

OFC - Terms IPO

1. INTRODUCTION

1.1. This website/software/platform is owned/maintained by "the Company"/ "The Company", and provided exclusively to OneLife Network and OneCoin, hereto referred as to ("Service utilizer") as a service, subject to the Terms of Use below. The platform is designed as a means for Users to accept or reject "OFCs" (Option for Future Certificate) whereby the User may instruct the Company to convert OneCoins to OFCs.

1.2. The user of the website and the facilities provided acknowledges acceptance and understanding of these Terms of Use.

1.3. The present Terms of Use (the "Terms") explain all conditions and govern the usage of the present website and services displayed/provided.

1.4. The Terms are valid and legally binding agreement. We recommend that each User read the Terms carefully. By accessing the website and using the services provided, the User agrees to be bound by these Terms and acknowledges that he/she has carefully read, understood and accepted them.

1.5. Users agree and accept that for the purposes of usage of the displayed services, the User's information will be collected in terms of relevant law. By accepting these Terms and usage of the facilities hereto provided, the User agrees and accepts such.

1.6. These Terms apply to all Users accessing the website and/or using the services. The User warrants that they have the necessary legal authority and standing to enter into arrangements.

1.7. By visiting the present website and using the hereto provided facilities/ options, the User warrants that they are the legal owner or custodian with the necessary capacity of any OneCoin to enter into the arrangements envisaged. PLEASE NOTE THAT THE PROVIDED OFFERS ARE NOT TO BE READ, UNDERSTOOD AND/OR ACCEPTED/CONSIDERED TO BE LEGAL AND/OR INVESTMENT INSTRUMENT/OPTION AND/OR ADVICE.

2. DEFINITIONS

PLEASE NOTE THAT ANY AND ALL TERMS AND DEFINITIONS HERETO DISPLAYED AND SUBSEQUENTLY USED ARE FOR INFORMATIONAL/INDICATIVE/EXPLANATORY/CLARIFICATION PURPOSES ONLY.

2.1 OFC (an Option for Future Certificate) – a possibility provided free of charge for the members of OneLife Network and users of OneCoin, contingent ONLY upon the Company meeting a

OFC - Terms ICO

The present document refers to a "PROGRAM" referring to a smart contract code that will be executed to provide OFCs through the present offering.

"OFC" refers to OFC token, which will be provided to the participants.

THE PROGRAM, INCLUDING THE "OFC" IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH THE PARTICIPANTS.

IN NO EVENT GOLDEN GATE INVESTMENTS LLC, SHALL BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN TORT, IN ACTION OF CONTRACT OR OTHERWISE, ARISING FROM, OUT OF, OR IN CONNECTION WITH THE SOFTWARE OR OFC, OR THE USE OF OTHER DEALINGS IN THE SOFTWARE OR OFC.

THE PRESENT TERMS AND CONDITIONS ARE NOT IN ANY WAY A SOLICITATION FOR INVESTMENT AND DOES NOT IN ANY WAY PERTAIN TO AN OFFERING OF SECURITIES AND/OR ANY OTHER TYPE OF INVESTMENT INSTRUMENTS IN ANY JURISDICTION.

PARTICIPATION IN THE PRESENT OFFERING IS NOT TIED/RELATED TO ADDITIONAL PURCHASES OF ANY OTHER TYPES OF SERVICES AND/OR PRODUCTS AVAILABLE. ANY PARTICIPANT ACTS ON ITS OWN RESPONSIBILITY AND FREE WILL. THE PRESENT DOCUMENT DESCRIBES THE GGI OFFERING IN WHICH OFC PACKAGES ARE SOLD. DO NOT PARTICIPATE IF YOU ARE NOT AN EXPERT IN DEALINGS WITH CRYPTOGRAPHIC UNITS AND BLOCKCHAIN BASED SYSTEMS.

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS. BY PARTICIPATING IN THE OFFERING, PARTICIPANTS CONFIRM THAT FULLY UNDERSTAND AND ACCEPT THEM ALL:

The GGI offering performed will not include or in any other way involve issuance of any currency, securities (whether equity securities or otherwise) or other kind of investment certificates and/or instruments. The OFCs to be sold during the offering are merely cryptographic units, that enable the usage of and interactions with services enabled, if successfully completed and deployed. Such OFCs are not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and do not necessarily

number of objectives and in accordance with an irrevocable instruction from the User to do so, as a recognition, allowing them in future and according to the hereto stated terms and conditions, to benefit from it.

