

Terms and Conditions

These Terms and Conditions set out the terms on which Pinmo Creative Technology Ltd. registered in the Vancouver with company registration number BC1064525 and registered address at #307-333 Terminal Ave, Vancouver, BC, Canada, V6A 4C1 (“Pinmo”) provides the Site and its services. By using our Site and our services or participating Crowd Contribution through our Site, you are legally bound by these Terms and Conditions and all terms and provisions incorporated herein. These Terms and Conditions contain provisions which affect your legal rights, inter alia the limitation of Pinmo’s liability.

1. Notice to All Users

Please review these Terms and Conditions carefully and make sure that You understand them before using the Site and/or participating Crowd Contribution. If You do not agree to these Terms and Conditions, You must cease use of the Site and must not participate Crowd Contribution through the Site.

2. Acceptance of Terms and Conditions

2.1. By using the Site and/or participating Crowd Contribution, You accept and agree to be legally bound by these Terms and Conditions.

2.2. Pinmo may at any time modify these Terms and Conditions. Pinmo will notify You of any changes to these Terms and Conditions either by emailing You (at the email address entered by You into the registration form on the Site) and/or by posting a notice on the Site. By continuing to use the Site and/or participate Crowd Contribution after changes to these Terms and Conditions are made and notified to You, You agree to be bound by such changes.

2.3. You can review the most current version of our Terms and Conditions at any time by clicking on the "Terms and Conditions" link located at the bottom of the Site. It is Your responsibility to ensure that You are familiar with the current Terms and Conditions. You are advised to check the above link on a regular basis.

3. Definitions

3.1. In these Terms and Conditions:

“**Account**” means the account of a User on the Pinmo Site which is created when a User registers with Pinmo by completing the registration form available on the Site.

“**AML documentation**”, “**AML / KYC documentation**” means the documentation required to be provided by the User as set out in our Anti-Money Laundering Policy, which can be provided upon request.

“**Anti-Money Laundering Policy**” means the policy we adhere to in regards to our Users providing Anti-Money Laundering and Know Your Client documentation.

“**Asset**”, “**Assets**” any and all products offered on the Site, including but not limited to; property funds, project finance, property listings for sale, property listings for rent.

“**Pinmo**”, “**we**” and “**us**” are references to Pinmo Creative Technology Ltd. registered in the

Vancouver with company registration number BC1064525 and registered address at #307-333 Terminal Ave, Vancouver, BC, Canada, V6A 4C1.

“**Digital Currency**” means the virtual currencies known as crypto currencies or digital currencies.

“**Fiat Currency**” means the currencies issued by jurisdictions, such as the USD, GBP, Yen, Swiss Franc, Euro, etc.

“**Settlement Date**” means the date and time an Order is processed and finalised.

“**Site**” means the platform where products are published through www.Pinmo.io by Pinmo from time to time including without limitation the trading platform at www.Pinmo.io.

“**Terms and Conditions**”, the terms and conditions as described in this document.

“**User**”, an individual or a company who has registered an account on the Pinmo Site.

“**White Paper**” Pinmo has prepared a white paper, which is published on our Site. This White Paper describes the proposed use of the pinmo Tokens and the Site

“**Your**” and “**You**” means a User of the Site who has registered an account on the Pinmo Site or/and participates Crowd Contribution via the Site.

4. What is Pinmo?

4.1. Pinmo is a company registered in the Vancouver with company registration number BC1064525 and registered address at #307-333 Terminal Ave, Vancouver, BC, Canada, V6A 4C1.

4.2. Pinmo operates the Site. The Site is an electronic web interface through which Users can participate Crowd Contribution for the purchase of Assets for Digital Currency (including pinmo Tokens)

4.3. Your Contribution, including but not limited to the purchase of pinmo Tokens is final. Refunds or cancellations are not permitted.

5. Registering as a User

5.1. You may access the public areas of the Site which contain general information about Pinmo and our service without registering as a User.

5.2. If You wish to participate Crowd Contribution, you will first be required to register as a User. Due to compliance with regulatory requirements, registration is a two-step process as follows:

(a) completion of the Create Account registration form which can be found on the Site; and
(b) provision to Pinmo of the AML/KYC documentation (as set out in our Anti-Money Laundering and Know Your Client Policy)

5.3. Once Pinmo has received all of the required documentation as set out in paragraph 5.2 and our Anti-Money Laundering Policy, Pinmo may undertake certain additional security checks on You.

5.4. If Pinmo in its sole and absolute discretion is satisfied that You comply with all applicable requirements, Pinmo will provide You with an approved Account to access the

Site.

