

End User License Agreement (EULA)

OXYCOIN PRE-SALE Conditions

Introduction

These terms and conditions ("the Terms") describe information applicable to the use of the website <https://oxycoin.io> and its services, which is operated and owned by OXYCOIN® ("OXYCOIN"). By transferring digital assets ("cryptocurrencies") to the OXYCOIN Initial Coin Offering platform ("the ICO Platform"), the User expressly agrees to be bound by all of the terms and conditions set forth. In accepting this agreement, the User acknowledges that the User has read this agreement, understands it, and had an opportunity to seek independent legal advice prior to agreeing to it. The User also warrants that the User is of a sufficient age and has full capacity to enter in this contract under applicable law. The User understands and accepts that the User makes a contribution into the Initial Coin Offering for the development of the OXYCOIN Platform ("Contribution"), as further described in the OXYCOIN White Paper ("the White Paper"). For the White Paper and/or further information on the OXYCOIN Platform, see: <https://oxycoin.io> ("the Website"). The information contained in the White Paper and on the website, are of descriptive nature only, are not binding and do not - unless explicitly stated - constitute part of the Terms as set forth herein. At any point, if the User does not agree to any portion of the current Terms, the User should not proceed to use the Website, or participate in the Initial Coin Offering ("the Sale"). OXYCOIN reserves the right to review and amend the Terms at any time without notice. This document does not constitute a prospectus of any sort, is not a solicitation for investment, and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is the description of the functionality of the ICO Platform.

Status of these Terms

- 2.1 The purpose of these Terms is to explain the functionality of the ICO Platform and to notify the persons who intend to transfer cryptocurrencies to the ICO Platform ("the Contributors") about the risks connected with the use of the ICO Platform.
- 2.2 The list of risks specified in these Terms is not comprehensive, and it may not contain those risks which cannot be predicted at the present moment. If the User is not sure, the User can estimate the probability of occurrence of such risks, the User is advised to contact an appropriate specialist, including but not limited to a programmer, lawyer, or adviser, before making a decision about entering into the agreement set forth by these Terms.
- 2.3 Review of these Terms does not supplant the review of the ICO Platform, or of the full technological infrastructure in which the ICO Platform resides, including but not limited to Cryptocurrencies ("the Blockchain Ecosystem"). By transferring cryptocurrencies to the ICO Platform, the User confirms that the User has read instructions of the Blockchain Ecosystem and fully and unconditionally agrees with the conditions hereof.
- 2.4 The User may not take legal actions against any entities, individuals, or the ICO Platform connected with using the ICO Platform, including, but not limited to claims based on the fact the User did not read nor did not understand the terms and conditions of the Blockchain Ecosystem.
- 2.5 These Terms may be amended and/or updated in the future, without notice. The applicable Terms are the ones displayed on the Website. In order to obtain the most complete and current information regarding the ICO Platform, the User should periodically review this document.

OXY coins

3.1 Ownership of OXYCOIN coins ("OXY") carries no rights express or implied other than a limited right (a license) to use the OXYCOIN Platform and/or OXYCOIN services, if and to the extent the OXYCOIN Platform has been successfully completed and launched.

3.2 The User understands and accepts that OXY does not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the OXYCOIN Platform in general and/or OXYCOIN.

3.3 The total amount of Contributions will be capped by a minimum cap, a target, and a hard cap. Minimum Cap: The minimum cap is an amount representing the threshold in which the Sale is considered successful ("the Minimum Cap"). After total Contributions exceeding the Minimum Cap are recorded by the ICO Platform, OXYCOIN will signal the Minimum Cap as having been reached and disable the refund functionality of the ICO Platform. Target: The Target has been published on the website <https://oxycoin.io>. After total Contributions totalling the Target or upon the termination of the Sale period, OXYCOIN will disclose the total amount of Contributions on its website. OXYCOIN will not issue refunds to those amounts that exceed the Target in the event of, but not limited to, malfunction, interruption, or any sort of situation that prevents OXYCOIN from terminating the Sale. Hard Cap: The hard cap is a safety net to prevent erroneous operation of the ICO Platform and providing a minimum of OXY to be received by investors ("the Hard Cap"). In the event of the Hard Cap being reached, the ICO Platform will immediately reject any further Contribution that exceeds the amount denoted by the Hard Cap.

