RICHMINT DAO

TERMS & CONDITIONS, LIMITATION OF LIABILITY, DISCLAIMER

Terms & Conditions Of Use

By accessing this Website and other tools provided by RICHMINT, you are agreeing to be bound by these Website Terms & Conditions and agree that you are fully responsible for the agreement with any applicable local laws. The materials in this Website are protected by Copyright and trade Mark law.

By using the Staking Portal or linking your digital crypto wallets on the Staking Portal, you agree to the terms and conditions set out in this document **(Agreement)**.

In this Agreement, RICHMINT means RICHMINT DIGITECH SERVICES OÜ (16335932) of Pärnumaakond, Pärnulinn, Pärnulinn, Papiniidutn 5-706, 80042, and 'you' OR 'Client' means the person or entity that uses the Staking Portal.

1. Scope

These Terms and Conditions between RICHMINT DIGITECH SERVICES OÜ ("RICHMINT") and the Client (hereafter the "Agreement") govern the execution and receipt of the RICHMINT–STAKING Service (the "Service") provided by RICHMINT to the Client. They apply to all staking services provided by RICHMINT, regardless of which staking service is used.

2. Staking Service

RICHMINT– Staking is not an Investment advice. The RICHMINT – STAKING Service is a digital asset staking service operated by RICHMINT, where the Client or an entity can stake Digital Assets for the purpose of gaining staking rewards. RICHMINT agrees to grant the Client access to the Service pursuant to the terms and conditions set forth in this Agreement and the Client agrees to use the Service only in strict conformity with such terms and conditions.

I.   Your Staking, including accrual and conversion of any Rewards to RMW Tokens, will be dealt with in accordance with, and governed by, this Agreement and the Documentation.

II. This Service is a private service. Access and use of the Service is limited to RICHMINT's Clients only. The Client shall not permit any other entity or person to use the Service and the Client shall immediately notify RICHMINT of any unauthorized use of the Service. **IT IS STRICTLY FORBIDDEN FOR THE CLIENT TO DISCLOSE THE VALIDATOR/STAKING/BAKING ADDRESS OF RICHMINT TO ANY THIRD-PARTY, NOR TO INDUCE THIRD PARTIES TO USE THE SERVICE IN DIRECT.**

III. You acknowledge and agree that nothing in this Agreement, Website or the Staking Portal imposes any obligation on RICHMINT to provide any Rewards or continue to make Staking available or constitutes an offer or invitation to subscribe for any tokens, securities or financial products.

IV. You are solely responsible for establishing, providing or procuring, maintaining and supporting any operating environment, software and hardware, digital wallets (including hardware wallets) , facilities, equipment and telecommunications and internet connections necessary to use the Staking Portal and to Stake.

V.   You must ensure that you comply, at all times, with all applicable Laws in using the Staking Portal and Staking RMW Tokens.

VI. You must maintain best industry practices in respect of security of your Wallet and associated private keys utilized in Staking. You acknowledge that RICHMINT does not maintain your private keys and cannot provide any assistance in their recovery, should they be lost, destroyed, or stolen. RICHMINT is not responsible for any Loss you may suffer if your private keys to the Wallets are lost, destroyed or stolen.

VII. You must ensure that you comply, at all times, with all applicable Laws in using the Staking Portal and Staking RMW Tokens.

VIII. You acknowledge and agree that if you Stake to a Node, the Node may impose additional conditions, separate from this Agreement, that apply to your Stake. RICHMINT is not responsible for any Loss caused or resulting from the actions of the Node operators.

2.1 Staking rewards

The Client will receive Staking Rewards directly attributable to their Staked Digital Assets after deduction of RICHMINT fees and applicable taxes if any. The yield and the payment frequency of such Staking Rewards are dependent on the Interest program chosen by the Client. Factors that are used by the Supported Network in determining Staking Rewards can include, among others, the inflation rate in the Supported Network, the amount of nominated stake behind a given validator, the total number of validators in the system, whether a validator is in the active validator set, if the validator has experienced any Slashing Penalties, etc. In the cases of RMW rewards distribution, RMW tokens will directly be added to the Clients' RICHMINT Wallet and the frequency of reward distribution will purely depend on the Type of interest program chosen by the Client initially when Staking his/her RMW Tokens.