5.5. Please note that you will not be able to participate Crowd Contribution under any circumstances until the regulatory requirements have been met, you have provided us with all requested documents and information and when you successfully passed through our remaining security checks

5.6. The User undertakes to provide Pinmo as soon as practicable on demand with any and all information that Pinmo may require, or in Pinmo's sole and absolute discretion considers necessary, including without limitation for the purposes of providing such information to any applicable governmental or regulatory authority in relation to regulatory compliance or anti-money laundering laws and regulations.

5.7. Check our Privacy Policy for information about how we process, store, use and collect your personal data.

6. Contribution

6.1 Public Contribution Period: The Public Contribution period (crowd contribution period Contribution Period) starts on the 25 Sep 2018 till 23 Oct 2018 or until the Maximum Contribution Amount, as defined below, has been reached, whichever occurs earlier.

6.2 Maximum Contribution Amount: The maximum contribution amount for the Crowd Contribution ("Maximum Contribution Amount" or "Hard Cap") will be the equivalent of ETH

30,000. The User understands that if contributions are received after the Hard Cap was reached, the ETH will be refunded to the ETH address from which it was sent from.

6.3 Accepted Funds: Crowd Contribution will only be possible in ETH. Contributions on FIAT currencies will not be possible.

6.4 Personal Minimum Contribution Limits: The minimum transfer amount of ETH into the Contract Address is 0.1 ("Minimum Transfer Amount"). If a transfer of less than the Minimum Transfer Amount will be made, it will be recorded as a donation and the relevant transfer may neither claim the allocation of pinmo Tokens, nor a refund of the transfer.

6.5 Total pinmo Supply: The total supply of pinmo Tokens will be 273,000,000 ("Total pinmo Supply"). No additional pinmo Tokens will be created.

6.6 Allocation Rate: The amount of pinmo Tokens allocated for every Contribution of 1 ETH will equal to 2275 (1ETH=2275pinmo).

6.7 Refund: The User understands and accepts that in general all Contributions are final and may not be reversed. A refund in specific cases is possible. The management of Pinmo decides about refunds. In general contributions that entitle a User to pinmo Tokens are nonrefundable. Contributions that do not entitle the User to pinmo Tokens (e.g. due to the amount of contributions exceeding the Maximum Contribution Amount) will be automatically sent back to the User's wallet address from where the Contribution was sent from. Subject to

the above, by contributing to the Project, the User acknowledges that he/she has no right to request a refund for any reason, and that he/she might not receive money or other compensation for any ETH that is not used or remains unused.

6.8 Transferability of pinmoTokens during and after the Contribution Period: The pinmo Tokens are not transferable during the Contribution Period. After the end of the Contribution Period, pinmo Tokens will be transferred to the accounts contributing ETH.

7. Contribution Freeze / Abort

During the Contribution Period, the Company may at any time stop the contribution period for security reasons. As long as such contribution freeze is upheld or if the Contribution Period is aborted, no further Contribution will be possible.

8. User Representations

8.1. The User represents and warrants as at the date of each Contribution and on its Settlement Date that:

- (a) You are acting as principal in respect of the Contribution and is not acting for another person;
- (b) the information provided by the User in relation to the Contribution (and all AML Documentation provided by the User) is at the time of the Contribution complete, accurate, current and not misleading and that any further information requested by Pinmo is complete, accurate, current and not misleading in all material respects;
- (c) the User has not relied upon any other person (including without limitation Pinmo) in entering into the Contribution.

9. User Warranties

9.1. By downloading and/or using the Site, You agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms 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 associated with the Site.

9.2. You agree and undertake to keep your access to your Account and wallet or other storage device confidential, including the usernames and passwords and not to disclose Your usernames or passwords to any other person and not to permit any other person to log in to the Site using Your username and password. Keeping your usernames or passwords safe is your own responsibility. Pinmo is not responsible nor liable for any unauthorized use of your Account, any loss or theft of your data or PINMO Tokens.

9.3. You agree not to interfere with the servers or networks connected to the Site or to violate any of the procedures, policies or regulations of networks connected to the Site, including these Terms and Conditions.

9.4. You also agree not to:

- (a) attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Site to any third party, or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Site;
- (b) attempt to gain access to secured portions of the Site to which You do not possess access rights;
- (c) impersonate any other person while using the Site;
- (d) conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using the Site;
- (e) resell or export the software associated with the Site;
- (f) use the Site to generate unsolicited advertisements or spam; or
- (g) use any automatic or manual process to search or harvest information from the Site, or to interfere in any way with the proper functioning of the Site.

