

YOOMAHN MANAGEMENT LIMITED

1501 - C1 Grand Millennium Plaza (Lower Block)
181 Queen's Road Central, Hong Kong

info@yoomahn.com



TERMS & CONDITIONS

The following Terms and Conditions (“Terms”) govern the management of the ICO (or “token sale”, or “crowdsale”) and the sale of cryptographic YOOMAHN tokens (hereby referred to as “YOO”). The ICO process is managed by YOOMAHN MANAGEMENT LIMITED (hereinafter “YOOmahn”), established in Hong Kong, with a registration number 2166097, on behalf of YOOMAHN LIMITED, incorporated in Cayman Island.

This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the ICO in which the token (YOO) is sold, as well as the conditions and terms and the possible benefits for the token purchasers.

IMPORTANT

The ownership of YOO during the ICO carries no rights expressed or implied. The purchases of YOO are non-refundable unless under the specific conditions set by the return and refund policy of the ICO that is available for review at (https://YOOmahn.com/Refund_Policy.pdf). Purchasers should have no expectation of influence over the governance of the platform. By participating in the sale of YOO, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the costs and benefits of purchasing YOO and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are

authorized to purchase YOO in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold YOOmahn, its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers or our affiliates, now or in

YOOMAHN MANAGEMENT LIMITED

1501 - C1 Grand Millennium Plaza (Lower Block)
181 Queen's Road Central, Hong Kong

info@yoomahn.com



the future and any other member of the YOOmahn (collectively “YOOmahn Team & Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of YOO.

Purchases of YOO should be undertaken only by individuals, entities, or companies that have understanding of the usage and intricacies of cryptographic tokens and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the YOOmahn team will be available to assist Purchasers of YOO during the sale, our team will not be responsible in any way for losses resulting from actions taken by or omitted by Purchasers. The Purchaser is also liable for any losses or other damages he may suffer due to the legislation of his jurisdiction and by purchasing YOO confirms that he has the right to purchase and own YOO tokens.

Prior to purchasing YOO, the purchaser should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not purchase YOO. By purchasing YOO, and to the extent permitted by law, you are agreeing not to hold any of the YOOmahn Team & Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of YOO, including the losses associated with the terms set forth below.

TERMS AND CONDITIONS

1. Overview of the ICO of YOO

YOOmahn requires for its proper operation and the comprehensive utilization of its platform a cryptographic token titled YOO. The purpose of this ICO is to gather funds for the proper implementation and future development of the YOOmahn platform as described in the White Paper.

The platform is designed to allow for fast, effective and safe investments in real-life industries, and provides various opportunities for non-professional investors to and other interested parties to experience the Venture Capital process. The platform aims to create first tokenised Venture Capital Fund that invest in Real-Life projects closing the gap between virtual and venture capital investments, guaranteeing maximum transparency to the partners, thanks to the issuance of YOO tokens.

Every YOO token holder will actively participate in the decision-making process choosing which project to invest in, thanks to a voting system integrated into our platform, where 1YOO = 1VOTE.

More detailed information regarding the YOOmahn platform, the YOO token, and the ICO is available in our White Paper, accessible at https://YOOmahn.com/download_whitepaper.php. The White Paper constitutes an integral part of these Terms and Conditions.

2. YOO Pricing

The price of the YOO token shall be directly tied to the US dollar (USD) and shall be set as 1 USD for 1 YOO.

YOOMAHN MANAGEMENT LIMITED

1501 - C1 Grand Millennium Plaza (Lower Block)
181 Queen's Road Central, Hong Kong

info@yoomahn.com



- The soft cap (minimal amount gathered for the ICO to be considered successful) shall be 2.5 Million USD.
- The hard cap (maximum amount gathered after which the ICO ends automatically) shall be 50 Million USD.

YOO will be possible to be purchased in exchange for other cryptocurrencies, including Ethereum (ETH) and Bitcoin (BTC), and fiat currencies.

The token emission mechanism is available for review in the White Paper.

Disclosure of Purchases

In the spirit of openness, and to enable YOO Purchasers to have as much information as possible to guide their decision-making process, the YOOmahn Team will disclose on a regular basis, the total number of YOO sold, reserved and outstanding to enable the Purchaser to develop an understanding of the size of the existing YOO pool at the time of their purchase.

3. YOOmahn Will Not Purchase YOO During ICO

YOOmahn warrants that it will not purchase YOO in its own sale. Furthermore, YOOmahn warrants that it will not purchase YOO from any third party, or acquire YOO in any manner, or acquire future control of YOO, during the period of the ICO.

