

## OmniCoin, Ltd.'s Website Terms of Use

Please read these Terms of Use carefully before using this website offered by OmniCoin, Ltd. ("OmniCoin", "us", "we"). These Terms of Use set forth the terms and conditions of our relationship and for the use of the OmniCoin.org website (the "Site") by you ("you", "your", "user").

### The OmniCoin Site

1. OmniCoin is conducting Token Sale Event ("Sale") of its OmniCoin Tokens, as further described in the OmniCoin White Paper and the OmniCoin Offering and/or Information Memorandum (collectively, the "Memorandum".)
2. You understand that the terms, conditions, and important disclosures and information regarding the Sale are set forth in the White Paper and the Memorandum.

### The Agreement between OmniCoin and You

1. You understand that by accessing or using the Site, you are agreeing to comply with and be bound by the terms and conditions contained herein ("Terms of Use" or "Agreement", which also incorporates OmniCoin's Privacy Policy).
2. This Agreement constitutes the entire and only agreement between us and you.
3. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement.
4. ***You further understand that those terms and conditions contained within the section entitled ADDITIONAL SUMMARY PURCHASE TERMS AND CONDITIONS within this Agreement apply to your purchase of any OmniCoin Tokens and you agree to read those terms and conditions carefully, in the addition to the Memorandum.***

### ***You are responsible for reviewing changes to this Agreement***

1. This Agreement applies to all users of the Site.
2. OmniCoin may make changes to this Agreement from time to time without specifically notifying you.
3. OmniCoin will post the latest Agreement on the Site, but it is up to you to review it before using the Site.
4. If you continue to use the Site after any of these changes, your continued use will mean that you have accepted any changes to the Agreement.

In addition, some services offered through the Site may be subject to additional terms and conditions specified by OmniCoin from time to time and your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.

***The copyright to all content on the Site is owned by the provider of that content***

1. The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site (“Copyright Content”) are the property of OmniBazaar, Inc. or the applicable content owner and are protected under applicable copyrights, trademarks and other proprietary rights.
2. You may not copy, redistribute, use or publish any part of the Site, except as allowed by this Agreement.
3. You do not acquire ownership rights to any content, document or other materials viewed through the Site.

***You may not use trademarks appearing on the Site in an infringing manner***

1. You agree that OmniBazaar, CryptoBazaar, OmniCoin, and other OmniCoin graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of OmniCoin or its affiliates (“Trademark Content”).
2. OmniCoin trademarks and trade dress may not be used in connection with any product or service that is not OmniCoin’s, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits OmniCoin.
3. All other trademarks not owned by OmniCoin or its affiliates that may appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by OmniCoin or its affiliates.

***You may use the OmniCoin Site for limited purposes***

1. OmniCoin grants you a limited license to access and make personal use of the Site.
2. OmniCoin does not grant you the right to download (other than page caching) or modify the Site, or any portion of the Site.
3. You understand OmniCoin does not grant you the right to: (a) resell or make commercial use (except as provided herein) of the Site or its contents; (b) make any derivative use of the Site or their contents; (c) download or copy account information for the benefit of a third party or merchant; or (d) use any data mining, robots, or similar data gathering and extraction tools.
4. You understand that the Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose, other than as required for the limited commercial use granted herein.

5. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of OmniCoin and our affiliates without express written consent.
6. You may not use any meta tags or any other "hidden text" utilizing OmniCoin's name or trademarks without the express written consent of OmniCoin. Any unauthorized use terminates the permission or license granted by OmniCoin hereunder.
7. You may not engage in the copying, reproduction, publication, rearrangement, redistribution, modification, revision, alteration, or reverse engineering, of the Site.
8. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of OmniCoin so long as the link does not portray OmniCoin, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter.
9. You may not use any OmniCoin logo or other proprietary graphic or trademark as part of the link without express written permission.

