

## TERMS OF USE

### OONE DRIVE MOBILE APPLICATION AND WEB SERVICES

Dear user,

This document contains very important information regarding your rights and obligations, as well as conditions, limitations and exclusions that may apply to you. Please read it carefully.

#### GENERAL TERMS

OONE Mobile Application (hereinafter also referred to as «OONE») is a digital platform owned and operated by OONE DRIVE LLC, a Nevis Limited Liability Company (registration number L 22814), whereby drivers can optimize routes to be rewarded with in-game coins, a digital currency based on the POLYGON blockchain. Further the application will be integrated with our own digital currency based on the POLYGON blockchain.

Present Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and OONE (“we”, “us”, or “our”) concerning your access to and use of the OONE Website (oone.world) and OONE Application as well as any other media form, Telegram channel or mobile application related, linked, or otherwise connected thereto (collectively, the “Website or Application”).

The Service means any service which OONE or its affiliate provides to you via its Website or Application.

The information on the Website or Application is not intended for distribution or to be used by any person or entity in any jurisdiction or country where such distribution or use would be contrary to current laws or regulations or which would subject us to any registration requirement for OONE within such jurisdiction or country.

Persons who use the Website or Application do so on their own initiative and are solely responsible for compliance with local laws applicable thereto.

Information on our Website or Application is not, in any circumstance, financial advice. Neither OONE nor any of its affiliates will or shall provide financial advice in any form.

Any purchase, convert, transfer or sale you make, accept, or facilitate in the Website or Application will be entirely at your own risk. You expressly indemnify OONE and hold us harmless for any losses you may incur by transacting or facilitating transactions in Website or Application.

#### ACCEPTANCE OF TERMS OF USE

OONE Services are only available to you upon acceptance of these Terms of Use. By using the OONE Services on our Website or Application, you agree that you have carefully read, understood, and agreed to be bound by all of these terms and conditions. If you do not agree and/or accept all of these terms and conditions, then you are expressly prohibited from using OONE Services and you must discontinue use immediately.

#### APPLICATION OF THESE TERMS OF USE

These Terms of Use apply to all users of all of OONE's services, including individuals, merchants, and legal entities.

OONE's users are those who use and/or purchase OONE services or affiliated services.

The Application is intended for users who has a valid driving license and are at least 16 years old. People under the age of 16 are not permitted to use the OONE Application.

The application is prohibited for users located in the following countries:

- Central African Republic;
- Democratic Republic of Congo;
- Eritrea;
- Guinea-Bissau;
- Iran;
- Iraq;
- Lebanon;
- Libya;
- Mali;
- North Korea;
- Somalia;
- South Sudan;
- Sudan;
- Yemen.

## DIGITAL ASSETS

OONE Services may include the provision of digital assets and/or items. Unless otherwise stated, you shall not be able to remove digital assets or items from our services.

OONE reserve the right to create, modify, change or remove in-game virtual asset without prior notice nor permission from you.

You shall not be entitled to bring any legal actions or claims against OONE in respect to the loss of the digital assets or items granted to you via our services.

Breach of these terms shall lead to termination of your account and a loss of digital assets and OONE shall not in any circumstance compensate you for this.

Upon request of deletion of personal information in accordance to our Privacy Policy you agree to forfeit your digital items or assets without any entitlement to compensation.

## USER REPRESENTATIONS

By accessing and/or using the Services, you represent and warrant that:

- you fully understand and have experience of tokens, cryptocurrencies, NFTs, and any other digital assets, as well as of blockchain-based infrastructures and services; and
- you fully understand the risks associated with the trading or holding of tokens, cryptocurrencies, NFTs, and any other digital assets as well as the mechanics related to the use of such tokens, cryptocurrencies, and digital assets (including with respect to their storage and exchange).
- Unless otherwise stated you will not, rent, lease, lend, sell, transfer, redistribute or sublicense our services or digital items or assets.
- Unless otherwise stated you shall not make OONE services available over a network where it can be used by multiple devices at the same time.