2.2. OFC evaluation – a predetermined (potential/projective) evaluation/value calculated by the time of occurrence of the specific circumstances under which the OFCs are issued and valid to the time of occurrence.

PLEASE NOTE THAT THE OFCs CAN BE POTENTIALLY VALUED ONLY UPON THE OCCURRENCE OF THE HERETO SPECIFIED CIRCUMSTANCES AND/OR ENFORCEMENT CONDITIONS.

2.3. KYC/KYB - 'Know Your Customer' / 'Know Your Business' is the procedure to identify and verify the identity of the active Platform Users. The objective behind the necessity for these procedures is for the Company to ensure compliance with anti-terror financing and anti-money laundering regulations in readiness to cooperate in inquiries, required by the respective country's legislature or law enforcement.

2.4. PROVIDER – The Company, which owns and maintains/provides the present platform;

2.5. PLATFORM – This website, together with all supplementary web pages granting access to accounts and User's information, including transaction history and procedures.

2.6. USER – any person using the hereto provided facilities, different from the SERVICE UTILIZERS;

2.7. SERVICE UTILIZER – Companies using the present platform and the services provided by the Company;

2.8. REGISTRATION INFORMATION/ REGISTRATION DATA - All input and User data provided by the Users of the Platform upon registration of the User;

2.9. CONFIDENTIAL INFORMATION - shall have the meaning as described in 13.2. in the present Terms of Use.

3. LINKED SERVICES/PRODUCTS

3.1. For security reasons, Users are obliged not to divulge their account log-in information, password or other account information. Users may not misrepresent their identity or affiliation with any person or entity, including using another person's username, password and/or other account information, another person's name, likeness, voice, image or photograph.

3.2. Users are solely responsible for maintaining the confidentiality of their account, password or other account information and for any activity that occurs on their account, and must keep their account password secure.

3.3. In case of any security breach or unauthorized

have market price. Furthermore, the OFC do not stand for any sort of investment contract for all intents and purposes. Individuals shall not participate in the GGI offering with a view to investment or speculation or in pursuit of any profit.

Participants' payments of/with Bitcoin and/or Ethereum for purchasing the OFCs will be non-refundable. No refunds will be made to purchasers of OFCs should they change their mind at a later time, as the creation of the OFCs is locked in.

Participating in the offering the participants explicitly declare that a full consideration of the risk factors, including, but not limited to the volatility of the cryptocurrency prices, risks of systemic failure, risks of code failure, bugs and other unforeseeable events.

In case a Participant sends Ethereum from a wallet where the participant does not possess the control private key for, then the Participant can not claim OFCs and a new ones can not be generated.

Prior to making any payment the Participant must keep attending the website www.onecoinico.io for information as may be posted on the website from time to time. Any Participant will be deemed to have accepted such changes by purchasing the OFC.

Anything related to the GGI offering or the OFC packages could be updated, changed or modified at such time and in such manner as the GOLDEN GATE INVESTMENTS LLC may think appropriate. The force majeure clauses/cases are hereby incorporated, where GOLDEN GATE INVESTMENTS LLC is not and will not be liable in any way for failure to perform due to, but not limited to:

1. Unavoidable casualty;
2. Delays in delivery of materials;
3. Embargoes;
4. Government orders;
5. Acts of civil and/or military authorities;
6. Acts by common carriers;
7. Emergency conditions (including weather conditions);
8. Or any other similar unforeseen event that renders performance commercially implausible;

In the event of force majeure, the party injured by the other's inability to perform may select to suspend this agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize

use of specific account or any other breach of security, Users must notify the company immediately. Users are solely liable for any use of their account or password, including without limitation, our losses due to any unauthorized use of their account. The Company is not liable for any losses incurred by the Users or anyone on their behalf and caused due to any unauthorized use of their account.

3.4. Users are obliged to notify the Company immediately of any unauthorized use of their account, password or other account information.

4. INTERACTION WITH OTHER USERS

4.1. Users are solely responsible for all and any interaction with other Users. The Company reserves the right, but has no obligation to monitor any disputes between Users. Users are solely responsible for their interaction with other Users and the Company is not and can't be held liable for any such interaction or any actions of its Users.