3.4 The total coin supply at the start of the OXYCOIN main network is 100,000,000 OXY. The ICO coin supply will be static and is capped at 75,000,000 OXY. The price per OXY is determined by the total amount of Contributions received by the ICO Platform. Users that invest 4 – 10 Bitcoin in the Early Investors Program running from August 15 until September 1, 2017, will receive an additional bonus of 25% of their investment in OXY coins. Users that invest 10 – 20 Bitcoin in the Early Investors Program, will receive an additional bonus of 30% of their investment in OXY coins. Users that invest 20 – 50 Bitcoin in the Early Investors Program, will receive an additional bonus of 35% of their investment in OXY coins. Users that invest 50 Bitcoin or more in the Early Investors Program, will receive an additional bonus of 50% of their investment in OXY coins. Users that invest less than 4 Bitcoin in the ICO Platform, won't receive any additional bonuses. Users that invest 4 Bitcoin or more in the Early Investors Program, will get a chance to participate in the governance structure of OXYCOIN. Their voting weight in the polling system will be the same percentage as their additional bonus. OXYCOIN reserves the right to transfer the Contributions at the discretion of OXYCOIN.

3.5 The Sale consist of two sale periods. The first period will be used for Early Investors that want to invest 4 Bitcoin or more. The second period will be used for investors that want to invest less than 4 Bitcoin or joined the OXYCOIN project too late to join the Early Investor period. Both periods are part of ("the Sale Period"). The Sale will start at August 15, 2017 and will end once the Hard Cap is reached or at October 1, 2017, whichever comes first.

3.6 The allocation of OXY by the ICO Platform is initiated when the Sale ends. The ICO Platform allocates the corresponding OXY to the User's address at the ICO Platform. Issuance of OXY are made by the ICO Platform according to the allocation protocols encoded therein.

3.7 The User understands and accepts that any transfer of cryptocurrencies will only be refunded in the situation the Minimum Cap is not reached and the Sale is considered to have failed. The User shall therefore make sure that the Contributions made originate from an Cryptocurrency

address capable of receiving the transfer of cryptocurrencies (e.g. not a currency exchange such as Kraken, Poloniex, Coinbase, etc.). Other Contributions made are non-refundable and final. By contributing for OXY, the User acknowledges that the User has no right to request a refund for any reason, and that the User will not receive money or other compensation for any OXY that is not used or remains unused, except under the functionalities encoded in the ICO Platform and the protocol associated.

3.8 Only the use of the original genuine ICO Platform as published thereof on the Website will issue OXY after the Sale Period has ended. To the extent that any third-party website, service, or smart contract offers OXY during the Sale Period and/or facilitates the allocation or transfer of OXY in any way during the Contribution Period, such third-party websites or services are, unless explicitly mentioned on <https://oxycoin.io>, not authorized by OXYCOIN and have no relationship in any way with OXYCOIN.

3.9 OXY is a digital token, cryptocurrency or coin, which enables participation on the OXYCOIN Platform. Furthermore, certain governance functions may be implemented. If such governance functions exist, OXYCOIN has the final decision power regarding all matters discussed.

3.10 Ownership of OXY carries no rights express or implied other than the right to use OXY as a means to enable usage of and interaction with and within the OXYCOIN Platform, if successfully completed and deployed. Beyond this, ownership of OXY carries no rights express or implied. In particular, the User understands and accepts that he has no right to claim as a holder of OXY any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the OXYCOIN Platform or OXYCOIN.

3.11 By transferring cryptocurrencies to the ICO Platform and/or upon receipt of OXY, the User represents and warrants that the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of OXY and/or the OXYCOIN Platform in general; the User has a deep understanding of the functionality, usage, storage, transmission mechanisms, and intricacies associated with cryptographic tokens, like Bitcoin (BTC) and other Cryptocurrencies, and blockchain-based software systems; the User understands and accepts that the consensus mechanism securing the Blockchain Network may change in the future, and the stakeholders who are in control of the Network may also change as a result; the User fully understands and accepts the functions implemented in the ICO Platform; the User is legally permitted to transfer cryptocurrencies to the ICO Platform, receive OXY, create or obtain OXY in the User's jurisdiction. The User understands and accepts, that failure to assure this may have the result that the User will not gain access to the User's OXY; the User understands and accepts, that if the User's Contribution exceeds the Hard Cap as described, the Contribution will not be accepted by the ICO Platform. The User further understands and accepts, that in such case the transaction fees ("the TX Fee") necessary will be forfeit and lost in its entirety; the User is legally permitted to receive software and to Contribute to the ICO Platform for the development of the OXYCOIN Platform; the User is of a sufficient age to legally create and obtain OXY; the User will take sole responsibility for any restrictions and risks associated with the creation of OXY by the ICO Platform set forth below; the User is not submitting cryptocurrencies to the ICO Platform and/or receiving OXY for the purpose of speculative investment; the User is not obtaining or using OXY for any illegal purposes; the User is purchasing the functionality of OXY issued by the ICO Platform primarily to support the development, testing, auditing, deployment, and operation of the OXYCOIN Platform, being aware of the commercial risks associated with the OXYCOIN Platform; the User waives the right to participate in a class action lawsuit or a class wide arbitration against OXYCOIN or any individual involved with the creation of OXY; the User understands the creation of OXY does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction; the User