9.5. By entering an agreement with Pinmo, You warrant that:

- a) You have read and understand these Terms and Conditions and the Whitepaper;
- b) You have the authority to enter into a binding agreement with Us and to perform the obligations set out herein;
- c) You obtained sufficient information about the pinmo Tokens to make an informed decision;
- d) You comply with every national (tax) laws and regulations, including the anti-money laundering and counter financing of terrorism laws and requirements in your jurisdiction;

9.6 By transferring ETH to the Contract Address, accepting pinmo Tokens, the User represents and warrants that:

- a) You are not a citizen or resident of a country whose legislation conflicts with the present allocation of pinmo Tokens and/or the Project in general;
- b) You are not a citizen or resident of the USA or China.
- c) You are not a resident of, citizen of or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign country's sanctions or embargoes;
- d) Any Funds used for the contribution are: (i) good, clean, clear and are of non-criminal origin; (ii) completely free and clear of any liens or encumbrances of any kind of any rights of third-party interests; and (iii) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;
- e) You are not being listed, or associated with any person or entity being listed, on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of

Sanctioned Individuals, Entities and Organizations;

- f) all information provided within any KYC-procedure linked to his or her Contribution is true and accurate and that the User does not act on behalf of any third party.
- g) You have a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like Bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- h) You understand and accept that there is no warranty or assurance that the network of miners will allocate the pinmo Tokens to the Users as proposed by these Terms;
- i) You will use a wallet or wallet service provider that technically supports pinmo Tokens.
- j) You understand and accept that contributing ETH from a wallet or wallet service provider that does not technically support pinmo Tokens may have the result that you will not gain access to his pinmo Tokens;
- k) You are not supporting the development of the Project to obtain pinmo Tokens for the purpose of speculative investment;
- l) You are not obtaining or using pinmo Tokens for any illegal purposes;
- m) You understands that participation on the contribution does not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction;

10. Intellectual Property

10.1. Pinmo and/or its licensor(s) are the sole owners of all its intellectual property rights, including without limitation, ideas, data, trademarks, tradenames, documentation, inventions, the Site, which includes any software, pinmoains, and content made available through the Site.

10.2. The Pinmo brand and the Site are protected by International copyright and other intellectual property laws. Without limitation, this means that You may not use sell, export, license, modify, copy, distribute or transmit the Site (or any part of it) or any material provided through the Site without Pinmo's prior express written consent.

10.3. Any unauthorized use of the Site will result in the automatic termination of the use granted by us. Pinmo reserves the right to terminate the granted use without notice at any time following an unauthorized use by You of the Site.

10.4. Pinmo and its graphics, logos, icons and service names related to the Site are registered and unregistered trademarks, tradenames or trade dress of Pinmo. They may not be used without Pinmo's prior express written permission.

10.5. All other trademarks not owned by Pinmo that appear in connection with the Site are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Pinmo.

11. Our Rights

In providing You with access to the Site, and permitting you to participate Crowd

Contribution via the Site, Pinmo reserves the following rights, and in accessing, browsing or otherwise using the Site and/or participate Crowd Contribution via the Site You grant to Pinmo and agree that Pinmo shall have the following rights:

- (a) the right to refuse or withdraw Your access to the Site in accordance with applicable laws for any reason at any time (with or without notice) if in Pinmo's sole and absolute discretion You violate or breach any provisions of these Terms and Conditions;
- (b) the right to suspend, amend or disable Your Account without giving You notice or any reason;
- (c) the right to cancel any Contribution or amend in part any Contribution without giving You notice or any reason, save that in such circumstances Pinmo shall refund such part of the Contribution as has been cancelled by it;
- (d) the right to amend or update the Site, Commission, any Contribution, billing methods or these Terms and Conditions from time to time;
- (e) the right to report You to the police or other judicial body if Pinmo believes in its sole and absolute discretion that Your conduct (whether in using the Site, participating Crowd Contribution for any Goods or otherwise) is or may be unlawful.

12. Security / Protection of your personal data

Whilst we have implemented commercially reasonable technical and organisational measures to secure Your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat those measures. You acknowledge that You provide Your personal information at Your own risk and you accept our Privacy Policy.

13. Electronic Communications

By downloading and/or using the Site and/or viewing Assets and/or participating Crowd Contribution for Goods through the Site, You consent to receiving electronic communications and notices from Pinmo. You agree that any notice, agreement, disclosure or other communications that we send to You electronically will satisfy any legal communication requirements, including that such communications be in writing.

14. Privacy

You provide us with information when You register an Account via the Site. We also collect information both relating to You (for example on Your usage and purchase history) and to Users of the Site in general. Any information that You submit or that we collect when You are using the Site is subject to the Pinmo Privacy Policy, the terms of which are hereby incorporated into these Terms and Conditions.

15. No Warranty and Liability Limit

15.1. Pinmo provides the Site "as is" and without any warranty or condition, whether express, implied or statutory. The pinmo Tokens are sold "as is" and "as available". The use of the Site and the purchase of the PINMO Tokens are without warranties of any kind.

15.2. Pinmo assumes no liability or responsibility for any errors or omissions in the Site; any failures, delays or interruptions in the Site or in delivery of any Contribution; any losses or damages arising from the use of the Site or the use, possession or purchase of the pinmo Tokens.