## **Your Use of the Site**

### ***Your registration and account security***

When you use the Site you may provide OmniCoin certain registration and account information, which OmniCoin will rely on to provide you with the Site. The following are your obligations when creating, registering, and maintaining the security and accuracy of your account:

1. You will register your account for your own use and not for the use of another person, alter ego, or other identity.
2. You will create only one account for yourself.
3. You will not assign or transfer your account to anyone without first obtaining OmniCoin's written consent.
4. You will not provide false or misleading information when you register an account.
5. If OmniCoin terminates or disables your account, you may not create another account without first getting OmniCoin's written consent.
6. You will keep your contact and other information requested by OmniCoin (such as email, location, etc.) accurate and up-to-date.
7. You will not share your password, let anyone other than you access your account, or do anything that might compromise the security of your account.

### ***Your personal information***

1. You understand and acknowledge that your use of the Site is governed by the Privacy Policy, which is incorporated into this Agreement by this reference.
2. OmniCoin will only use personal information in accordance with OmniCoin's Privacy Policy.

3. You grant a worldwide, perpetual, royalty-free, irrevocable, and transferable license to OmniCoin to display, reproduce, transmit, use, and/or store this information to the extent necessary to support the operation of the Site.

***OmniCoin may edit or modify anything on the Site without notice***

OmniCoin is committed to delivering a positive user experience and you understand that OmniCoin reserves the right (but without undertaking any duty) to edit, monitor, review, delete, modify, or move any content or material provided or placed on or through the Site in its sole discretion, without notice.

***You are responsible for accepting updated versions of the Site***

1. If OmniCoin provides updated versions of the Site and/or the Site and you do not accept these updated versions, you may not enjoy the most recent content, feature sets, and materials.
2. If you do not accept updated versions of the Site, OmniCoin shall not bear any responsibility or liability for your decision.

***You must be 18 or older to use the OmniCoin Site***

1. You understand that you may not use the Site where such use is prohibited.
2. You understand that the Site are intended solely for users who are eighteen (18) years of age or older and can legally form a binding agreement.
3. Any use of or access to the Site by anyone under 18 is unauthorized. If you are 13 or older but under 18, you must have your parent or legal guardian's permission to use the Site and to accept the Terms of Use.
4. You represent and warrant that you are 18 or older, or entering this Agreement on behalf of someone who is between the ages of 13 and 18, and that you agree to abide by all of the terms and conditions of this Agreement.
5. OmniCoin does not knowingly collect information from individuals who are less than thirteen (13) years of age.

***It is your responsibility to make sure this Agreement and your use of the Site complies with all laws applicable to you***

1. You understand that OmniCoin may, in its sole discretion, refuse to offer or make available the Site to any person or entity and change its eligibility criteria at any time.
2. You are solely responsible for ensuring that this Agreement complies with all laws, rules and regulations applicable to you.

3. You understand that your right to access the Site will be revoked where this Agreement or use of the Site is prohibited and, if that is the case, you agree not to use or access the Site in any way.

***OmniCoin may terminate your use of the Site without reason or notice to you***

While OmniCoin respects its users, you agree that OmniCoin may terminate your use of the Site and/or the Site and prohibit you from accessing the Site and/or the Site, for any reason, or no reason, and with or without notice.

**What Laws and Rules You Are Responsible for Following**

***You promise to comply with this Agreement and any laws or regulations applicable to you***

1. You promise not to use the Site for any purpose that is prohibited by this Agreement.
2. You are responsible for all of your activity in connection with the Site.
3. You shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any educational, education, teaching, privacy, or other self-regulatory code(s) applicable to you.

***You agree to comply with OmniCoin's conduct policies when using the Site***

1. We do our best to keep the Site safe and operational, but we cannot guarantee it. We need your help to do that, which includes the following commitments:
  - You will not modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, or in any way exploit the Site except as expressly authorized by OmniCoin;
  - You will not decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site, except to the limited extent applicable laws specifically prohibit such restriction;
  - You will not interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;
  - You will not bypass any measures OmniCoin may use to prevent or restrict access to the Site (or other accounts, computer systems or networks connected to the Site);
  - You will not run any form of auto-responder or "spam" on the Site;
  - You will not use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
  - You will not harvest or scrape any content or materials from the Site;

- You will not copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
- You will not solicit passwords or personally identifying information (this includes, but is not limited to, someone else's name, birth date, home address, IP address, credit card number, social security number, or other government-issued identification information) for commercial or unlawful purposes;
- You will not upload, post, transmit, share, store or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- You will not otherwise take any action in violation of OmniCoin's guidelines and policies.
- You will not threaten, intimidate, or harass another user or any parties on or through the Site.
- You will not falsely represent your identity or impersonate a third party, nor will you falsify or mislead third parties regarding your affiliation with any entity.