5. CHANGES TO THE SERVICES

5.1. The Company continually inovates and seeks ways to provide Users with new and innovative features and services. Therefore, changes to the services provided hereto may take place at any time without prior notice. The Company may stop providing the services or features of those generally, or to create usage limits for certain services. The Company may permanently, or temporarily, terminate or suspend access to the services or features of those without prior notice and liability for any reason, and at its own discretion, if the User is found or suspected of having violated any of the provisions stipulated hereto. Upon termination, Users continue to be bound by the terms and conditions,. Any changes and/or modification shall be of immediate effect, unless otherwise required by law.

6. WEBSITE AND SERVICE AVAILABILITY NOTICE

6.1. The availability and functionality of the ebsite and services provided are dependant upon certain requirements, including software, hardware and communication services that may be provided by third parties and therefore outside of the control of the Provider

6.2. The Company does not warrant that the website and services will be available and will operate without disruption, errors or interruptions, or that they will be accessible or available at all times, or protected from errors or unauthorized access.

6.3. The Company reserves the right at any time, without notice, to: (1) modify, suspend or terminate the operation of or access to the website, services and/or content or any portion

the impact of the force majeure on the injured party.

If any clause of the hereto displayed provisions is held lawful, void or unenforceable this clause or provision will be severable from the present Terms and Conditions and will not affect the validity and/or enforceability of any remaining part of them, clause and/or provision of the present Terms and Conditions.

By using Bitcoin and/or Ethereum to purchase the OFC packages, Participants represent and warrant that:

1. The Participant have read all the Terms and Conditions;
2. Acknowledge and agree that there are risks associated with the purchase, owning and using OFCs, including, but not limited to the above listed;
3. The Participant have sufficient understanding of technical and business matters, cryptographic units, units storage tools, such as wallets and blockchain technology to understand the present Terms and Conditions and to appreciate the risks and implications of participation in such offerings;
4. The Participant is well informed about the PROGRAM and the OFC and therefore able to take independent informed decisions;
5. The Participant understands that the OFCs to be sold during the GGI offering are merely cryptographic units, that enable the usage of and interactions with services enabled, if successfully completed and deployed. Such OFCs are not redeemable, associated with any kind of financial return or backed by any underlying asset or repurchase commitment and not necessarily have market price;
6. The Participants are purchasing the OFCs solely for the services of the PROGRAM if and when completed;
7. The Participants fully understand that OFCs used in the offering DOES NOT CONSTITUTE ANY EQUITY, SECURITY AND/OR ASSET OF ANY FORM OR KIND;
8. The Participants have researched the relevant laws and regulations of purchasing tokens in their jurisdiction/place of residence and are sure that the purchase of the OFC is lawful;
9. By using/participating in the PROGRAM the Participants fully agree to these Terms

thereof, for any reason; (2) modify or change the website, services and/or content or any portion thereof, and any applicable policies or terms related thereto; and (3) interrupt the operation of the website, services and/or content, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

7. ENFORCEMENT CONDITIONS/PERIOD

7.1 ELIGIBILITY - KYC (KNOW – YOUR-CLIENT/CUSTOMER) / KYB (KNOW-YOUR-BUSINESS) POLICY

7.1.1. The Company is required to ascertain the identity of its Users.

7.1.2. The Users are obliged to submit to any requests from the Company whenever the Company may feel it is necessary, at its own discretion, to be satisfied as to the identity of a User.

7.1.3. The Company reserves the right to initiate this process as frequently as it deems necessary.

7.1.4. The Company reserves the right to terminate any relationship in the event of non-compliance with the hereto stated terms, conditions, eligibility criteria and other violations. The User consents to any forfeiture to the Company in the event of this occurrence.

8. ENFORCEMENT PERIOD LIMITATION

8.1. The presentation and acquisition of OFCs shall be performed/governed in accordance with the announced development plans of the Companies (service utilizers) ONLY, when/in the case of listing of the Companies using the hereto presented facilities on a certified public exchange.

8.2. The enforcement period of the provided OFCs may be limited/amended according to the Companies' strategies and all and any amendments are at their own discretions.

8.3. In the following instances, which are not limited, including breach of law, violation of the KYB and KYC procedures, breach of Terms of Use or any adverse act or omission impacting the Company directly or indirectly, the Company may unilaterally, and without notice, withdraw, in whole or in part, an OFC or OFCs and return the OneCoins to the User at the same value at which they were acquired.

