisms.
- 4.2. In the case that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's OIO Tokens and/or access to Buyer's account. Company Parties are under no obligation to recover any OIO Tokens and are not liable for such loss of Buyer's OIO Tokens.

5. KNOW YOUR CUSTOMER AND ANTI-MONEY LAUNDERING

- 5.1. Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Buyers if deemed necessary or if it becomes required by the applicable laws.
- 5.2. Upon any Company Party's request, Buyer shall immediately provide to respective Company Party information and documents that such Company Party, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements. Company may, in its sole discretion, refuse to distribute OIO Tokens to Buyer until such requested information is provided.
- 5.3. Company reserves the right to refuse or reject the offer on acquisition of the OIO Tokens from Buyer that, according to the information available to Company Parties, is suspected in receiving the funds used for the OIO Token purchase or in using the OIO Tokens or the Online.io Platform, with the aim of money laundering, terrorism financing, or any other illegal activity. In addition, Company has the right to use any possible efforts for preventing the money laundering and terrorism financing.

6. BUYER'S RESPONSIBILITY FOR THE TAXES

- 6.1. The purchase price that Buyer pays for the OIO Tokens is exclusive of all applicable taxes. Buyer is solely responsible for determining what, if any, taxes apply to the purchase of the OIO Tokens, including sales, use, value added, and similar taxes.
- 6.2. Buyer is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase of the OIO Tokens to the appropriate tax authorities.
- 6.3. None of Company Parties bear liability or responsibility with respect to any tax consequences to Buyer arising from the purchase of the OIO Tokens.

7. BUYER'S REPRESENTATION AND WARRANTIES

- 7.1. By concluding the Agreement, Buyer represents and warrants to each of the Company Parties that each of the following representations and warranties is true, accurate and not misleading on the date when such sending has occurred and on the date of conclusion of the Agreement:

(A) Buyer's Awareness of Transaction, Technology, and Risks

- 7.1.1. Buyer has read and understand this Agreement, the White Paper, the Website Terms of Use and the Privacy Policy.
- 7.1.2. Buyer has read and understand the risks related to the OIO Tokens and usage of the Online.io Platform specified in the White Paper.

- 7.1.3. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand this Agreement and to appreciate the risks and implications of purchasing the OIO Tokens.
- 7.1.4. Buyer appreciate the risks and implications of using the OIO Tokens, Website, the Services, and method of payment for the Services specified on the Website, as well as know how to manage them, and Buyer is solely responsible for any evaluations based on such knowledge.
- 7.1.5. Buyer has obtained sufficient information about the OIO Tokens to make an informed decision to purchase the OIO Tokens.
- 7.1.6. Buyer understands that the value of the OIO Tokens over time may experience extreme volatility or depreciate in full.

(B) Authority to Enter into Agreement

- 7.1.7. Buyer has all requisite power and authority to enter into this Agreement, to purchase the OIO Tokens, to use the Website and the Services and to carry out and perform his obligations under this Agreement.
- 7.1.8. Buyer is of sufficient age and capacity to purchase the OIO Tokens in accordance with the laws and regulations of the Buyer's country of residence or any other applicable requirement.

(C) Buyer is not a Restricted Person

- 7.1.9. Buyer is not a Restricted Person and does not represent a Restricted Person.

(D) Compliance with Applicable Laws and Regulations

- 7.1.10. The entering into and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:
 - a) any provision of Buyer's constituent documents, if applicable;
 - b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject;
 - c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound;
 - d) any foreign exchange, anti-money laundering or regulatory restrictions applicable to purchase of the OIO Tokens;
 - e) any laws, regulations or rules applicable to Buyer.

(E) Legal Source of the Assets Used for Payment of Services

- 7.1.11. The assets, including any digital assets, fiat currency, virtual currency or Cryptocurrency, Buyer uses to purchase the OIO Tokens are not derived from or related to any unlawful

activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the OIO Tokens to finance, engage in, or otherwise support any unlawful activities.