### **Important Notices**

#### ***You use the OmniCoin Site at your own risk***

1. OmniCoin has no obligation to review any content or material, including vendor and product information, posted to or through the Site, and cannot therefore be responsible for such material or content.
2. By operating the Site, OmniCoin does not represent or imply that it endorses any content or material there posted, or that it believes such material to be accurate, useful or non-harmful.
3. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
4. The Site may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors.
5. The Site may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated.
6. OmniCoin disclaims any responsibility for any harm resulting from the use by visitors of the Site, or from viewing or downloading by those visitors of content posted on the Site.

### **Legal Conditions**

#### ***OmniCoin's liability is limited***

1. OmniCoin is not responsible for any third party sites, third party content posted on the Site.
2. OmniCoin is not responsible for the conduct, whether online or offline, of any user of the Site.
3. OmniCoin assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications.
4. You understand that it is your duty to confirm and verify any information provided on or through the Site, and that you bear the sole risk of relying on any such information, including but not limited to content, third-party content, links, or product listings.
5. OmniCoin is not responsible for any problems or technical malfunction of any telephone network or lines, cellular data provider or network, computer online systems, servers or providers, computer equipment, software, on account of technical problems or traffic congestion on the Site, including injury or damage to users or to any other person's computer, and/or mobile device.

WE TRY TO KEEP THE SITE AND SERVICES UP, BUG-FREE, AND SAFE, BUT YOU USE THEM AT YOUR OWN RISK. THE INFORMATION FROM OR THROUGH THE SITE AND THE SERVICES IS PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. THE INFORMATION, SITE AND THE SERVICES MAY CONTAIN VIRUSES, BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. IN NO EVENT WILL OmniCoin OR ITS DIRECTORS, EMPLOYEES OR AGENTS HAVE ANY LIABILITY WHATSOEVER FOR YOUR USE OF ANY THE SITE. WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OMNICOIN DOES NOT CONTROL THIRD PARTY CONTENT OR THE INFORMATION PROVIDED BY THIRD PARTIES, AND THEREFORE SHALL NOT BE RESPONSIBLE FOR YOUR RELIANCE ON ANY INFORMATION OR STATEMENTS MADE ON OR THROUGH THE SITE.

OMNICOIN'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES, IF ANY, PAID BY YOU TO US FOR THE USE OF THE SITE, BUT IN NO CASE WILL OUR LIABILITY TO YOU SHALL EXCEED \$50. YOU AGREE THAT DISPUTES BETWEEN YOU AND OmniCoin WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO US FOR THE SITE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM US, REGARDLESS OF THE CAUSE OF ACTION. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

### ***You agree to indemnify OmniCoin***

You agree to indemnify, defend, and hold harmless OmniCoin, its contractors, licensors, subsidiaries and affiliates and their respective partners, directors, officers, members, managers, employees and agents from and against any and all claims and expenses, including any and all losses, costs, liabilities, and attorneys' fees, arising out of or in connection with: (1) your use of the Site, (2) any third party content, third party sites and any other content, (3) any purchases from or interactions with vendors (4) your violation of this Agreement, or of any law or the rights of any third party, and (5) your breach of this Agreement and/or any breach of your representations and warranties set forth herein.

### ***You agree that Maltese law applies to this Agreement***

Subject to the arbitration clauses included above, if there is any dispute arising out of the Site, by using the Site, you expressly agree that any such dispute shall be governed by the laws of the Malta, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the courts of Malta for the resolution of any such dispute.

### ***Your general representation and warranty***

#### **1. You represent and warrant that:**

- You will use the Site in accordance with the Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside)
- You will use the Site so as not to infringe or misappropriate the intellectual property rights of any third party.

### ***Other Terms***

1. You and OmniCoin agree that any cause of action arising out of or related to the Site must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
2. You agree that, except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with



the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by arbitrators appointed in accordance with such rules.

