



**ONPLACE INC.**

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# **Terms & Conditions**

V0.4 ARP. 2017

Please read carefully these Terms and Conditions (hereinafter - the "Terms") before using a website investments.onplace.io and onplace.io (hereinafter - the "Website"), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability.

If you want to participate in the upcoming OnPlace Initial Coin Offering (hereinafter - the "ICO"), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or buy OPL Tokens.

# 1. DEFINITIONS

1.1 A User is given the access to buy tokens upon its successful understanding information that been provided here. Only authorized Users have a right to buy OPL Tokens on the terms provided herein.

1.2 Agreement – these Terms and all other operating rules, policies, and procedures that may be published from time to time on the Website (including privacy policy, cookie policy etc.).

1.3 Bitcoin or BTC – a consensus network that enables a new payment system and a completely digital money; the first decentralized peer-to-peer payment network that is powered by its users with no central authority or middlemen.

1.4 Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

1.5 Ethereum Smart Contracts – account holding objects on the Ethereum Blockchain, which contain code functions and can interact with other contracts, make decisions, store data, and send "ether" to others.

1.6 OPL Tokens – cryptographic tokens, which are software product (digital resources), created by the Website Owner as a proof of membership of their holders in the OnPlace Investments (system, not legal entity). Though OPL Tokens are similar to securities, they are not and shall not be considered as such.

1.9 User – anyone who uses the Website, with or without prior registration and authorization using the account.

1.10 Website Owner, OnPlace Inc. – company that issued tokens fund designated to Blockchain assets; OnPlace Inc., a company, registered under the laws state of Delaware (US). In no way or form shall OnPlace Inc. be deemed as a partner, employer.

1.11 Projects - investment option in business of the company's that presented by OnPlace platform.

1.12 ICO (initial coin offering) - period.

## 2. GENERAL INFORMATION

2.1 These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a "Party" and collectively as the "Parties".

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the OPL Tokens.

2.3 By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4 These Terms are effective at the time the Users begin using the Website (OnPlace services). The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5 The User acknowledges and accepts that:

These Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion, by updating this posting at the "Last Updated version of Terms"; the User's continued use of the Website (OnPlace services) after the amendments etc. shall constitute the User's consent hereto and acceptance hereof; The Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website (OnPlace services), and/or disable any access to the Website (OnPlace services);

2.6 By using this Website (OnPlace services), you covenant, represent, and warrant that:

You are of an age of majority to enter into this Agreement, meet all other eligibility, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;

You are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and

Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge; You have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework;

2.7 You shall not use the Website (OnPlace services) if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the OPL Tokens exist under the applicable law, we persistently recommend you not to use this Website and not to buy OPL Tokens and use OnPlace services.

### **3. SALE OF OPL TOKENS**

3.1 You may purchase the OPL Tokens only within the period of OnPlace Initial Coin Offering set out herein.

3.2 During the ICO, the Website Owner is going to sell 1,000,000 OPL Tokens for \$3,000,000 in ETH. Price of one OnPlace Token is \$3 in ETH. The number of the OPL Tokens allowed for purchase by one User is unlimited. The OPL Tokens will be issued only once. The OPL Tokens will be Ethereum-based cryptographic tokens of value.

3.3 The OPL Tokens are the proof of their holders' membership in the OnPlace Inc (system, not legal entity).

3.4 OnPlace Inc. ICO Tokens are full supported by liquidity of direct financial investments into fast-growing private companies in IT and services sector of United States and the Asian region that presented on the platform.

3.5 By buying OPL Tokens an investor agrees to use OnPlace Investments services (a subscription to use special services).

3.6 By transferring OPL Tokens to investors implies an unconditional obligation to the OnPlace Inc. to provide the investor with the use of services of financial investments into private companies. The terms and conditions of such investing described below.

3.7 The conditions for the initial coins offering (ICO) assume that when OPL Tokens transferred to investor, the value of the OPL Tokens provided within the ICO will be reflected in the investor's account, and during the period before the scheduled launch of the OnPlace Investments service the value will be fixed as presented in sector 3.2.

3.8 Until launch of OnPlace Investments service that indicated in the paragraph above, the value of OPL Tokens tied to ETH is converted into USD according to the cryptocurrency exchange rate, and get reserved on the investor's account.

3.9 From the time when OnPlace Investments service will be launched the available amount in the investor's account will be showed in USD, and can be used for investment into businesses of private companies on special terms of priority service - a detailed description of which is presented in the section below.