4. All Purchases of YOO Are Non-Refundable

All purchases of YOO are final. Purchases of YOO are non-refundable, unless the ICO fails to reach the soft cap or in case of any other legally binding condition set by the applicable legislation. Information that is more detailed is available in our

YOOMAHN MANAGEMENT LIMITED

1501 - C1 Grand Millennium Plaza (Lower Block)
181 Queen's Road Central, Hong Kong

info@yoomahn.com



Return and Refund policy at
(https://YOOmahn.com/Refund_Policy.pdf).

5. Taxation of YOO and Taxation Related to the ICO

The Purchaser bears the sole responsibility to determine whether the purchase of YOO with BTC or ETH the potential appreciation or depreciation in the value of YOO over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing YOO, and to the extent permitted by law, the Purchaser agrees not to hold any of the YOOmahn Team & Parties and YOOmahn itself liable for any tax liability associated with or arising from the purchase of YOO.

6. Privacy

Although the YOOmahn Team requires that Purchasers provide proof of identity for AML and KYC purposes, YOOmahn will not publish any identifying information related to any YOO purchase without the prior written consent of the Purchaser. Purchasers may be contacted by email by the YOOmahn Team regarding a purchase requesting additional information should it be proven necessary under the applicable legislation. YOOmahn may refuse to sell tokens if the required information is not provided.

Detailed information regarding the privacy matter and personal data protection is regulated by the relevant Privacy Policy available for review at (https://YOOmahn.com/privacy_policy.pdf).

7. Disclaimer of Warranties

The purchaser expressly agrees that the purchaser is buying YOO at the purchaser's sole risk and that YOO is provided on an

YOOMAHN MANAGEMENT LIMITED

1501 - C1 Grand Millennium Plaza (Lower Block)
181 Queen's Road Central, Hong Kong

info@yoomahn.com



"as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose. Without limiting the foregoing, none of the YOOmahn team & parties warrant that the process for purchasing YOO will be uninterrupted or error-free.

8. Limitations Waiver of Liability

The purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, YOO or any exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase, YOO.

To the extent permissible under applicable laws, under no circumstances will YOOmahn be liable to any purchaser for more than the amount the purchaser has paid under the ICO for the purchase of YOO. No provision in these terms shall affect the statutory rights of any purchaser or exclude injury arising from any willful misconduct or fraud of YOOmahn.

The purchaser shall free YOOmahn of any liability or loss that may arise due to the specifics of the legal regulation of ICO or cryptocurrencies of the purchaser's home jurisdiction or any other legislation the purchaser may be subject to for any reason. The purchaser states that they have full rights to participate in the ICO, to purchase and own YOO token and shall bear full responsibility should they not have such rights or act in violation of the legislation of their home jurisdiction and shall not hold YOOmahn liable for any damages or other consequences they may suffer due to that.

9. Force Majeure

YOOmahn is not liable for failure to perform solely caused by, but not limited to:

- Natural disaster;
- Act of war,
- Enforcement of state legal acts,
- Other unpredictable events or circumstances.

If the event that a force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or in part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of the force majeure on the injured party.

11. Complete Agreement

These Terms set forth the entire understanding between each Purchaser and YOOmahn with respect to the purchase and sale of YOO. Regarding the facts relating to the sale and purchase, the Purchaser agrees to rely only on this document and the annexes to it in determining purchase decisions and understands that these documents govern the sale of YOO and supersede any public statements about the ICO made by third parties or by members of YOOmahn Team past and present and during the ICO.

12. Severability

The Purchaser and YOOmahn agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part then that in no way shall mean that these terms and conditions are invalid in whole.

YOOMAHN MANAGEMENT LIMITED

1501 - C1 Grand Millennium Plaza (Lower Block)
181 Queen's Road Central, Hong Kong

info@yoomahn.com



13. No Waiver

The failure of the YOOmahn to require or enforce strict performance by the Purchaser of any provision of these Terms or the YOOmahn's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of YOOmahn's right to assert or rely upon any such provision or right in that or any other instance.

14. Updates to the Terms and Conditions of the YOO ICO

YOOmahn reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the website (<https://YOOmahn.com>). Any Purchaser will be deemed to have accepted such changes by purchasing YOO.

15. Cooperation with Legal Authorities

YOOmahn will cooperate with all law enforcement enquiries or requests provided they are fully supported and documented by the applicable law and shall perform the required procedures that are deemed necessary under the applicable state and international anti-money laundering standards.