9. FUNCTIONALITY NOTIFICATIONS/THE NATURE OF THE OFC

9.1. The hereto presented OFCs by their legal nature:

9.1.1. Are to serve within the Companies using the hereto provided facilities as/for RECOGNITION purposes ONLY;

9.1.2. Are NOT to be dispersed outside the OneLife

and Conditions. In case of any objections, doubts and or uncertainty of any kind the Participants must immediately remove such software and programs from their devices and terminate usage of any part of THE PROGRAM and/or its components and/or accompanying services available directly and/or indirectly;

TAXATION AND TAXATION RELATED TO THE OFFERING

The Participants bear the sole responsibility to determine if the purchase of the OFCs and the participation in the GGI offering has tax implications for the Participants in their home jurisdiction. By purchasing the OFCs and to the extent permitted by the laws, the Participants agree to not hold the GOLDEN GATE INVESTMENTS LLC liable for any tax liability associated with or arising from the purchase of the OFCs.

PRIVACY

Although the required proof of identity for AML/ CFT and KYC purposes, GOLDEN GATE INVESTMENTS LLC will not publish any identifying information related to THE PROGRAM, without the prior written consent of the Participant. Participants may be contacted by email by GOLDEN GATE INVESTMENTS LLC regarding the purchase. Such emails will be informational only. No information will be requested by the Participants in an email.

COOPERATION WITH LEGAL AUTHORITIES

GOLDEN GATE INVESTMENTS LLC will cooperate with all law enforcement enquiries and/or requests provided that they are fully supported and documented by the law in the relevant jurisdictions. In accordance with one of GOLDEN GATE INVESTMENTS LLC core principles of the project – transparency – the Company will publish any legal enquiries upon receipt.

COMPLETE AGREEMENT

The Participants and GOLDEN GATE INVESTMENTS LLC declare and agree that the hereto set terms and conditions form the entire agreement between them in relation to the offering. For facts relating to the PROGRAM the Participants agree to rely only on the present Terms and Conditions and the White Paper determining the decisions taken and understand that these documents govern all relationship in connection with the PROGRAM and supersede any public statements about the GGI offering made by third parties and/or by GOLDEN GATE INVESTMENTS LLC made previously.

Network;

9.1.3. Are NOT a financial instrument or an equivalent;

9.1.4. CANNOT to be inherited. OFCs obtained by deceased Users shall be treated as per the provisions under point 9.1.17 below.

9.1.5. Are NOT available outside the OneLife Network;

9.1.6. Are NOT allowed to be transferred outside of the OneLife Network;

9.1.7. Hold NO monetary value;

9.1.8. Are NOT an asset;

9.1.9. Do NOT constitute rights conferring the ability to vote, buy-back and/or hold an instrument of investment and/ or ownership verification document (share), including any derivative rights, such as dividends;

9.1.10. Are ONLY accessible on the independent platform (www.onecoinofc.com) provided through the OneLife Network official website as hereto stated – www.onelife.eu;

PLEASE NOTE THAT ANY OTHER, DIFFERENT FROM THE ABOVE DISPLAYED WEBSITES ARE NOT CREATED, MAINTAINED AND/OR IN ANY OTHER WAY RELATED TO THE COMPANY AND/OR THE COMPANIES USING THE HERETO PROVIDED FACILITIES.

9.1.11. Are NOT a guarantee of income;

9.1.12. May ONLY be converted against ONE;

9.1.13. CANNOT constitute security or collateral for a loan;

9.1.14. Can ONLY be transferred between KYC/KYB approved Users;

PLEASE NOTE THAT ALL AND ANY VIOLATION OF THE ABOVE STIPULATED CONSIDERATIONS SHALL LEAD TO IMMEDIATE TERMINATION OF THE VALIDITY OF THE OFCs ACQUIRED AND LIABILITY ACCORDING TO THE TERMS AND CONDITIONS APPLICABLE IN RESPECT TO THE COMPANIES.

9.1.15. The Company/ies may unilaterally at any time withdraw, and at its own discretion, in whole or in part, a OFC or OFCs and return the OneCoins to the User at the same value at which they were acquired.