understands that the transfer of cryptocurrencies to the ICO Platform, the creation and distribution of OXY, and the development of the OXYCOIN Platform carries significant financial, regulatory and reputational risks as further set forth in the Terms; the User understands and expressly accepts that there is no warranty whatsoever on OXY, the ICO Platform, and/or the success of the OXYCOIN Platform, expressed or implied, to the extent permitted by law, and that the ICO Platform is used and OXY is created and obtained at the sole risk of the User on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose; the User understands that the User has no right against any other party to request any refund of the cryptocurrencies submitted to the ICO Platform and/or OXY created under any circumstance except that defined in the operating functionality of the ICO Platform therein; and that the User understands with regard to OXY no market liquidity may be guaranteed and that the value of OXY over time may experience extreme volatility or depreciate in full; the User understands that the User bears the sole responsibility to determine if the User's contribution to the ICO Platform for the development of the OXYCOIN Platform, the transfer of cryptocurrencies to the ICO Platform, the creation of OXY, the potential appreciation or depreciation in the value of OXY over time (if any), the allocation of OXY and/or any other action or transaction related to the OXYCOIN Platform have tax implications for the User; by creating, holding or using OXY, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of OXY or any other action or transaction related to the OXYCOIN Platform.

3.12 As part of the contribution process the User will use the User's own account (Cryptocurrency addresses) on the Cryptocurrency network. Following the distribution of OXY by the ICO Platform, the OXY will be transferred to the User's address by the ICO Platform. The User understands that the User must keep the User's password safe and that the User may not share them with anybody. The User further understands that if the User's password is lost or stolen, the User will not be able to generate a new password or recover the User's password, and if the User loses the User's password, the OXY associated with the User's account (address) will be unrecoverable and will be permanently lost. Furthermore, the User understands that there is no recovery mechanism for passwords, so no one will be able to help the User retrieve or reconstruct a lost password and provide the User with access to any lost OXY.

OXYCOIN Platform Execution

4.1 The User understands and accepts that the development and execution of the OXYCOIN Platform may be assigned to a third-party contractor ("the Contractor"), by releasing the amount of contributed cryptocurrencies by the ICO Platform to the wallet of the Contractor. OXYCOIN has the right to engage subcontractors to perform the entire or partial development and execution of the OXYCOIN Platform. The scope of the development work will be triggered by the amount of Contributions received during the Sale Period. OXYCOIN shall further have the right to assign the entire OXYCOIN Platform including the Contributions received for its development to a third party.

4.2 The User understands and accepts that for the purpose of the development and execution of the OXYCOIN Platform, OXYCOIN receives the full amount of cryptocurrencies transferred to the ICO Platform System during the Sale Period. This amount covers expenses, charges and other costs that may arise by OXYCOIN and/or its subcontractors as part of the development and execution of the OXYCOIN Platform. OXYCOIN has the right to support and/or acquire other companies for the benefit of successfully executing the OXYCOIN Platform. It remains at OXYCOIN's sole discretion to decide how to allocate the funds in order to develop and execute the OXYCOIN Platform.

4.3 The User understands and accepts that the User may not have any expectation of influence over governance on the OXYCOIN Platform.

4.4 The User understands and accepts that the OXYCOIN Platform will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release.

User Wallet Safety

5.1 As part of the Contribution in the Initial Coin Offering, the User will need to provide an e-mail address and a password and store it in a secure location. As part of the Contribution to the OXYCOIN Platform, the User will need to create an OXY wallet and store the passphrase in a secure location.

5.2 Following the distribution of OXY by the ICO Platform, the User understands that the User must keep the User's e-mail address and password safe and that the User may not share them with anybody. The User further understands that if the User's password is lost or stolen, the User will not be able to generate a new password or recover the old password, and the cryptocurrencies or OXY associated with the User's Wallet will be unrecoverable and will be permanently lost. Furthermore, the User understands that without the password there is no recovery mechanism for lost passwords, so no one will be able to help the User retrieve or reconstruct a lost password and provide the User with access to any lost OXY or cryptocurrencies. Furthermore, the User understands that it is not possible to reconstruct a lost or stolen wallet.