By accessing and/or using the Site or Application, you acknowledge that, tokens, cryptocurrencies, NFTs, and any other digital assets, are extremely volatile and shift quickly in terms of, among others, liquidity, market depth and other characteristics. There is no guarantee against losses for accessing and/or using the Site or Application in correlation with digital assets.

You further represent and warrant that you are not entering into transactions that are above your financial abilities and that you are aware of the risks related to tokens, cryptocurrencies, NFTs, and any other digital assets, for which you are solely responsible and liable for.

You acknowledge and agree that OONE does not provide any advice, guidance, or recommendations on the opportunity to invest into, disinvest from, or remain invested in any token. If you are considering purchasing tokens as an investment,

you should first contact your financial advisor for any such advice, guidance, or recommendation.

You acknowledge and agree that any digital asset distributed by OONE does not have a promise or guarantee of value in any form.

Upon using our services, you grant OONE a royalty free, worldwide, non-exclusive, sublicensable right to use any content that you may create in connection with our services.

You may not access or use the application or Website or Application for any purpose other than that for which we make the application and Site or Application available.

By accessing and/or using the Site or Application, you warrant that you are a bona fide user of OONE's services. By accessing OONE or account creation, you confirm that you will not use OONE services in connection with any of the following businesses, activities, practices or items, or any criminal activities whatsoever, including but not limited to:

- Terrorist financing
- Money laundering;
- Illegal gambling
- Distributing or funding drugs and drug paraphernalia;
- Malicious hacking including payments for ransomware;
- Any business activity we believe poses elevated financial risk, including legal liability, pyramid schemes, network marketing, and referral marketing programs;
- Knowingly or recklessly providing us with inaccurate or incomplete information through the Platform;
- Reverse engineering, disassembling, or otherwise attempting to construct, copy, or replicate the Application's source code, formulas, or processes;
- Interfering with the security of the Application or the safe use of the Application by others (including without limitation by way of distributing viruses, corrupted files, or other similar software or programs that may

damage the operation of any computer hardware or software or which are otherwise directed at the Website or Application or its users);

- Using the Application for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us);
- Knowingly or recklessly using and/or taking advantage of a technical or technological error, loophole, or glitch on OONE's Application and Services;
- Using the Application or the information contained in it for commercial purposes which are competitive to the Application or our business or which would otherwise be detrimental or prejudicial to our interests in any way;
- Using systematic, repetitive, or other related methods which are designed to generate or obtain repetitive and repeated amounts of data or other information from or to the Application or which may otherwise place an unreasonable load on the infrastructure of the Application;
- Publishing, posting, distributing, disseminating, or sending 'spam material' or engaging in any communication that is offensive, false, unlawful, defamatory, indecent, unfair or inappropriate in any way to others, which would reasonably be considered 'spam' or which is deliberately false, misleading, or deceptive (or likely to mislead or deceive);
- Systematically retrieving data or other content from the Website or Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Using the Website or Application in any unauthorized manner, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- Using a buying agent or purchasing agent to make purchases on the Website or Application;
- Using the Website or Application to advertise or offer to sell goods and services;
- Circumventing or disabling or otherwise interfering with security-related features of the Website or Application, including features that prevent or

restrict the use or copying of any Website or Application content or enforce limitations on the use of the Website or Application and/or the content contained therein;

- Engaging in unauthorized framing of or linking to the Website or Application;
- Defrauding or misleading us and/or other users, especially in any attempt to learn sensitive account information such as user password;
- Improperly using our support services or submitting false reports of abuse or misconduct;
- Engaging in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- Interfering with, disrupting, or creating an undue burden on the Website or Application or the networks or services connected to the Website or Application;
- Attempting to impersonate another user or person or use the username of another user;
- Selling or otherwise transferring your profile;
- Using any information obtained from the Website or Application in order to harass, abuse, or harm another person;
- Use of the Website or Application as part of any effort to compete with us or otherwise use Website or Application and/or the content contained within for any revenue-generating endeavor or commercial enterprise;
- Deciphering, decompiling, disassembling, or reverse engineering any of the software comprising or in any way making up a part of the Website or Application;
- Attempting to bypass any measures of the Website or Application designed to prevent or restrict access to the Website or Application, or any portion of it;
- Harassing, intimidating, or threatening any of our employees or agents engaged in providing any portion of the Website or Application to you;
- Deleting copyright or other proprietary rights notice from any content from or derived from the Website or Application;

