

Terms of Service

Last updated 09/12/2018

This document acts as an agreed upon terms of service ("**Terms of Service**", "**Terms**") between you ("**User**") and Nomidman OÜ ("**Company**", "**us**" or "**we**"). You accept these Terms when you use Company's services, or any other features, technologies or functionalities offered by Company through the website www.nomidman.io (including all and any subdomains, collectively, the "**Website**") or through any other means (collectively, "**Services**").

1. DEFINITIONS

- 1.1. The words that are written in the upper case first letter hereinafter is used in the following meanings unless the context indicates a different meaning:
 - 1.1.1. **Nomidman Platform or Platform** means the decentralized online marketplace for e-commerce described in the White Paper and to be developed and deployed by the Company, available at Nomidman.io.
 - 1.1.2. **MANO Token or Token** is the trading token of Nomidman Platform and the token issued during the ICO, which grants the right to receive a larger revenue from the Platform depending on the work contributed, according to the White Paper.
 - 1.1.3. **White Paper** means the document describing, in detail, the Nomidman Platform and MANO Token, as well as other issues related thereto and associated therewith. The latest version is available at www.nomidman.io.
 - 1.1.4. **Nomidman Communication Channels** means the website (www.nomidman.io) and/or other communication platform in which all token holders have obligation to access.
 - 1.1.5. **Dispute** means any dispute, controversy or claim based on, arising out of, relating to or in connection with the Terms, including with respect to the formation, applicability, breach, violation, termination, validity or enforceability hereof.
 - 1.1.6. **Governmental Authority** means any applicable federal, state, provincial, territorial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, ministry, agency or instrumentality, court or tribunal, in each case having jurisdiction with respect to a particular matter.
 - 1.1.7. **Operators** are the agents that provide some Platform services, including but not limited to: translation, Recruiters of new users, shipping agents and dispute managers are not the Platform users.
 - 1.1.8. **Vendors** are the platform users that offer the sale of digital and physical assets and the provision of services.

2. WHITE PAPER. LEGAL STATUS OF TOKENS

- 2.1. Company has the right to amend the White Paper at its sole discretion. Company shall publish a notice of any changes to the White Paper and it is User's responsibility to regularly check the Nomidman communication channels for any such notices. In case of any conflicts between provisions of the White Paper and the Terms, the Terms shall prevail.

- 2.2. MANO Tokens provide the Operator with the right to receive a larger revenue from the Platform based on work contributed and for Vendors to have more visibility in search results as it is described in the White Paper and herein.
- 2.3. MANO Tokens may be tradable outside Nomidman platform on exchange, however, Nomidman has not established Terms with third party exchange as of the date of this Terms.
- 2.4. The MANO Tokens are not a loan, legal tender currency, security, commodity, a swap on a currency or any other kind of financial instrument nor represent neither confer any ownership right or stake, share, or equivalent rights, or any right to receive shares, dividends or participate in the governance, management, intellectual property rights or any other form of participation in the Company.
- 2.5. Company may decide to amend the intended functionality of the Tokens to ensure compliance with any legal or regulatory requirements the Tokens are subject to. Company shall publish a notice of any changes to the functionality of the Tokens and it is User's responsibility to regularly check the Nomidman communication channels for any such notices.

3. REPRESENTATIONS AND WARRANTIES OF USER

User represents and warrants, understands and agrees without any reservation that:

- 3.1. User has read the Terms and the White Paper carefully and in their entirety. User shall not buy MANO Tokens if any of the risks provided in the Terms or in the White Paper are unacceptable.
- 3.2. User cannot hold any claims against Company for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale and purchase of MANO Tokens, including losses associated with the risks set forth in the Terms.
- 3.3. Holding Tokens derived from the Token Sale carries no rights, express or implied, other than the right to stake MANO Tokens as means to increase the personal income from the platform in the case of Operators or to have more visibility in the search results in the platform for Vendors.
- 3.4. Tokens do not represent any ownership right, share or security or equivalent rights, or any right to receive future revenue, shares, dividends or participate in Company management. MANO Tokens do not grant its holder any intellectual property rights or any other form of participation in, or relating to, the Company. MANO Tokens are not security, commodity or any other kind of financial instrument.
- 3.5. User has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, blockchain technology and smart contracts. User 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 the Terms and to assess the risks and implications of purchasing the Tokens.
- 3.6. Company is not responsible for lost MANO Tokens or virtual currencies resulting from actions taken by or omitted by User. User acknowledges and assumes the risks associated, including but not limited to: (i) loss of User's login data to the Platform account and loss of private keys of wallet storing MANO Tokens, (ii) incorrect functioning of Blockchain or Ethereum platform, (iii) cyberattacks and unanticipated regulatory changes by Governmental Authorities.
- 3.7. The blockchain used for the Token smart contracts which create the Tokens is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the