3. You agree any arbitration shall take place in Malta in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.
4. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.
5. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
6. OmniCoin may assign its rights under this Agreement without condition.
7. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.
8. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

#### **ADDITIONAL SUMMARY PURCHASE TERMS AND CONDITIONS**

These additional SUMMARY PURCHASE TERMS AND CONDITIONS are provided for your benefit and you are advised to read these terms and conditions over very carefully which will apply to any purchase of the OmniCoin Tokens by you. You understand that below Summary Purchase Terms and Conditions (the "Additional Terms") have been prepared by Omnicoin solely for use by prospective purchasers as a HIGH-LEVEL summary and in the event of a conflict between these Terms and any provisions contained within the Memorandum, the provisions contained in the Memorandum shall control. In addition, all of the foregoing terms and conditions contained above in this Agreement are fully incorporated in these Additional Terms, as if fully recited herein.

1. OmniCoin is conducting Token Sale Event ("Sale") of its OmniCoin Tokens, as further described in the OmniCoin White Paper and the OmniCoin Sale and/or Information Memorandum (collectively, the "Memorandum".)
2. OmniCoin's goal is to create and distribute a cryptocurrency to serve as the exchange token for, and provide utility functions within, a decentralized, distributed, decentralized, peer to peer, online marketplace platform (the "OmniCoin Marketplace Platform").
3. You understand that the terms, conditions, as well as important disclosures and information regarding the Sale are set forth in the Memorandum.
4. You understand, acknowledge, and agree that you will prior to making any purchase of the Omnicoin Tokens offered by OmniCoin, diligently read the Memorandum and seek the advice and counsel of your financial, legal, and tax advisors.
5. You understand, acknowledge, and agree that purchases of Omnicoin Tokens should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain based

software systems. Purchasers should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While Omnicoon will be available to assist purchasers of Omnicoon Tokens during the sale, Omnicoon will not be responsible in any way for loss of BTC, ETH or Omnicoon Tokens resulting from actions taken by, or omitted by purchasers. If you do not have such experience or expertise, then you should not purchase Omnicoon Tokens or participate in the sale of Omnicoon Tokens. Your participation in Omnicoon Tokens Sale is deemed to be your undertaking that you satisfy the requirements mentioned in this paragraph.

6. In addition, you agree, accept, understand, and acknowledged following by purchasing any Omnicoon Tokens:
  - You bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of Omnicoon Tokens (ii) the potential appreciation or depreciation in the value of Omnicoon Tokens over time, if any, (iii) the sale and purchase of Omnicoon Tokens; and/or (iv) any other action or transaction related to Omnicoon Tokens has tax implications.
  - You are not obtaining or using Omnicoon Tokens for any illegal purpose, and will not use Omnicoon Tokens for any illegal purpose;
  - you accept that to the extent permitted by law and provided we act in good faith, Omnicoon makes no warranty whatsoever, either expressed or implied, regarding the future success of Omnicoon Tokens;
  - You are agreeing not to hold any of Omnicoon and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Omnicoon Tokens, including losses associated with the terms set forth below.
  - You obtain Omnicoon Tokens on an “as is” and “under development” basis. Therefore, provided Omnicoon acts in good faith, you accept that Omnicoon is providing Omnicoon Tokens without being able to provide any warranties in relation to Omnicoon Tokens, including, but not limited to, title, merchantability or fitness for a particular purpose;
  - All purchases of Omnicoon Tokens are final. Purchases of Omnicoon Tokens are non-refundable. By purchasing Omnicoon Tokens, the purchaser acknowledges that neither Omnicoon nor any of its affiliates, directors or shareholders are required to provide a refund for any reason.

### **Unregistered Offering**

This Sale has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required to purchase an Omnicoon Token. To the best knowledge of Omnicoon, this Sale presumes a sale of Omnicoon Tokens, whereby Omnicoon becomes bound to

the purchasers thereof solely to the extent of being obliged to provide the product and/or a service.

Purchasing an Omnicoin Token involves a high degree of risk, see “Risk Factors” in these Terms and especially in the Memorandum. This Sale may be governed by consumer protection laws in jurisdictions where such regulation is applicable.