9.1.16. A User's request for OFC/OFCs is irrevocable.

9.1.17. If a User passes away during the period of the issuance of the OFCs and the potential listing of the company, the Company will, to the best of its ability, and upon instruction by a legitimately appointed representative of the User's estate, convert the OFCs back to OneCoins at the rate that the request was entered into.

10. UPDATES

10.1. The Company reserves the right to

update/modify these Terms of Use if, and when, such action is deemed necessary. When modifications of these Terms are performed the “last updated” date at the bottom of this page will be displayed. Continued use of this website and services provided means that the User has accepted the modified version of these Terms, therefore we recommend to Users to regularly review these Terms.

10.2. In case of non-acceptance of the modifications to these Terms, or any future terms, please discontinue usage of this website and terminate the usage of the services hereto provided according to the termination procedure herein displayed.

11. NOTIFICATION

11.1. The Company may provide notifications, whether such notifications are required by law or are for other purposes, to its Users via email notice, “push” notification on your mobile device, written or hard copy notice, or through posting of such notice, as determined by the Company in its sole discretion.

12. TERMINATION NOTICE

12.1. The Company may limit, suspend or terminate Users’ ability to access the website and/or any areas of the website, access to services or any content provided on or through the website, at its own discretion, immediately, and/or limit, suspend or terminate any future access, with or without cause for the Users’ apparent or proven failure to fully comply with these Terms and/or the applicable Additional Terms. Users agree that the Company shall not be liable for any third party for any limitation, suspension or termination of access or use of the present website, services or any content.

13. NON-DISCLOSURE POLICY

13.1. By entering the present website and using the hereto provided services Users explicitly agree and acknowledge being obliged to keep all information to which they have been granted access strictly confidential during the usage of the provided services and within a two year period after termination of the usage. Confidential Information shall have the meaning under 13.2.

13.2. The content of the present website, including all texts, graphics, images, videos, explanations, tables, calculations, documents uploaded. In addition to the above Confidential Information by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current

participants in programs of the Company, and information relating to transactional procedures or any past, present or future exchange by whichever means of communication on the OFC offer are Confidential Information as per paragraph 13.1.

13.3. By entering the present website and using the services hereto provided Users agree, are obliged and undertake :

13.3.1. To protect Confidential Information with the utmost care and to prevent such information being made available to third parties and to prevent t

13.3.2. ALL AND ANY VIOLATIONS OF THE ABOVE SHALL LEAD TO IMMEDIATE TERMINATION OF THE VALIDITY OF THE OFCs ACQUIRED AND RESULT IN THE OCCURRING OF THE LIABILITIES DESCRIBED RESULINCURE THE LIABILITIES.

14. LIMITATION OF LIABILITY

14.1. THE COMPANY, ITS EMPLOYEES, AGENTS AND ASSOCIATES ARE HELD HARMLESS AGAINST ANY OCCURRENCE IMPACTING THE USER AS A RESULT OF THE USE OR ASSOCIATION WITH THIS PLATFORM OR OFCs GENERALLY, DIRECTLY OR INDIRECTLY AND AS A RESULT OF AN ACTION, OMISSION OR NEGLIGENCE.

15. INDEMNITY NOTICE

15.1. Users agree to defend, indemnify and hold the Company along with its subsidiaries, agents, affiliates, vendors, officers and employees harmless, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees and cost).

16. DISPUTE RESOLUTION

16.1. BINDING ARBITRATION

The Parties will act to amicably resolve questions and differences concerning structure, interpretation and effects of these Terms of Use and other related to them questions or the subject-matter of the latter. In case a dispute cannot be resolved in an amicable manner, all and any disputes arising from and in relation to the present Terms of Use, including those arising from or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in these Terms of Use or its adaptation to newly established facts, shall be resolved by binding arbitration under the Arbitration Rules of the Arbitration Court at the place of registration of the Company, which are deemed to be incorporated by reference into this clause and shall specifically include the following:

16.1.1. The number of arbitrators shall be three.

16.1.2. The language to be used in the arbitral proceedings shall be English. Any documentation

not presented in English shall be translated into English at the expense of the party submitting them.

16.1.3. Without prejudice to it, the above does not prevent/restrict implementation of any other mandatory rules of the country or EU Member State where the User has his/her usual place of residence.

17. CLASS ACTION WAIVER

17.1. The parties waive any right to participate in any class action arising from the use of the Platform or actions of its Company's and agents.

Last amendment – 24/01/2017