3.10 OnPlace Investments service assumes that tokens received by the investor will be exchange for financial investments equivalent token value in a number of projects presented by OnPlace.

3.11 OPL Tokens gives the investor in unconditional order of the right to use priority services, which include:

- a) OPL Tokens holders have the advantage in investments participation into private companies projects presented on the platform, and have priority right of reserving projects before standard services of other categories of investors;
- b) OPL Tokens owners individually forming the structure of their own investments portfolio, and also can rely on OnPlace's experts professional recommendations;
- c) OnPlace Token-based investment is carried out without additional commissions during the initial implementation of investment into projects;
- d) Profitable income payout fee of OPL Tokens formed portfolio is setting at a minimum level (reduced by 50% in comparison with the standard securities reward rates);

3.12 Completion of investments period in private companies suggests that the closing date will be when major event will occur - it is one of the subsequent funding round or when company will goes public (IPO event).

3.13 If during whole investment period estimated timeframe that been given by

OnPlace approximate closing date will not occur, than the closes period will be when the company will conduct next funding round.

3.14 The closure of the investment period that subject to one of the funding rounds involves sale of shares / rights to receive company's shares. And the profitable return on investment based on company's capitalization growth will be distribute among investors accordingly to their investment amount.

3.15 The closure of the investment period subject to conducting IPO assumes that the investor-user of OnPlace services have an option to choose between the return of investments according to company's growth value, or directly obtaining ownership of company's shares proportional to the project's initial investments.

3.16 OnPlace Token-based investors will receive profitable return in Ethereums cryptocurrency (ETH). Profit distribution will be carried out using specially designed Ethereum Smart Contact.

3.17 The OPL Tokens purchased hereunder may be sold and transferred by the User at any time after the ICO via cryptocurrency exchanges if the OPL Tokens are listed in any. It is hereby stipulated and declared to be the intention of the Parties that 5% of the funds raised during ICO shall be used as a starting base for the reserve fund. These funds may be used in order to provide refund possibility (payout liquidity) in exceptional circumstances, as set out in clauses 6.3. hereof.

3.18 BY BUYING OPL TOKENS HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES.

## 4. INDEMNIFICATION

4.1 To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the OnPlace Inc. and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions,

demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the OnPlace Inc. arising out of a breach of any warranty, representation, or obligation hereunder.

## 5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 THIS WEBSITE AND THE OPL TOKENS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND BUYING OF ANY AMOUNT OF THE OPL TOKENS AND THEIR USE.

5.2 YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE (ONPLACE SERVICES) OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM BUYING OF THE OPL TOKENS OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

5.3 YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE OPL TOKENS OR EXCHANGE rate of ETHS OR BTCS. THE WEBSITE OWNER SHALL PROVIDE TO THE USER REFUND POSSIBILITY (AYOUT LIQUIDITY) FOR PURCHASED OPL TOKENS ONLY IN CASE ETHEREUM ECOSYSTEM IS OUT OF ORDER AND NOT FUNCTIONING. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNER SHALL NOT GUARANTY IN ANY WAY

THAT THE OPL TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE ICO.

5.4 YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THIS WEBSITE AND USE AND BUYING OF THE OPL TOKENS, AND THAT THE WEBSITE OWNER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE WEBSITE (ONPLACE SERVICES) AND USE AND BUYING OF THE OPL TOKENS. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

5.5 THE WEBSITE OWNER DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION ON THE WEBSITE IS ACCURATE OR RELIABLE OR THAT THE WEBSITE WILL BE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the OPL Tokens and his activities generally.

6.2 In no way shall this Agreement entitle the User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the OnPlace Inc. and is protected by the Intellectual Property Rights and fair competition laws.

## 7. JURISDICTION AND DISPUTE RESOLUTION

7.1 All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of State of Delaware (United States).

7.2 To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

## 8. MISCELLANEOUS

8.1 This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by both parties of conflict. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

8.2 The OnPlace Inc. may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the OnPlace inc. , which the OnPlace inc. may withhold at its sole discretion, shall be void.

8.3 If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

8.4 The User may send any questions regarding the use of the Website (OnPlace services) or regarding this Agreement via e-mail at [support@onplace.io](mailto:support@onplace.io)

**Any participant in OnPlace ICO who will purchases the OPL Tokens agrees and accept that by purchasing OPL Tokens the participant confirms that he or she has read Terms and Conditions and fully understand and accept them and agrees to accepts all the provisions of these Terms.**