8. NO COMPANY PARTIES' REPRESENTATION AND WARRANTIES

8.1. Buyer hereby acknowledges and agrees that the OIO Tokens are sold on an "as is", "as available" and "with all faults" basis and Buyer purchases the OIO Tokens exclusively at his own risk without any express or implied representations and/or warranties of any kind by Company Parties.

8.2. Company and other Company Parties (if applicable) expressly disclaim all express and implied warranties and representations as to the OIO Tokens and the Online.io Platform. None of the Company Parties makes any representations or warranties, express or implied, including:

- a) any warranties and representations with respect to the content, information, data, availability, uninterrupted access, Services, or products provided through or in connection with the OIO Tokens, the Online.io Platform and the Website;
- b) any warranties and representations that the Website or the server that makes it available are free of viruses, worms, trojan horses or other harmful components;
- c) any warranties and representations that the Website, its content and any Services or products provided through it are error-free or that defects in the Website, its content or the Services or products will be corrected;
- d) any warranties and representations of title or merchantability or fitness for a particular purpose with respect to the Online.io Platform, the OIO Tokens or their utility, or the ability of anyone to purchase or use the OIO Tokens;
- e) any warranties and representations of non-infringement.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

§1. Limitation of Company Parties' Liability

9.1. In no event will any of Company Parties be liable for any claims, Damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special (including Damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) regardless of whether the Company Parties have been advised of the possibility of such Damages, liabilities, losses, costs or expenses, arising out or in connection with:

- a) the sale of OIO Tokens;
- b) the use or performance of the OIO Tokens, the Website or the Services;
- c) any material or information available from the Website;

- d) any conduct or content of any third party;
- e) unauthorized access, use or alteration of the transmission of data or content to or from the Company Parties; or
- f) the failure to receive in any way the transmission of any data, content, funds or property from Buyer;
- g) any unlawful access to or use of the OIO Tokens, of the Website, any of its content, or the Services;
- h) any reliance on, or decision made on the basis of, information or material shown on or omitted from the Website;
- i) the performance of the OIO Tokens, the Website and any fault, delays, interruptions or lack of availability of the Website, the Services, or products provided through the Website, which may occur due to increased usage of the Website, intermittent failures of the Website or the need for repairs, maintenance or the introduction of new facilities, products or services; and
- j) any information or material on any website operated by a third party which may be accessed from the Website.

9.2. To the fullest extent permitted by applicable law, in no event will the aggregate liability of the Company Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to this Agreement or the use of or inability to use the OIO Tokens, the Online.io Platform, the Website or the Services, exceed the amount paid to Company for OIO Tokens, content, access to the Website or use of the Services.

9.3. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against any of the Company Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Company Party.

9.4. Buyer understands and agrees that it is Buyer's obligation to ensure compliance with any legislation relevant to his country of domicile concerning purchase and use of the OIO Tokens and that Company Parties should not accept any liability for any illegal or unauthorized purchase or use of the OIO Tokens.

§2. Indemnification for Losses Incurred by a Company Party

9.5. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse Company Parties from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a Company Party arising from or relating to:

- a) Buyer's purchase or use of the OIO Tokens or the Online.io Platform;
- b) Buyer's access to or use of the Website or the Services;

- c) Buyer's responsibilities or obligations under this Agreement, the Website Terms of Use or the Privacy Policy;
 - d) Buyer's violation of this Agreement, the Website Terms of Use or the Privacy Policy;
 - e) Buyer's violation of any rights of any other person or entity; and/or
 - f) any act or omission of Buyer that is negligent, unlawful or constitutes wilful misconduct.
- 9.6. Company reserves the right to exercise sole control over the defence, at Buyer's expense, of any claim subject to indemnification under Article 9.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

§3. Force Majeure

- 9.7. Company Parties shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 9.8. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The party hereto experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

§4. Release

- 9.9. To the fullest extent permitted by applicable law, Buyer releases the Company Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and Company Parties and the acts or omissions of third parties.
- 9.10. Buyer expressly waives any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Buyer may know or suspect to exist in favour of Buyer at the time of agreeing to this release.