I. Daily Interest Program: For the Clients who have opted for this program, RMW tokens will be credited to Clients' account and be added to his/her unstaked RMW balance automatically every 24 hours, till Maturity period, since his initial Staking confirmation. The RMW staking rewards & their distribution will depend on the Staking period and its respective APY chosen by the Client.

II. Cumulative Interest Program: For the Clients who have opted for this program, RMW tokens will be cumulated every month and will automatically be added to the Clients' Staked balance on monthly basis. The final Staked balance of the Client will be credited to his/her RICHMINT Staking account once the chosen Maturity Period expires.

The RMW staking rewards & their reward distribution will depend on the Staking period and its respective APY chosen by the Client when entering the Staking program.

2.2 Slashing penalties / loss of staking rewards

Some supported networks can impose Slashing Penalties on Client's Staked Digital Assets for RICHMINT's failure to operate service in accordance with the Supported Network Protocol (e.g. over-delegation, double-validation, lack of availability). By entering into this Agreement, the Client understands and accepts the risk of loss of up to all of their Staked Digital Assets if a slashing event were to occur and/or loss of staking rewards. The Client acknowledges and agrees that RICHMINT will not compensate the Client for missed staking rewards and/or Slashing Penalties.

2.3 Fees

The Client agrees to pay RICHMINT fees as set forth on the Order Form. RICHMINT charges a percentage of the Staking Rewards to all Clients payable at the time of withdrawal and/or transfer of Rewards to any Crypto exchange where RMW Tokens are listed. Fees are non-refundable. The Client explicitly authorizes RICHMINT to deduct and levy fees from the Staking Rewards that are due to the Client. If applicable, the Client will pay on top any value added taxes (VAT), any tax in the nature of withholding tax and any duties payable in respect of fees due hereunder or otherwise arising in respect of this Agreement. RICHMINT may increase fees at any time. The Client will be notified one (1) month in advance of the intention by RICHMINT to increase such fees.

2.4 Termination

The Service under this Agreement will start on the Start Date. Effective Date means the date upon which both Parties have executed the Order Form and consents to Staking plan on the RICHMINT Staking portal.

RICHMINT may terminate this Agreement at any time if RICHMINT believes that the Client is involved in any practices as mentioned in the next Section: "Immediate termination or suspension". Upon termination of this Agreement, all licenses to access and use the Services will likewise terminate, and his/her access to the Staking portal and other RICHMINT products will be immediately discontinued.

Once the Client opts for the Staking program, by choosing his desired amount of RMW tokens to be staked for his/her opted Time period, he/she will not be permitted under any circumstance to unstake his Staked cryptocurrency before the time period matures. Once the time period matures, the Clients' complete Principal along with the interest accrued (in case of Cumulative staking program) gets credited to the Clients' wallets automatically via Smart Contracts.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

Immediate Termination or Suspension

If RICHMINT learns, or believes in its sole judgment, that:

I. the Service has been or may be used by the Client for any illegal or unlawful purpose or in a   manner that breaches any applicable law or regulation;

II. the Client is acting or has acted in a manner that threatens or may threaten the fair and orderly use of the Service; or

III. the Client permits other entities than itself to use the service, then RICHMINT may, at any time and without delivery of prior written notice to the Client, terminate or suspend this Agreement immediately.

Upon termination, the Client shall (i) cease to use of the Service (unstake or undelegate); and (ii) pay to RICHMINT all fees and expenses outstanding through the termination date (iii) lose all the Tokens owned by the Client, including staked and unstaked.

3. Conditions

You may use the Staking Portal solely for Staking and in accordance with this Agreement and the Documentation.

 You must not:

(a). use the Staking Portal, or Documentation for any purpose other than Staking;

(b). use the Staking Portal as part of any effort to compete with RICHMINT or otherwise use the Staking Portal for any revenue generating endeavor or commercial enterprise;

(c). engage in any automated use of the RICHMINT Portal, such as using scripts to send comments or messages, or using any data mining, robots or similar data gathering and extraction tools;

(d). introduce any malware, viruses, trojans, corruption or other malicious code to, or otherwise interfere with the operation of, the Staking Portal, the RICHMINT Ecosystem or RMW tokens;

(e). copy, modify or adapt the source code of the Staking Portal;

(f). reverse disassemble, decompile or reverse engineer, or directly or indirectly allow or cause a third party to disassemble, decompile or reverse engineer the whole or any part of the Staking Portal, and its source code or otherwise attempt or allow any other party to attempt to obtain the algorithms by which the Staking Portal performs its functions;

(g). use the Staking Portal in breach of any Laws or in any fraudulent activity;

(h). take any action to compromise the integrity or security of the Staking Portal, the RICHMINT Ecosystem or RMW Tokens.