- Copying or adapting the Website or Application's software, including, but not limited to HTML, JavaScript, or other code;
- Uploading or transmitting (or attempting to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or Application or that modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website or Application;
- Uploading or transmitting (or attempting to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("GIFs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMs");
- Except as may be the result of standard search engines or Internet browser usage, using, launching, developing, or distributing any automated system, including, without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Website or Application, or using or launching any unauthorized script or other software;
- Disparaging, tarnishing, or otherwise harming, us and/or the Site or Application, such harm which is assessed and judged at our sole discretion and opinion; and
- Collecting or storing personal data about other users of the Application;
- Doing anything to interfere with or negatively affect the operation of our Application, Services, or other users;
- Using the Site or Application in a manner inconsistent with any applicable laws or regulations.

## USER REGISTRATION

You may be required to register an account or sign up with the Website or Application to be able to access its features and functions. You agree to keep your



password (if any) confidential and will be responsible for all use of your account and password.

To the maximum extent allowed by law, we accept no liability for any losses suffered by you with regards to losing access to your account or wallet.

## PAYMENT AND FEES

The Website or Application reserves the right to employ and use third-party payment gateways. If you elect to purchase, trade, or sell, via the Website or Application, any financial transaction where you elect to pay via a third-party payment gateway service, requires you to abide by their terms and conditions.

Any third-party payment services used are not controlled by OONE. You agree to use the third-party payment services at your own risk. You agree to indemnify OONE from all liability in relation to any third-party payment services. We accept no liability owed to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via any third-party payment gateways.

## PURCHASES AND REFUNDS

To the maximum extent permitted by law, you agree and acknowledge that we are under no obligation to allow refunds on the Website or Application in relation to any transactions that may, be refundable. Any refunds or compensation, whether monetary or otherwise, in relation to the Website or Application and your use of the Website or Application and all its features and assets are considered, accepted, or rejected at our sole discretion. This includes, but is not limited to, the following scenarios in which you may potentially suffer loss, harm, or damage:

- accidental purchases made by you;
- glitches, malfunctions, or other technical errors encountered on the Website or Application;
- being made victim of another user's fraud, deceit, prohibited activity, or misdemeanor;

- the use of the Website or Application and/or its features and assets in a manner not consistent with a relevant intended purpose.

## SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Website or Application, the App, and the Smart Contracts (“Submissions”) provided by you to us are non-confidential and should become our sole property. We should own exclusive rights, including all intellectual property rights, and should be entitled to the unrestricted use and dissemination of these Submissions to any lawful purpose, commercial, or otherwise, without acknowledgment from or compensation for you. You hereby waive any moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there should be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## TAXATION

You shall be solely responsible for any taxes applying to the payments you make or receive through the Website or Application, and to collect, report, and remit such taxes to the appropriate tax authorities. You acknowledge and agree that, at the moment, OONE is not able to draft a taxation report concerning the operation executed and that it is your duty to collect all the information required by the competent tax authorities in order to comply with your tax obligations.

## THIRD PARTY WEBSITE OR APPLICATION AND CONTENT

The Website or Application may contain (or you may be sent via the Site or Application) links to other Site or Applications (“Third-Party Site or Applications”), as well as articles, photograph, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or

originating from third parties (“Third-Party Content”). Such Third-Party Site or Applications and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Site or Applications accessed through the Website or Application, or any Third-Party Content posted on, available through, or installed from the Website or Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Site or Applications or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Site or Applications or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website or Application and access the Third-Party Site or Applications or to use or install any Third-Party Content, you do so at your own risk and you should be aware that these Terms and Conditions no longer govern your use of and interaction with these Site or Applications and/or Content. You should review the applicable terms and policies, including privacy and data gathering practices, of any Site or Application to which you navigate from the Website or Application or relating to any applications you use or install from the Website or Application.