10. GOVERNING LAW AND DISPUTE RESOLUTION

§1. Applicable Law

- 10.1. This Agreement will be governed by and construed and enforced in accordance with the laws of the United Kingdom, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

§2. Informal Dispute Resolution

- 10.2. Buyer and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with them (“Disputes”). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute, such Dispute shall be finally settled in arbitration proceeding as stipulated in Articles 10.4-10.8.

§3. No Class Arbitrations, Class Actions or Representative Actions

- 10.3. Any Dispute is personal to Buyer and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

§4. Arbitration Proceedings

- 10.4. Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.
- 10.5. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments.
- 10.6. The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English.
- 10.7. Any award of the tribunal shall be final and binding from the day it is made.
- 10.8. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

11. TERMINATION OF AGREEMENT

- 11.1. This Agreement shall terminate upon the performance of all obligations of the parties hereof. In addition to the cases stated herein, Company reserves the right to terminate this

Agreement at any time in its sole discretion, including in the event that Buyer breaches this Agreement.

11.2. Upon termination of this Agreement:

- a) all of Buyer's rights under this Agreement immediately terminate;
- b) Buyer is not entitled to a refund of any amount paid, unless otherwise strictly provided herein or in the White Paper; and
- c) Article 6 (Buyer's Responsibility for the Taxes), Article 7 (Buyer's Representations and Warranties), Article 9 (Limitation of Liability and Indemnification), Article 10 (Governing Law and Dispute Resolution) Article 11 (Termination of Agreement), Article 12 (Data Privacy) and Article 13 (Miscellaneous) shall continue to apply in accordance with their terms.

12. DATA PRIVACY

- 12.1.1. Your privacy is important to us. At Online.io, we are committed to protecting your personal information with the highest level of integrity. This policy is intended to inform you of our privacy practices in association with the collection and use of your information obtained through our website (www.online.io), services, and applications.
- 12.1.2. We do not collect any personal information from visitors of our website. However, if you use and/or purchase our services or applications, there may be some information we collect. When we need information that personally identifies you or allows us to contact you, we will explicitly ask you for it. For example, to use the Online.io solution service, we may collect, store, and access one or more of the following: (1) an email address; (2) photos or video that you upload through the application or otherwise provide to us; and (3) a biometric template, comprised of a list of numbers created by us from the photos or videos you uploaded. In addition we will store any information you provide to our sales department within one of our contact forms.
- 12.1.3. The personal information we collect from you will be used to provide the service(s) or carry out the transaction(s) you have requested or authorized. In support of these uses, we may also use personal information to provide you with more effective customer service, and to improve our products or services. We may also use your email address to contact you regarding administrative notices from time to time. Information that is collected by or sent to us may be stored and processed in the United Kingdom, Romania, or any other country in which we or our affiliates, subsidiaries or agents maintain facilities. By using any of our products or services, you consent to any such transfer of information outside of your country.
- 12.1.4. We may use demographic information collected from you during the registration or purchase process (including age, location and gender data) or aggregate information from all of our users and provide that information in the aggregate to other parties, including advertisers, for marketing and promotional purposes. However, if we do so, that information will not be in the form that will allow any third party to identify you personally.

12.1.5. When you visit our website, we automatically collect certain other information about you. This includes the URL that you just came from, the URL you next go to, the browser you are using, your IP address, the pages you visit, and the types of services you purchase.

12.2. Disclosure of Information:

12.2.1. Except as described in this statement, personal information you provide will not be transferred to third parties without your consent.

12.2.2. We do not sell or rent any personally identifiable information about you to any third party. In addition, we must (and you authorize us to) disclose any information about you to private entities, law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate to address or resolve inquiries or problems, or comply with court orders, information requests from government agencies, or other legal or regulatory actions.