15.3. Pinmo reserves the right to deliver the Site and to process Contribution in its sole and absolute discretion.

15.4. In no event shall Pinmo, its (past) shareholders, directors, officers, employees or agents be liable (jointly or severally) to You for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Site, the publication of any Listing, the placement by you of any Contribution, the delivery, sale, purchase or use of any pinmo Tokens the failure in whole or in part to deliver any Goods or these Terms and Conditions, on any theory of liability, and whether or not advised of the possibility of damage.

15.5. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

15.6. Pinmo specifically excludes liability for any loss, harm, distress or damage suffered by You or any third party as a result of inaccurate information appearing on the Site and for any goods and Services provided by Pinmo

16. Indemnity

You agree to indemnify to the fullest extent permitted by law and hold Pinmo and its related companies, and each of their respective (past) shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of Your breach of these Terms and Conditions and/or Your violation of any law or the rights of any third party.

17. Force Majeure

Pinmo shall not be liable and disclaims all liability to You in connection with any force majeure event, including acts of God, fire, flood, or other natural disaster, power failures, malicious injury, strikes, lock-outs, or other labour troubles, riots, insurrection, hardware- and software failures, smart contract bugs, changes to any blockchain-related protocol, war or other reason of like nature not the fault of Pinmo.

18. Risks

18.1. The User expressly understands the risks associated with purchasing, holding and using the pinmo Tokens. Purchasing, holding and using tokens are particularly prone to the following risks:

(a) **Legal and regulatory risks:** Pinmo operates in a new and developing legal and regulatory environment. It is difficult to predict how and whenever authorities will regulate such technologies. Pinmo may cease the distribution of the pinmo Tokens or the

development of the Site in event that authorities will make such activities unlawful.

(b) **Technology risks:** Blockchain technology is still in an early stage of development. The pinmo Tokens are based on the Ethereum blockchain. Today, the Ethereum blockchain presents promising advances in blockchain technology, but there is no guarantee the Ethereum blockchain keeps existing or continues to be updated. The Ethereum blockchain can be suspended.

(c) **Cybercrime risks:** pinmo Tokens may be the subject of cybercrime activities such as hacking, malware attacks or denial of services attacks.

(d) **Financial stability:** Cryptocurrencies are speculative in nature. By purchasing, holding and using pinmo Tokens you accept these financial risks, including that PINMO Tokens may not have value or that its value is highly fluctuate for example in the situation when there is a lack of interest for the pinmo Tokens or when blockchain technology obtains a bad reputation.

(e) **Other risks:** there may still be other risks. pinmo Tokens purchased by you may be held in a digital wallet which requires a personal username, passwords or key logins. You can lose access to your pinmo Tokens if you lose your personal username, passwords or key logins. There are also other risks, including those Pinmo cannot anticipate.

19. Disputes

19.1. You agree that these Terms and Conditions and any claim, dispute or controversy arising out of in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims), the Site, Pinmo's advertising or any related transaction between You and Pinmo shall be governed by and construed in accordance with the laws of the Netherlands.

19.2. Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of the Netherlands.

19.3. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Netherlands.

19.4. You irrevocably agree that the courts of the Netherlands shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions agreement or their subject matter or formation (including non-contractual disputes or claims).

19.5. You irrevocably agree that the original language of these Terms and Conditions is the English language. In case of a dispute the English version of these Terms and Conditions will be the only legally binding Terms and Conditions.

20. Termination

Pinmo may change or discontinue the availability of the Site and at any time without prior notice. Pinmo reserves the right to terminate these Terms and Conditions for any reason,

without notice, and these Terms and Conditions shall automatically terminate in the event that You violate any of the Terms and Conditions set forth herein (with prejudice to our accumulated rights against You). In the event of any termination, You will immediately cease use of the Site and will not make any further Contribution(s). You acknowledge and agree that Pinmo shall have no liability or obligation whatsoever towards you in such event, to the fullest extent permitted by law.

21. General

21.1. These Terms and Conditions are agreed between You and us. No person shall have any rights under or connection with these Terms and Conditions for whatever reason.

21.2. If any court or competent authority decides that any term of these Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

21.3. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

21.4. Our failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or any other provision and will not relieve You from the obligation to comply with such provision.

21.5. You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights under these Terms and Conditions without our prior express written consent.

21.6. These Terms and Conditions set forth the entire understanding and agreement between You and Pinmo with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, both written and oral.

21.7. The User acknowledges and agrees that the purchase of Assets and/or pinmo Tokens does not provide you any rights with respect to Pinmo including but not limited to property, claims, loans, ownership interests, voting rights.

21.8. If you have any questions relating to these Terms and Conditions, please do not hesitate to contact us through the contact details provided on the Site or by sending e-mail to: info@pinmo.io