

ON1ON² - TERMS OF USE

Last updated: March 21, 2022

1. INTRODUCTION

Welcome to ON1ON²!

We hope you enjoy using the Services offered by ON1ON Squared Limited ("we", "our" or "us"), a company incorporated in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").

We provide various Services, including the ON1ON² wallet for digital assets, including non-fungible tokens (NFTs) and selected cryptocurrencies designated by us at our sole discretion from time to time ("Digital Assets") (the "Wallet") – a self-hosted wallet that enables you to store and transfer certain Digital Assets implemented using smart contracts.

We welcome your feedback. Please send any comments, questions, concerns, or suggestions to us via email at: cs@on1on-wallet.com

2. THESE TERMS AND OUR SERVICES

These Terms of Use (the "Terms") govern your access to and use of the following services offered by us (collectively, our "Services"):

- the Wallet; and
- the ON1ON² website (located at <https://www.on1on-wallet.com/>) (the "Website").

Further details regarding our Services (including instructions and requirements of use) are set out in these Terms.

Please carefully review these Terms. **By using our Services, you agree to these Terms. If you do not agree to these Terms, please do not use the Services.**

To be eligible to use the Wallet, you must be at least eighteen (18) years old and be able to form legally binding contracts.

You may only use our Services in accordance with (and if permitted by) the applicable laws in your jurisdiction.

If you are using our Services on behalf of a company, you agree to these Terms on behalf of your company.

Additional Terms

There may be additional terms and policies that are applicable to your use of our Services, including terms that are applicable only to certain Services (the "Additional Terms"). All Additional Terms form part of and are incorporated into these Terms. We will notify you of the Additional Terms from time to time, including the following and any others as informed to you from time to time:

- Our Privacy Policy, which sets out how we will collect, use, and store any personal information that is provided to us.

Changes to these Terms

We may make changes to these Terms at any time and for any reason. Please review these Terms regularly.

Where any such changes are (in our opinion) material, we will notify you prior to such changes becoming effective.

By continuing to use our Services after we make any changes to these Terms, you agree to the revised Terms.

Changes to, suspension of or termination of our Services

We may at any time and for any reason:

- **add, change, or remove features within our Services (including imposing or varying the charges for our Services); and/or**
- **suspend, discontinue, or terminate any or all of our Services.**

Where we suspend, discontinue, or terminate our Services, we will (except to the extent made not reasonably practicable by applicable laws) notify you prior to such action becoming effective.

3. CREATION OF YOUR WALLET AND YOUR RESPONSIBILITY FOR YOUR USE OF OUR SERVICES

In order to use the Wallet, you will need to create it on our Website or via our licensee's or partner's platform.

You agree to, in relation to your use of the Services (including your creation of an account or Wallet with us):

- provide accurate, current, and complete information about yourself or otherwise as requested or required by us;
- protect your account's and Wallet's security, including by not sharing the private key of your Wallet; and
- not create more than one account or Wallet with us, or create another account or Wallet if we have disabled your prior account or Wallet.

You are solely responsible for your use of our Services, including any transactions submitted or conducted using your Wallet. If you suspect that your Wallet or account with us has been compromised, please notify us immediately via cs@on1on-wallet.com. Unless and until we have received such proper notification from you, we will consider all use of your Wallet and our Services as being by you.

We may require you to provide additional information and documents at the request of any competent authority, or in case of application of any applicable law or regulation, including laws related to money-laundering of funds obtained by criminal means, or for counteracting the financing of terrorism. We may also require you to provide additional information and documents where we have reasons to believe that:

- your Wallet is being used for money laundering or any other illegal activity; or
- you have concealed or reported false identification information or other details.

In these instances, we may (in our sole discretion) disable or close your account or terminate your right to use your Wallet.

4. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in and to our Services (including any software for our Services and any content included within our Services) will continue to be owned or controlled by us and our licensors. Except as

expressly provided in these Terms or as otherwise consented to by us in writing, you have no right to use our intellectual property rights (including our logos, trademarks, and other distinctive brand features).

We grant you a limited, personal, non-commercial, non-exclusive, non-transferable, and revocable license to use our Services, in accordance with and subject to these Terms and any other instructions as provided by us to you in relation to such use.

You may not copy, modify, create derivative works from, reverse compile, reverse engineer, or extract source codes from our Services, and you may not sell, distribute, redistribute, or sublicense our Services, except in each case to the extent that we may not prohibit you from doing so under applicable laws or regulations or you have our prior written consent to do so.

You may submit information to us from time to time via our Services. Where you do so, you grant us a non-exclusive, worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process such information for the purposes of:

- providing our Services to you;
- improving our Services; and
- marketing us and our Services.

We may transfer or disclose information about you (including any information that you submitted to us or our information regarding your usage of our Services) to:

- our employees and any third parties providing services to us in the operation of our business, including agents, contractors, and service providers;
- any of our affiliated companies;
- other users of our Services;
- any persons under a duty of confidentiality to us who need the information for their duties (including auditors and advisors);
- persons with whom we are legally required to share information in or outside of Hong Kong, including the government, regulatory authorities, and law enforcement bodies; and
- respond to a request that we are required to respond to pursuant to applicable laws.