12.2.3. This Privacy Policy applies if you are a visitor to the Online.io website or if you purchase the Services. If you use a third party application or service that is integrated with Online.io, then such third party's privacy policy will govern the use, storage and disclosure of your data in connection with such application or service. Online.io may receive orders, subpoenas or other legal demands for Personally Identifiable Data that has been collected on behalf of such third party providers through the use of their applications or services. In such cases, Online.io refers the party requesting the Personally Identifiable Data to the applicable third party provider. That provider will respond in accordance with its own policies and may disclose your Personally Identifiable Data in response to such subpoena or other demand for information. Please remember that Online.io is not responsible for the policies and practices of such third party providers. If you have questions about any such disclosures, you should contact the applicable provider directly. Online.io will have no liability in connection with any act or omission of any such provider with respect to your data or information or otherwise.

12.3. Security of your Information:

12.3.1. We are committed to protecting the security of your information. We use a variety of security technologies and procedures to help protect your information from unauthorized access, use, or disclosure. However, please know that due to the existing legal and technical environment, we cannot guarantee that any personal information we obtain will not be disclosed to third parties in ways not described in this policy.

12.3.2. Online.io takes reasonable precautions such as policy-based access control to protect Data in our possession from loss, misuse, and unauthorized access. Online.io follows generally accepted industry standards to protect the Data, both during transmission and once received by Online.io. However, no method of transmission over the Internet or method of electronic storage is 100% secure. While Online.io strives to protect your Data, Online.io does not guarantee its security.

12.4. Personally Identifiable Information to Third Parties:

12.4.1. Online.io does not share or disclose any of your Personally Identifiable Information, except as described in this section.

- a) Agents, consultants and related third parties: Online.io uses third party vendors to perform certain business-related functions. Examples of such functions include data storage services, database maintenance services and payment processing. When Online.io employs such third party vendors to perform services on its behalf, Online.io will only provide them with the Personally Identifiable Information that they need to perform their specific function. Each third party vendor is required to keep such Personally Identifiable Information confidential and not to use such Personally Identifiable Information for any purpose other than providing services to Online.io.
- b) Affiliates: Online.io may share Personally Identifiable Information with entities that control, are controlled by or under common control with Online.io (each, an "Affiliate") for the purpose of assisting Online.io in providing its Services to you. In that event, any such Affiliate will use Personally Identifiable Information solely as permitted under this Privacy Policy.
- c) Business transfers: Online.io reserves the right to sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, Personally Identifiable Information may be part of the transferred assets. You acknowledge that such transfers may occur, and that any acquirer or successor of Online.io may continue to use your Personally Identifiable Information as set forth in this policy.
- d) Legal requirements and other circumstances: Online.io may disclose Personally Identifiable Information if required by law or if it believes in the good faith belief that such action is necessary to: (a) comply with a legal obligation, (b) protect and defend the rights or property of Online.io, or (c) to protect the property or safety of users of the Online.io Site or Services or any third party. If Online.io is required by law to disclose any of your Personally Identifiable Information, then we will use reasonable efforts to provide you with notice of that disclosure requirement, unless we are prohibited from doing so by statute, subpoena or court or administrative order. In addition, if Online.io does not believe the disclosure request has been properly issued, then Online.io will object to such request.

12.5. Children's Privacy:

12.5.1. Although the website is a general audience site, children under 13 are not eligible to use our services and we ask that minors do not submit any personal information to us. If you are a minor, you can only use this service in conjunction with your parent or guardian.

12.6. Changes to this Privacy Policy:

12.6.1. We reserve the right to modify this Privacy Policy at any time, should we deem it advisable to do so. If we do change the Privacy Policy, we will post the revised version with a new

"updated" date. We encourage you to periodically review this statement to be informed of how we are protecting your information.