4. Limitation of liability and Disclaimers

4.1 You represent and warrant that:

(a) you have sufficient technical knowledge and expertise to participate in Staking and understand the operation of the Staking Portal;

(b) you have not relied on any representations by RICHMINT;

(c) you have relied on your own review of the Documentation and obtained your own legal, financial or taxation advice in making a decision to participate in RMW Staking; and

(d) you understand the risks involved in dealing with cryptocurrencies and Staking, including:

(i). the volatility in the value of cryptocurrencies, including the RMW Token;

(ii). risks associated with Ethereum protocols;

(iii).   the risk of mining attacks, including (but not limited to), double-spend mining attacks, majority mining power attacks, selfish-mining attacks and race condition attacks;

(iv).   risks of hacking of the Staking Portal, including (but not limited to) malware attacks;

(v).   using exchanges and marketplaces to purchase or sell cryptocurrency that have little regulatory control or oversight, including that using and/or purchasing RMW Tokens on an exchange is done at your own risk and that RICHMINT has no control over any such exchanges or marketplaces;

(vi).   that RICHMINT has no control over the actions of any other people staking or purchasing or selling RMW Tokens or the Node operators; and

(vii).   the irrevocability of cryptocurrency transactions.

4.2   To the maximum extent permitted by Law, RICHMINT expressly disclaims any liability, and you unconditionally and irrevocably release RICHMINT from any Loss (including Consequential Loss) you may incur, resulting from or in connection with Staking and the purchase or sale of RMW Tokens.

4.3   To the maximum extent permitted by Law, and subject to clause 4.4, in no event will the aggregate liability of RICHMINT for any Loss, direct or otherwise, resulting from or in connection with Staking, exceed an amount of US$20, regardless of the cause or form of action, whether from breach of contract, tort (including negligence) or under any other theory of liability.

4.4   To the maximum extent permitted by Law, under no circumstances will RICHMINT be liable for any Consequential Loss.

4.5   To the extent permitted by Law, RICHMINT does not make any representation, warranty or guarantee in respect of Staking or the Nodes as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness, or any content contained in or generated by, the Staking Portal, the Nodes, the RMW tokens or that:

(a). the use of the Staking Portal will be secure, timely, uninterrupted or error-free or free from vulnerabilities;

(b). the Staking Portal will operate in combination with any other hardware, software or platform;

(c). the Staking Portal will meet your requirements or expectations; or

(d). the Staking Portal are free of viruses, vulnerabilities or other harmful components.

4.6 Nothing in this Agreement requires RICHMINT to fix any bugs or errors in the Staking Portal, the RICHMINT website or RICHMINT Ecosystem, or to provide any updates in relation to the same.

4.7 RICHMINT makes no representation or warranties of any kind in relation to Nodes and RICHMINT does not take any responsibility for the operation and behavior of third party Nodes including, any commission such Nodes may charge, the availability and up-time of the Nodes and the behavior of any Node operators.

4.8 RICHMINT shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other platforms (including the Ethereum Blockchain).

4.9 You shall indemnify RICHMINT and its Related Bodies Corporate and Personnel (RICHMINT Indemnified Parties) from and against any Loss suffered or incurred by the RICHMINT Indemnified Parties arising out of or in connection with:

(a). any breach by you of this Agreement, including any breach of your representations and warranties set forth in this Agreement;

(b). your use of the Staking Portal and any Documentation;

(c). any breach of, or failure to comply with applicable Law; and

(d). any Loss arising out of or otherwise in connection with any wrongful act or omission by you.

5. Client warranties

To the extent applicable to each Client, the Client warrants to RICHMINT that:

◆ **Knowledge & expertise:** The Client has read in full and that he/she understands and agrees with the Supported Network Protocol(s) and has adequate knowledge and expertise of distributed ledger/ blockchain technologies, staking, accounts, keys, and details of the Supported Network(s) and Supported Network Protocol(s).