Any purchase you make through Third-Party Site or Application will be through other Site or Applications and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products and services offered on Third-Party Site or Application and we are not liable for any harm caused by your purchase of such products and services. Additionally, you agree and acknowledge that we accept no liability for any losses sustained by you or harm caused to you relating to or resulting, in any way, from any Third-Party Content or any contact with Third-Party Site or Applications.

## ADVERTISING

We may allow advertisers to display their advertisements and other information in certain areas of the Website or Application, including sidebars, pop-ups, and

banners. If you are an advertiser, you should take full responsibility for any

advertisements you place on the Site or Application, and any services provided on the Website or Application, or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Website or Application, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

#### TERMINATION OF USE AND BANNING OF WALLET ADDRESS

You terminate these Terms of Use at any time by withdrawing consent to abide by these Terms of Use in writing. If you withdraw consent, or otherwise terminate these Terms of Use, you will not receive any refunds for any purchases that you might make on or through the Website or Application.

You agree that we, in our sole discretion and for any or no reason, may terminate these Terms of Use or suspend and/or terminate your use of our platform, or ban your wallet address from using the Website or Application without the provision of prior notice. You agree that any suspension or termination of your access to the Website or Application may be without prior notice and that we will not be liable to you or to any third party for any such suspension or termination.

If we terminate these Terms of Use or suspend or terminate your access or a wallet's access to or use of the Website or Application due to your breach of these Terms of Use or any suspected fraudulent, abusive, or illegal activity (including, without limitation, if you engage in any of the Prohibited Activities), then termination of these Terms of Use will be in addition to any other remedies we may have at law or in equity.

We have the right, without provision of prior notice, to take appropriate legal action, including, without limitation referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Website or Application. Without limiting the forgoing, we have the right to fully cooperate with

any law enforcement authorities or court order request or directing us to disclose the identity or other information of anyone using the Website or Application.

Upon any termination or expiration of these Terms of Use, whether by you or us, you may no longer have access to information that you have used or gathered on the Website or Application or that is related to your wallet, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party.

## WAYS OF COMMUNICATION

Any information shall be transmitted to you in the following ways at the OONE's discretion:

by posting it on the Website (<https://oone.world>), or

by sending written notices to the correspondence delivery address and/or to the email address or by sending SMS messages to the Contact Mobile Phone Number, or by sharing with third parties rendering messaging services, or

by other generally available means.

By using the Website or Application you agree that the OONE shall have the right to call and to send voice and SMS messages containing information relating to services provided to you, information on changes to the Terms of Use (including the Privacy Policy), new services, other news, and advertising messages to your Contact Mobile Phone Number.

"SMS Message" means a short text message sent to your Contact Mobile Phone Number. SMS messages may be sent by the OONE or third party acting on behalf of OONE within the framework of rendering of the services, as well as for information purposes, including notifying you of transactions using bank cards linked to the OONE Application.

## LIMITATION OF LIABILITY

In no event will OONE, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to Your use of the Website or Application, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not OONE was advised of the possibility of such damages.

Without limiting the generality of the foregoing, OONE takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Website or Application, including, without limitation, to any of the following:

- (i) delays, interruption or loss of services;
- (ii) technical failure, malfunction or shutdown;
- (iii) server failure, hacks or unavailability;
- (iv) data loss;
- (v) corrupted data on OONE's servers;
- (vi) failure to update or provide correct information;
- (vii) "phishing" or other Site or Applications masquerading as OONE;
- (viii) stolen, lost, or unauthorized use of your means of authorization;
- (ix) loss of business or goodwill.

The limitation of liability set out above shall not be applicable in case of loss or damages caused by OONE or any of its employees by intentional misconduct or gross negligence.

The Website or Application supports or is integrated with third party services. OONE takes no responsibility for any third-party services and will not be liable for any loss or damages caused by such third-party services.

The Website or Application is provided on an “as is” and “as available” basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. OONE disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.