5. ACCEPTABLE USE OF OUR SERVICES

We aim to ensure that you and others enjoy, and that good behaviour applies to, using our Services.

You may only use our Services if and to the extent permitted by, and in accordance with, all applicable laws and regulations. In addition, you may not:

- use our Services in contravention of any applicable laws or regulations;
- use our Services to pay for, support, or otherwise engage in any illegal activities;
- use or attempt to use another user's Wallet or account, or use our Services in any manner that could interfere, disrupt, negatively affect, or inhibit other users from fully enjoying them;
- distribute any virus or other harmful computer code through our Services;
- take any action that may impose an unreasonable or disproportionately large load on our or any of our third party providers' infrastructure; or
- bypass, circumvent, or attempt to bypass or circumvent any measures that we may adopt to prevent or restrict access to our Services, including other accounts, computer systems, or networks connected to our Services.

6. YOUR WALLET AND ITS SECURITY

When you create a Wallet, we:

- allow you to access your Wallet via our Website or via our licensee's or partner's platform.

After your Wallet is created, it belongs to you. We will continue to own and control our Website with which you can use to access your Wallet.

You are solely responsible for maintaining the privacy and security of your Wallet – including your Wallet's password, encrypted and unencrypted private keys, and the mnemonic (backup) phrase associated with your Wallet – and ensuring that you have a secured backup of all such information. Failure to do so may result in you losing access to and/or control of your Wallet and any Digital Assets stored within your Wallet (as further detailed in Section 12).

We recommend that you take security measures to protect your Wallet. Such measures may include:

- creating a strong password that you do not use for any other website or online service; and

7. SUBMITTING TRANSACTIONS WITH YOUR WALLET

You may use your Wallet to send and receive Digital Assets by submitting transactions within it. We will use reasonable efforts to complete the transactions that you submit to us, but cannot guarantee that any such transactions will be completed, as further detailed below.

We do not store, send, or receive any Digital Assets. Any transfer of Digital Assets occurs on the public blockchain for such Digital Assets and not on a network owned, controlled or operated by us.

All proposed Digital Asset transactions must be confirmed and recorded in the public blockchain associated with such Digital Assets, before they can be completed. Such public blockchains are decentralised, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We will use reasonable efforts to ensure, but cannot guarantee, that any transactions you submit via your Wallet will be confirmed and processed on the relevant public blockchain. By using our Services, you acknowledge and agree that the transactions you submit may not be completed, or may be substantially delayed, by the relevant public blockchain for such Digital Assets.

Once you have submitted a transaction to us via the Wallet, you cannot cancel or otherwise modify that submitted transaction. We have no control over any public blockchain for Digital Assets and cannot facilitate any cancellation or modification requests.

You acknowledge and agree that we are not responsible for any errors or omissions that you (or the relevant public blockchain) make in connection with any Digital Asset transactions submitted via your Wallet. Please carefully review your transaction details before attempting to transfer any Digital Assets using your Wallet.

The Wallets that we provide are compatible with Digital Assets created on the Ethereum public blockchain and enable us to offer you the ability to store, view, send and receive Digital Assets that were implemented using the Ethereum public blockchain. This may change in the future as we change our Services.

8. PAYMENT AND FEES

We currently do not charge any fees for our Services, but reserve the right to do so in the future. If we do so, any applicable terms and fees will be displayed prior to you using any Service to which a fee applies. You must comply with all such terms (and pay all such fees) in relation to any such Service.

You are responsible for any taxes that apply to transactions submitted via your Wallet and for reporting and remitting the correct tax amount to the appropriate tax authority. We are not responsible for determining whether any taxes apply to, or for reporting, collecting, withholding, or remitting any taxes arising from, transactions that you have submitted via your Wallet.

You may need, and are solely responsible for, an Internet connection and the required equipment and software in order to use the Services.

We may from time to time engage third-party payment partners or service providers ("**Payment Service Partners**") to provide payment processing services in connection with our Services (including without limitation the fiat top-up service). By using our Services, you agree that our Payment Service Partners may handle and process your payment instructions, and agree to provide such information and documents as reasonably requested by our Payment Service Partners as they consider necessary or desirable for the purposes of processing your payment instructions (including without limitation for conducting KYC checks or verifying the source of funds). You also acknowledge that you will be required to accept the applicable terms and conditions of the relevant Payment Service Partner in order to make a payment instruction.

9. WARRANTIES AND DISCLAIMERS

We warrant to you that we will provide our Services using reasonable care and skill.

Apart from this warranty, to the extent permitted by applicable laws and regulations, our Services (including your Wallet) are provided on an "as is" and "as available" basis, and neither we nor any of our affiliated companies make any representation or warranty or give any undertaking in relation to our Services, including any representation, warranty or undertaking that our Services:

- will be uninterrupted, secure, or error-free or free from viruses;
- will be compatible with your device; or
- will be of merchantable quality, fit for a particular purpose or not infringe the intellectual property rights of any person.