◆ **Due diligence:** The Client has conducted his/her own, independent, thorough Research and due diligence on the Services provided by RICHMINT, the Supported Network(s), Digital Asset(s), and other matters considered in this Agreement in determining to use the Service.

◆ **Own account:** The Client is acting for his/her own account and has made his/her own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for the Licensee based upon his/her own judgment and upon advice from such advisers as he/she has deemed necessary.

◆ **Staking risks:** The Client understands and agrees that staking may be subject to material underlying risks, such as liquidity risks (e.g. locking periods), market risks, credit/counterparty risks, slashing risks, blockchain risks and/or other operational risks.

◆ **No breach:** The Client will not violate any law, regulation, decree or legal restriction, tax regulation or obligation, or any order or judgment of any court or other agency of government when using the Service. The Client confirms in particular that he/she will fully comply with all applicable laws & regulations. The Client represents and warrants that he/she holds, and is in compliance in all material respects with, all licenses, registrations, permits, variances, exemptions, authorizations, orders and approvals of all governmental and/or regulatory authorities necessary for the operation of its business.

◆ **Anti-Money Laundering:** if applicable, the Client confirms that he/she has adopted policies and procedures designed to elicit and verify information from all Related Parties according to Anti-Money Laundering requirements of Estonia.

- ◆ If the Client is a Bank or a Financial Intermediary, it warrants that its end-clients have been duly informed about the underlying risks of the Service and that end-clients have agreed on terms and conditions equivalent to the ones defined in this Agreement.

Deposit: the Client expressly understands, acknowledges and accepts that the Service and/or Staking Rewards is not an investment service.

6. Confidentiality &Intellectual property ownership

6.1 RICHMINT owns all IP Rights in the Staking Portal and in the Documentation, and nothing in this Agreement transfer ownership of any IP Rights of RICHMINT to the Client or any third party.

6.2 If any claim is made by a third party that the use of the Staking Portal or the Documentation is an infringement of the IP Rights of any third person (IP Claim), RICHMINT may (at its discretion):

(a). replace or modify the Staking Portal and/or Documentation to remove any infringing (or allegedly infringing) component; or

(b). immediately terminate the availability of the Staking Portal and/or Documentation and you must immediately cease using the Staking Portal and destroy or return any Documentation in your possession.

7. General

7.1 If RICHMINT is partially or wholly precluded from complying with its obligations under this Agreement by a Force Majeure Event (clause 8.1) that is beyond its reasonable control, then RICHMINT's obligation to perform will be suspended for the duration of the delay arising out of the Force Majeure Event.

7.2 You agree to comply with your obligations under this Agreement in consideration of receiving access to the Staking Portal and the Documentation.

7.3 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes any oral or written prior agreement, representation or understanding.

7.4 Except where expressly stated otherwise, any express statement of a right of a party under this Agreement is without prejudice to any other rights of that party expressly stated in this Agreement or existing at law.

7.5 No delay, neglect or forbearance on the part of any party in enforcing against any other party any obligation will operate as a waiver or in any way prejudice any right.

7.6 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the Agreement will continue otherwise in full force and effect apart from such provision which will be taken to be deleted.

7.7 This Agreement is governed by the laws of Estonia, Europe. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of the courts with jurisdiction there and waives any right to object to the venue on any ground.

7.8 Any Rewards or payments to be provided or made under or in connection with this Agreement are inclusive of Indirect Tax in any jurisdiction.

8. Definitions

8.1 Force majeure

Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent such delay in or failure is caused by any event beyond the reasonable control of such party, including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, pandemic, interruptions in telecommunications or Internet or network service providers, acts or omissions of a third party hardware or software supplier or a third party communications provider, governmental restrictions and power outages.

8.2 Severability

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule of law or otherwise, the remainder of this Agreement will not be affected and to that extent the provisions of this Agreement will be deemed to be severable.

8.3 Entire agreement

This Agreement, together with all related Order Forms and attachments, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior agreements, understandings, representations, and warranties, both written and oral, with respect to such subject matter.

8.4 No waiver

No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further or future exercise thereof or the exercise of any other right or remedy.