Neither these Terms nor the Memorandum constitute an offer to sell, or a solicitation of an offer to buy, an Omnicoin Token in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the U.S. Securities and Exchange Commission nor any other federal, state or foreign regulatory authority has approved the purchase of Omnicoin Tokens. Furthermore, no such authority has confirmed the accuracy or determined the adequacy of the terms of this Sale.

The summaries contained within these Additional Terms do not purport to be complete and are subject to and qualified in their entirety by reference to the actual text of the relevant document, including the Memorandum. Each prospective purchaser should review these documents for complete information. OmniCoin reserves the right to modify the terms of the Sale. Omnicoin Tokens described in these Additional Terms and the Memorandum are offered subject to OmniCoin’s ability to reject any commitment in whole or in part. Prior to purchasing Omnicoin Tokens a prospective purchaser is required to consult with its own legal, financial, tax, accounting, and other advisors regarding the applicable limitations on purchasers who are eligible to purchase it and that restrict its resale or other transfer; the income and other tax consequences of acquiring, holding and disposing of Omnicoin Tokens; and the other potential consequences of acquiring Omnicoin Token. Purchasers are required to carefully consider whether purchasing a Omnicoin Token is suitable to their business situation and goals. No person has been authorized to make any statement concerning OmniCoin or the sale of the Omnicoin Tokens discussed herein other than as set forth in the Memorandum, and any such statements, if made, must NOT be relied upon.

Purchasers are required to make their own investigations and evaluations of Omnicoin Tokens, including the merits and risks of a purchasing thereof.

### **Cautionary Note regarding Forward-Looking Statements**

Certain statements in these Terms and in the Memorandum constitute “forward-looking information” under applicable laws. All statements that address expectations or projections about the future, including statements about product development, market position, expected expenditures and financial results, are forward-looking statements. Some of the forward-looking statements may be identified by words like “expects,” “anticipates,” “plans,” “intends,”

“believes”, “projects,” “indicates,” and similar expressions. Any statements contained in these Terms and/or the Memorandum that are not statements of historical fact may be deemed to be forward-looking statements. These statements are not guarantees of future performance and involve a number of risks, uncertainties and assumptions. Accordingly, actual results or performance of OmniCoin and of the Tokens may differ significantly, positively or negatively, from forward-looking statements made herein. Unanticipated events and circumstances are likely to occur. Factors that might cause such differences include, but are not limited to, those discussed under the heading “RISKS FACTORS,” which recipients of the Memorandum should carefully consider.

### **Summary Risk Factors**

The following SUMMARY Risk Factors provide merely a High-Level summary of some of the key risk factors associated with the Sale. This list is non-exhaustive and you are strongly encouraged to read and familiarize yourself with the Risk Factors set forth in the Memorandum.

1. OmniCoin is a “start-up” company. Financial and operating risks confronting startups are significant: OmniCoin is not immune to these. The startup market in which OmniCoin competes is highly competitive and the percentage of companies that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, startups may require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise.
2. Theft of Sale Proceeds. There may be attempts to steal the Sale proceeds received by OmniCoin (including the fiat currency amount converted therefrom). Such a theft or attempted theft may adversely affect the ability of OmniCoin to fund the development of the OmniCoin Marketplace Platform. While OmniCoin will adopt commercially reasonable technical solutions to keep the Sale proceeds safe, certain cyber thefts could be unpreventable.
3. OmniCoin may be forced to cease operations. It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, the inability by OmniCoin to establish the OmniCoin Marketplace Platform’s or the Tokens’ utility, the failure of commercial relationships, or intellectual property ownership challenges, OmniCoin may no longer be viable to operate, and OmniCoin may dissolve.
4. The OmniBazaar Marketplace Platform may not be widely adopted and may have limited users. It is possible that the OmniBazaar Marketplace Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the OmniCoin Marketplace Platform) more generally or distributed applications to be used on the OmniCoin Marketplace Platform. Such a lack of use or interest could negatively impact the development of the OmniBazaar Marketplace Platform and therefore the potential utility and value of Tokens.
5. OmniCoin may not be able to build strong brand loyalty in the social media landscape. OmniCoin believes that brand name recognition is of great importance to the sustainability of

OmniCoin and/or the OmniCoin Marketplace Platform. There is no assurance that OmniCoin will be able to gain acceptance in the social media, social media marketing, social media software industry. A failure by OmniCoin to develop its brand name would have a material adverse effect on the business, results of operations and value of the OmniCoin Tokens.