You assume sole responsibility and liability for the use of our Services and for conclusions drawn from such use. We will have no liability to you for any damage caused by errors or omissions in any information or instructions provided to us by you in connection with our Services, or any actions taken by us at your direction.

To the extent permitted by applicable laws and regulations, you waive any and all implied representations, warranties, and undertakings.

10. LIMITATIONS OF LIABILITY

Any risks, costs and damages associated with your use of our Services (including your Wallet) will be wholly assumed by you. We are not liable for any loss resulting from your use of our Services (including your Wallet), including any losses caused by:

- any malfunction or failure of hardware, software, and/or connectivity;
- your improper or unauthorised use of the Services;

- your errors in your use of the Services (e.g., forgotten passwords, incorrectly constructed transfers, or mistyped wallet addresses);
- your use of the Services in breach of these Terms;
- unauthorised access to, or use of, your Wallet and/or private key;
- unauthorised third party activities (e.g., use of viruses, phishing, brute forcing, or other means of attack against us);
- the risk of unknown vulnerabilities in, or unanticipated changes to, any public blockchains or third party networks; and
- any reasons beyond our reasonable control or predictability.

We are not liable for:

- any indirect, special, consequential, exemplary, or punitive damages or losses, even if the damages or losses were reasonably foreseeable or where we were aware of the possibility of the damages or losses; and
- any loss of content or data (including any Digital Assets), or any incomplete transactions using your Wallet.

In any event, our total liability towards you under or in relation to these Terms or our Services is capped at the higher of:

- US\$100; and
- the total amount of fees you have paid us for the use of the relevant Service in the 30 days prior to the first date of the event in relation to which the relevant liability arose.

Nothing in these Terms limits or excludes our liability in respect of any fraud, personal injury or any other liability that cannot be waived, limited, or excluded under applicable laws.

11. INDEMNITY

To the extent permitted by applicable law, you agree to indemnify us and our affiliated companies from and against any and all claims, actions, proceedings, losses, damages, expenses, and costs (including our legal fees) arising from:

- your use of and access to our Services;
- your breach of these Terms; or
- your breach of any applicable laws or regulations or the rights of any third party (including without limitation a claim by any of our Payment Service Partners for your breach of its terms and conditions).

12. TERMINATION

We may terminate these Terms and/or our Services at any time for any reason, upon notice to you (provided that such notice is reasonably practicable under applicable laws).

If you do not wish for these Terms to apply to you, please immediately cease using our Services and notify us at cs@on1on-wallet.com

Upon termination of these Terms and/or our Services or if you have notified us in accordance with the preceding paragraph, all of your rights under these Terms will terminate, but all of your obligations owed to us and all of our rights against you accrued prior to such termination date shall remain in full force and effect.

Backup of your information

If these Terms and/or our Services are terminated by us or you have notified us that you do not wish for these Terms to apply to you:

- You will no longer have access to your Wallet via our Website or our licensee's or partner's platform; and
- we will work with you on an arrangement to transfer all Digital Assets in your Wallet to another service provider.

Other than as set out above, we will only retain any information that you provided to us under these Terms in accordance with these Terms and applicable laws and, to the extent any personal information of yours was submitted, in accordance with our Privacy Policy.

13. GENERAL

Failure to exercise or delay in exercising a right or remedy under these Terms does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

Except as otherwise expressly set out in these Terms, nothing in these Terms (express or implied) is intended to confer rights, benefits, remedies, obligations, or liabilities on any person (including any employees of the parties) or permit any party to enforce any provisions of these Terms, other than the parties or their respective successors or permitted assigns.

Any term of these Terms which is determined wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms is not affected.

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms to any third party, with or without notice to you. These Terms are personal to you and you may not transfer or assign them to any third party without our prior written consent.

These Terms set forth the entire understanding and agreement as to its subject matter and supersedes any and all prior discussions, agreements, and understandings of any kind (including any prior versions of these Terms) between you and us.

By using our Services, you agree to receive electronic communications from us, which may include notices about your Wallet and form part of your relationship with us. You agree that any notices, agreements, disclosures of other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. We may send such electronic communications to you via your Wallet on our Website or our licensee's or partner's platform or to your email address that you have provided to us.

Any notices that you send to us must be sent to: cs@on1on-wallet.com

14. GOVERNING LAW

These Terms are governed by, and will be construed in accordance with, the laws of the Hong Kong.

You agree that any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to them will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration will be Hong Kong. The arbitral tribunal will be composed of one arbitrator. The claimant and the respondent will designate the arbitrator, within 30 days of the receipt by the respondent of a copy of the Notice of Arbitration. If the claimant and the respondent fail to designate the arbitrator in accordance with the above, the appointment will be made, upon request by a party to the proceedings, by the HKIAC. The arbitration proceedings will be conducted in English. The decisions and awards of the arbitral tribunal will be final and binding and will be enforceable in any court of competent jurisdiction.