Risks

6.1 The User understands and accepts the risks in connection with transferring cryptocurrencies to the ICO Platform, creating OXY as exemplary set forth above and hereinafter. In particular, but not concluding, the User understands the inherent risks listed hereinafter.

6.2 The User understands and accepts that the ICO Platform concept, the underlying software application and software platform (i.e. the Cryptocurrency blockchain) is still in an early development stage and is unproven, hence there is no warranty that the process for creating OXY will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of cryptocurrencies and/or OXY.

6.3 The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the ICO Platform and which may, inter alia, result in substantial modifications of the ICO Platform and/or the OXYCOIN Platform, including its termination and the loss of OXY for the User.

6.4 The User understands and accepts that the creation of OXY and the development of the OXYCOIN Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the OXYCOIN Platform is partially or fully developed and launched, that the User will receive any benefits through the OXY held by the User.

6.5 The User understands and accepts that the OXYCOIN Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which OXY will have no intrinsic value.

6.6 OXY can only be accessed by using a Cryptocurrency wallet with a combination of User's account information. The User understands and accepts that if the User's passphrase respectively got lost or stolen, the obtained OXY associated with the User's account (address) or password will be unrecoverable and will be permanently lost.

6.7 The User understands and accepts that the ICO Platform concept, the underlying software application and software platform (i.e. the Cryptocurrency blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of cryptocurrencies and/or OXY, impacting the ability to develop the OXYCOIN Platform.

6.8 The User understands and accepts that, as with other cryptocurrencies, the blockchain used for the ICO Platform is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the ICO Platform and OXYCOIN Platform, expected proper execution and sequencing of OXY transactions, and expected proper execution and sequencing of contract computations.

6.9 The User understands and accepts, that the wallet or wallet service provider used for the Contribution, has to be technically compatible with OXY. The failure to assure this may have the result that the User will not gain access to the User's OXY.

Taxation

The User bears the sole responsibility to determine if the contribution to the ICO Platform, including but not limited to the acquisition of OXY, change of OXY's value with the course of time and the receive function of the ICO Platform shall be a taxable event for the User. The User bears full responsibility for the timely and correct calculation and payment of all taxes due in accordance with the legislation applicable to the User. OXYCOIN is not a tax agent of the User, as well as it does not advise the User on the order of calculation and/or the payment of taxes. The User accepts that no entity or individual involved in the creation or distribution of OXY can be held liable for any taxes imposed in the User's jurisdiction.

No Liability

8.1 The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of OXY, the ICO Platform and/or OXYCOIN liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, OXY or the ICO Platform or the OXYCOIN Platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors contractors or founders of the ICO Platform, OXY and/or OXYCOIN shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the ICO Platform, the OXYCOIN Platform and/or OXY.

8.2 The User further specifically acknowledges that developers, auditors, contractors or founders of OXY, ICO Platform and/or the OXYCOIN Platform are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, and that the risk of creating, holding and using OXY rests entirely with the User.

8.3 By creating, holding or using OXY, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of OXY or any other action or transaction related to the OXYCOIN Platform.

Miscellaneous

9.1 The User understands and accepts that the network of miners (forgers) will be ultimately in control of the OXYCOIN blockchain. The User understands that a majority of these miners could agree at any point to make changes to the official OXYCOIN blockchain and to run a new version of the OXYCOIN blockchain. Such a scenario could lead to OXY losing intrinsic value.

9.2 The ICO Platform is hosted at Google Firebase. Consequently, OXY creation and allocation and the assignment of the development and execution of the OXYCOIN Platform to OXYCOIN are considered to be executed in The Hague, Netherlands.

9.3 The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

9.4 The Terms govern the creation, ownership and use of OXY and supersede any public statements about the launch of OXY and/or the ICO Platform and/or the OXYCOIN Platform made by anyone in the past, present and future.

9.5 The applicable law is Dutch law. Any dispute arising out of or in connection with the creation of OXY and the development and execution of the OXYCOIN Platform shall be finally settled by the ordinary courts of the registered domicile of the defendant.

9.6 ALL PARTICIPANTS AND USERS HEREBY EXPRESSLY AFFIRM THAT THEY ARE:

(a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the "USA"); (b) NOT a corporation, partnership or other legal entity formed under the laws of the USA; (c) NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA; (d) NOT a trust of which any trustee is described in (a), (b) or (c) above; (e) NOT a legal entity the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above; (f) NOT a member of any branch of the military of the USA; and (g) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or j(f) above.