- token smart contract, expected proper execution and sequencing of the Token transactions, and expected proper execution and sequencing of contract computations;
- 3.8. The Tokens will not be offered or distributed to, as well as they will not be resold or otherwise alienated by their holders to the following persons:
 - 3.8.1. citizens of, natural and legal persons or persons acting on their behalf, having their habitual residence, location or their seat of incorporation in the United States of America, Puerto Rico, Northern Mariana Islands, Virgin Islands of the United States, American Samoa, or any other possessions of the United States of America; People's Republic of China; and
 - 3.8.2. citizens of, natural and legal persons or persons acting on their behalf, having their habitual residence, location or their seat of incorporation in any country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become prohibited or restricted at any time after the Terms becomes effective.
 - 3.9. The entering into, and performance of, the Terms will not result in any violation of, and be in conflict with, or constitute a material default under:
 - 3.9.1. any provision of User's corporation documents;
 - 3.9.2. any provision of any judgment, decree or order to which User is a party, by which it is bound, or to which any of its material assets are subject;
 - 3.9.3. any material Terms, obligation, duty or commitment to which User is a party or by which it is bound;
 - 3.9.4. any foreign exchange, anti-money laundering or regulatory restrictions applicable to Token Sale;
 - 3.9.5. any laws, regulations or rules applicable to User.
 - 3.10. The execution and delivery of, and performance under, the Terms require no approval or other action from any Governmental Authority or person other than User.
 - 3.11. There are no actions or investigations, pending or threatened before or by any Governmental Authority against User or any unsatisfied judgment or any open injunction binding upon User which, if determined adversely, could reasonably be expected to have a material adverse effect on the ability of User to enter into, and perform its obligations under, the Terms. If User is a legal entity, User makes the same representations with respect to its directors (or equivalent) and senior executive officers and its affiliates.
 - 3.12. By signing up at the Nomidman Platform and purchasing MANO Tokens, User acknowledges and accepts all legal and other consequences related to Token purchase, including all potential risks, and releases the Company from any responsibility in case of such risks and damages.
 - 3.13. User has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.
 - 3.14. User understands that the value of the Token over time may experience extreme volatility or depreciate in full.
 - 3.15. User agrees and certifies that the User is acquiring Tokens to be able to increase the personal income and have more visibility in the platform and not for investment or financial purposes.
 - 3.16. The funds, including any digital assets, fiat currency or virtual currency, that User uses to purchase the Tokens, are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and User will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

- 3.17. User agrees that if User's country of residence or other circumstances change in such a way that any of the representations and warranties specified in the Terms are no longer accurate, User will immediately cease using the Nomidman Platform.

4. NO COMPANY'S REPRESENTATIONS AND WARRANTIES

- 4.1. User expressly acknowledges, understands and agrees entirely and without any reservation that User is purchasing the Tokens solely at User's own risk and that Tokens are provided, used and acquired on an "as is" and on an "as available" basis without representations, warranties, promises or guarantees whatsoever of any kind. User's decision to purchase the Tokens and enter into the Terms shall be made based on User's own knowledge and information disclosed herein and in White Paper. Additionally, User has conducted to its own satisfaction an independent investigation and verification of the Nomidman Platform and MANO Tokens and shall therefore rely solely on its own examination.
- 4.2. Company does not make any representations or warranties, express or implied, including:
- 4.2.1. any warranties or representations of title;
- 4.2.2. any warranties or representations of merchantability or fitness for a particular purpose with respect to the Nomidman Platform, the Tokens or their utility, or the ability of anyone to purchase or use the Tokens;
- 4.2.3. the suitability, reliability, availability, timeliness, and accuracy of the Platform, the Tokens, information, software, products, services and related graphics on the Platform for any purpose.