## DATA PROTECTION

In order to provide you with the Application and its services, you acknowledge and agree that OONE may collect, store, and process your personal data and/or information. By accessing and/or using the Website or Application, you acknowledge to have read, understood, and accepted the terms of OONE’s privacy policy available at <https://oone.world/assets/terms-of-use.pdf>, and you further acknowledge and agree that OONE may use such data and/or information in accordance with the terms of its Privacy Policy.

## INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Website or Application and its Services are the property of OONE or its licensors. Subject to your compliance with these Terms, OONE grants you a limited right to access and/or use the Website or Application. The right to access and/or use the Website or Application is a non-exclusive, non-transferable, revocable, limited license, and it is subject to the limitations and obligations contained herein. Nothing in these Terms of Use gives you any license (other than as set out in this section), right, title, or ownership of, in, or to any of the Website or Application.

You acknowledge and agree that OONE retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the Website or Application, the software and application programming interfaces (APIs) comprising the Website or Application, and all content therein. You acknowledge and agree that “OONE”, their trademarks, service marks, logos and graphics are the registered trademarks or trademarks of OONE.



You are not permitted to create, for commercial use, fan art (tokenised or physical), merchandise, or similar content stemming from the Website or Application and its affiliated links and projects.

If you create any fan-art for personal, non-commercial use, the artwork must clearly state “OONE Fan Art” and a link to the Website or Application. OONE reserves the right to determine if something is fan art/merchandise or not.

## INDEMNIFICATION

To the fullest extent permitted under applicable laws, you agree to hold harmless and indemnify OONE, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third-party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of:

- Your alleged or actual breach of these Terms of Use, including, without limitation, Your express representations and warranties;
- Your alleged or actual use or misuse of the Services; and
- Your alleged or actual infringement or violation of any laws or of the rights of a third party.

## ENTIRE AGREEMENT

These Terms of Use constitute all the terms and conditions agreed upon between you and OONE and supersede any prior agreements in relation to the subject matter of these Terms of Use, whether written or verbal.

## SEVERABILITY AND WAIVER

Unless as otherwise stated in these Terms of Use, should any provision hereof be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining

provisions hereof, and the application of that provision shall be enforced to the extent permitted by applicable laws.

Failure of OONE to exercise or enforce any of the rights or provisions of these Terms of Use shall not be considered as a waiver of OONE's rights to do so.

## ASSIGNMENT

OONE may assign these Terms of Use and/or delegate any of its obligations hereunder, in whole or in part. You may not assign these Terms of Use or any part of them, nor transfer or sub-license your rights under these Terms of Use to any third party, unless in connection with the transfer of the tokens.

## NO PARTNERSHIP

Nothing contained in these Terms of Use shall be deemed or construed to create a principal and agent, partnership, or joint venture relationship between you and OONE.

## FORCE MAJEURE

OONE will not be deemed in default of these Terms of Use to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires, floods, earthquakes, labour disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond OONE's reasonable control.

## ENTITLEMENT TO ACCESS AND AMEND PERSONAL INFORMATION

If your access to the Website or Application is suspended or terminated, we will keep your information in our database for at least seven years for regulatory purposes. This ensures that those who are attempting to avoid fraud cannot achieve this by simply closing or terminating their access. When your access is closed or terminated,

your information will not be used by us for any further purposes, including sharing to third parties. You are entitled to review, correct, or amend your personal information, or to delete that information where it is inaccurate. If you wish to do this, please contact us at [support@oone.world](mailto:support@oone.world).

## GOVERNING LAW

These Terms of Use, and your use of the Website or Application, are/is governed by and constructed in accordance with the laws of the Federation of Saint Christopher and Nevis, applicable to agreements made and to be entirely performed in the Federation of Saint Christopher and Nevis, without regard to its conflicts of law principles.

## UPDATES TO THESE TERMS OF USE

Supplemental Terms of Use or documents that may be posted on the Website or Application from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you of any changes by updating the "Last Updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Website or Application after the date such revised Terms of Use are posted.

This Terms of Use was last updated on January 26th, 2024.