- 12.7. If you have questions about this privacy statement, please write to tokensale@online.io.

13. MISCELLANEOUS

13.1. Entire Agreement

13.1.1. This Agreement, the White Paper, Website Terms of Use, Privacy Policy and other documents that might be published from time to time on the Website constitutes the entire agreement between Buyer and Company relating to purchase of the OIO Tokens from Company.

13.1.2. To the extent this Agreement conflicts with the Website or any other document published from time to time on the Website (including but not limited to the White Paper), this Agreement prevails.

13.1.3. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Buyer and any of the Company Parties, whether written or verbal, regarding the subject matter of this Agreement.

13.2. Severability

13.2.1. Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement shall not be affected thereby.

13.3. Assignment of Rights and Obligations

13.3.1. Company may assign Company's rights and obligations under this Agreement without Buyer's consent.

13.4. No Company's Waiver of Rights

13.4.1. Company's failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision and will not limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

13.5. Third Party Rights

13.5.1. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Buyer and Company and is not intended to confer third-party beneficiary rights upon any other person or entity.

13.6. Notices

13.6.1. All notices, requests, claims, demands and other communications concerning this Agreement ("Notices") that a Company Party provides to Buyer, including this Agreement, will be provided in electronic form by:

- a) posting a Notice on the Website;
- b) sending a Notice through User Account;
- c) sending an email to the email address which is associated with the Buyer's User Account.

13.6.2. Notices provided by posting on the Website will be effective upon posting and Notices provided by email will be effective when a Company Party sends the Notice. It is Buyer's responsibility to keep his email address current. Buyer will be deemed to have received any email sent to the email address then associated with his account when a Company Party sends the email, whether or not Buyer actually receives or reads the email.

13.6.3. Notices that Buyer provides to a Company Party must be in the English language and delivered to the Company Party by email (tokensale@online.io). Such Notices will be effective one business day after they are sent.

13.7. Possibility to Negotiate Agreement

13.7.1. Each party hereto has had an unlimited and real opportunity to influence the terms of this Agreement as well as to propose, exclude and add any provisions of this Agreement. All the terms of this Agreement are agreed by parties hereto jointly. The circumstances of the preparation of this Agreement should not affect the interpretation of its terms and the sharing of the burden of proof between the parties hereto. If Buyer has any proposals to amend, correct or add this Agreement, he can contact Company by email (tokensale@online.io).

13.8. Forward-looking statements

13.8.1. This Agreement, the White Paper, the Website Terms of Use and any other information provided by the Company or its' representatives in writing or orally may include forward looking statements. In general, forward looking statements can be identified by the use of words such as "believes", "expects", "does not expect", "is expected", "targets", "outlook", "plans", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate" or variations of such words and phrases or statements in different languages that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although the Company believes it has a reasonable basis for making these forward-looking statements, Buyer must not place undue reliance on such forward-looking information. By its nature, forward looking information involves numerous assumptions, inherent risks and uncertainties, both general

and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

13.9. Interpretation

13.9.1. In this Agreement, references to "Articles" are references to Articles of this Agreement.

13.9.2. In this Agreement, unless the context indicates otherwise or the contrary is expressly stated:

- a) references to the singular include references to the plural and *vice versa*;
- b) references to the male include references to the female and *vice versa*;
- c) a reference to a person includes a reference to any individual, body corporate (wherever or however incorporated or established), association, partnership, government, state agency, public authority, joint venture, works council or other employee representative body in any jurisdiction and whether or not having a separate legal personality;
- d) a reference to a person includes a reference to that person's legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction and whether or not having separate legal personality;
- e) a reference to a company shall be construed so as to include any company, corporation or other body corporate or other legal entity, wherever and however incorporated or established.

13.9.3. The headings in this Agreement are inserted for convenience and reference purposes only and do not affect its interpretation.

13.9.4. The words "hereof", "herein", "hereunder" and "hereby" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

13.9.5. Wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation".