5. LIMITATION OF LIABILITY

- 5.1. Company is not liable for any delay or failure to perform any obligation under the Terms where the delay or failure results from any cause beyond Company's reasonable control.
- 5.2. In no circumstances the aggregate joint liability of Company, whether in contract, warrant, tort or for damages of any kind arising out of or related to the Terms will exceed the amount received by Company from User.
- 5.3. Company is not liable for any cryptocurrency exchange rate fluctuation.
- 5.4. Except otherwise provided in the Terms, User will indemnify, defend, hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including, without limitation, fees and expenses of counsel), incurred by Company arising from or relating to:
- (a) Token Sale;
- (b) use of the Tokens;
- (c) User's responsibilities or obligations under the Terms;
- (d) User's breach of the Terms;
- (e) any inaccuracy in any representation or warranty of User;
- (f) User's violation of any rights of any other person or entity; and/or
- (g) any act or omission of User that is negligent, unlawful or constitutes wilful misconduct.
- 5.5. Company reserves the right to exercise sole control over the defence, at User's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in

lieu of, any other indemnities set forth in a written Terms between User and Company, including those provided under the Terms.

- 5.6. Company is not liable for the risks arising from lack of governance rights. Because MANO Tokens confer no governance rights of any kind with respect to the Company and the ownership of the Nomidman Platform, all decisions involving the Nomidman Platform or the Company itself will be made by the Company and the owner of the Nomidman Platform at their sole discretion, including but not limited to, decisions to discontinue the Nomidman Platform, to create and sell more MANO Tokens for use in the Nomidman Platform, or to sell or liquidate the Company. These decisions could adversely affect the Nomidman Platform and the utility of any MANO Tokens User holds.
- 5.7. Company is not liable for risks associated with lack of information. Users may not be able to obtain all information it would want regarding the Company, the Tokens, the Platform, or the MANO Token ICO on a timely basis or at all. It is possible that Users may not be aware on a timely basis of material adverse changes that have occurred. Information may be highly technical by nature. As a result of these difficulties, as well as other uncertainties, Users may not have accurate or accessible information about the Nomidman Platform.

6. FORCE MAJEURE

- 6.1. User understands and agrees that Company shall not be liable in connection with any force majeure event, including 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, strikes, acts or orders of Government Authority, 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.
- 6.2. If an event of force majeure occurs, the Party injured hereto by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances.

7. APPLICABLE LAW AND DISPUTE RESOLUTION

- 7.1. The Terms has been drawn up in accordance with the laws of the Republic of Estonia and the application, interpretation, and termination thereof shall be subject to the laws of the Republic of Estonia, without reference to the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 7.2. If any term, clause or provision of this Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Terms and the invalid condition shall be replaced by a valid condition as close as possible to the outcome and the detail of the replaced condition.
- 7.3. Any Disputes arising from the performance of the Terms shall be settled through negotiations. If the Parties fail to resolve the Dispute through negotiation, the Disputes shall be settled by Harju Maakohus (Harju County Court), pursuant to the procedure provided by the law of the Republic of Estonia.

8. TERMINATION OF TERMS

- 8.1. We may terminate or suspend access to our Website or Services without prior notice or liability for any reason whatsoever, including but not limited to:

- 8.1.1. User breaches this Terms;
- 8.1.2. Company is required so by valid court order, or binding order of a Governmental Authority;
- 8.1.3. User fails to comply with any applicable laws, directives, rules and/or regulations or User is or becomes a person falling under Article 3.8. and/or 3.9. of the Terms;
- 8.2. Upon termination or expiration of this Terms provisions related to limitation of Company's liability shall survive and apply, including, but not limited to, subdivisions 5 and 6 of this Terms.

9. MISCELLANEOUS

- 9.1. All Terms, notices, disclosures and other communications that the Party provides to the other Party pursuant to this Terms may be provided by the Party in electronic form.
- 9.2. The headlines of the articles contained in the Terms are used for convenience and do not affect the meaning of the Terms, or interpretation thereof.
- 9.3. This Terms sets forth the entire understanding between User and Company with respect to the access of the Website and Services. User agrees to rely only on this Terms alone. This Terms supersedes any previous statements about the use of the Website and Services made by the Company or individuals associated with the Company.