6. The regulatory regime governing the blockchain technologies, cryptocurrencies, tokens and token offerings such as OmniBazaar Marketplace Platform and the Tokens is uncertain, and new regulations or policies may materially adversely affect the development of the OmniBazaar Marketplace Platform and the utility of the Tokens. Regulations effecting tokens (including the OmniCoin Token) token offerings such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently are undeveloped and likely to rapidly evolve. Regulations vary significantly among international, federal, state and local jurisdictions and are subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the OmniBazaar Marketplace Platform and the adoption and utility of the Tokens.

## **Investor Qualifications**

### **Non-U.S. Purchaser Eligibility Requirements**

1. Each Purchaser who is a Non-U.S. Person (as defined below) must represent in writing that he, she, or it has satisfied and is in full observance of the laws of such Purchaser's jurisdiction in connection with any invitation to purchase an Omnicoin Token, including (i) the legal requirements within such purchaser's jurisdiction for the purchase of Omnicoin Tokens, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of Omnicoin Tokens. The Purchaser's subscription and payment for, and the Purchaser's continued beneficial ownership of, Omnicoin Tokens will not violate any applicable securities or other laws of such Purchaser's jurisdiction. The term "Non-U.S. Person" (as defined in Rule 902(k)(2) of the Securities Act) means: 1. A discretionary account or similar account (other than an estate or trust) held for the benefit or account of a Non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; 2. A estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if: 1. An executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and 2. The estate is governed by foreign law; 3. Any trust of which any professional fiduciary acting as trustee is a U.S. Person, if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person; 4. An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; 5. An agency or branch of a U.S. Person located outside the United States if: 1. The agency or branch operates for valid business reasons; and 2. The agency or branch is engaged in

the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; 1. The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

There may other purchaser eligibility requirements. It is the responsibility of each purchaser to verify if any of those requirements apply.

The USA PATRIOT Act may apply to determine the eligibility of each purchaser. The USA PATRIOT Act is designed to detect, deter and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all United States brokerage firms have been required to have comprehensive anti-money laundering programs in effect. To help you understand these efforts, Omnicoin wants to provide you with some information about money laundering and Omnicoin efforts to help implement the USA PATRIOT Act. Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering and terrorism. The use of the United States financial system by criminals to facilitate terrorism or other crimes could taint our financial markets. According to the United States State Department, one recent estimate puts the amount of worldwide money laundering activity at \$1 trillion a year.

You should check the Office of Foreign Assets Control (the "OFAC") website at <http://www.treas.gov/ofac> before making the following representations: You represent that the amounts spent by you in this Sale were not and are not directly or indirectly derived from any activities that contravene Federal, state or international laws and regulations, including antimoney laundering laws and regulations. Federal regulations and Executive Orders administered by the OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by the OFAC (the "OFAC Programs") prohibit dealing with individuals or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list: 1. you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with purchasing an Omnicoin Token is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that Omnicoin may not accept any subscription amounts from a prospective purchaser if the purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify Omnicoin should you become

aware of any change in the information set forth in any of these representations. You are advised that, by law, Omnicoin may be obligated to “freeze the account” of any purchaser, either by prohibiting additional subscriptions from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that Omnicoin may also be required to report such action and to disclose such purchaser’s identity to the OFAC; 2. you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or 1. these individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs; 2. nominee in connection with this Sale is a senior foreign political figure (“senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure), or any immediate family member (“Immediate family” of a senior foreign political figure typically includes such figure’s parents, siblings, spouse, children and in-laws) or close associate of a senior foreign political figure (“close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure); and If you are affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to Omnicoin that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate. Omnicoin is entitled to rely upon the accuracy of your representations to each of them. Omnicoin may, but under no circumstances shall it be obligated to, require additional evidence that a prospective Purchaser meets the standards set forth above at any time prior to its acceptance of a prospective Purchaser’s subscription. You are not obligated to supply any information so requested by Omnicoin, but Omnicoin may reject a subscription from you or any person who fails to supply such information.

### **Additional Notices**

This Sale has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required.