



# Terms and Conditions

(Being in force from 11/03/2021)

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## **POLICY**

### **Antecedents**

The company develops and sells a cryptocurrency called MICO. The aim of the company is to increase the value of MICO for the users and customers (Partners) through the increase of the MICO altcoin exchange rate.

#### **I. Terms of Use**

The Terms of Use, together with the provisions of this Privacy Policy (together with the Terms of Use), apply to anyone who is registered at [www.mohinico.in.com](http://www.mohinico.in.com).

Successful registration establishes a contractual relationship between you and Mohini Flow Ltd. Seychelles (the "Company").

Any terms used in the Terms of Use, such as "we", "ours" and / or similar terms, refer to the Company.

By logging in to the Company's website, you register by fully accepting these Terms of Use and the Privacy Policy posted on [www.mohinico.in.com](http://www.mohinico.in.com) (collectively, the Terms of Use).

Pursuant to the above, by initiating the registration procedure and initiating a transaction after successful registration, you must accept the Terms of Use published on the Company's website in force at the time of registration or affected transaction, and acknowledge the provisions of the Privacy Policy.



### **I.1. The Terms of Use, Privacy Policy, their amendments and supplements**

The Company is entitled to change and / or supplement the Terms of Use and the content of the Privacy Policy at any time, based on its own, unilateral decision. You can check the changes made and the current and valid Terms of Use, Privacy Policy at any time by regularly visiting the Company's website, where you can find the current Terms of Use, Privacy Policy, and the date of modification (putting into force).

The Company notifies the Partners (persons who have successfully registered) of the current changes and / or ancillary additions by publishing them on the website [www.mohinico.in.com](http://www.mohinico.in.com), by publishing and disclosing the consolidated Terms of Use and Privacy Policy.

In the event that you initiate or perform any transaction following the changes in the Terms of Use or Privacy Policy, this means that you have accepted the affected changes, given that the rules in force on the day of the transaction apply to the affected transaction.

If you do not accept the Terms of Use in force on the day of registration or at the time of initiating the transaction, you are not entitled to obtain Partner status or to carry out the material transaction.

### **I.2. Personal Terms of Use for mohinico.in.com website**

By initiating and completing the registration, you are obliged to make a statement aware of your criminal liability and declare under the penalty of perjury, that:

- You are an adult natural person over the age of 18 and have read, understood, accepted the Terms of Use and are aware of the consequences of using the services available at [www.mohinico.in.com](http://www.mohinico.in.com).

The Company informs that only an adult natural person who has reached the age of 18 is entitled to obtain Partner status.

### **I.3. Warning, Dangers**

Before using the Company's website [www.mohinico.in.com](http://www.mohinico.in.com), registering or making a transaction, you must be sure that you understand the dangers of purchasing cryptocurrencies. The market for cryptocurrencies is volatile, prices can fluctuate suddenly and in a large scale, which can also lead to a sudden and large increase and / or decrease in the value of assets.



## II. **Contract**

A contract, ie a legal relationship between the parties, is required for you, as a Partner, to initiate and execute an advertised transaction defined by the Company, through which you may become the owner of a cryptocurrency (MICO) issued by the Company.

### II.1. **Contract formation**

The contract, ie the legal relationship between the registered person (Partner) and the Company, is established with the successful registration.

### II.2. **Registration, obtaining Partner status**

Registration process, steps:

1. / In order to successfully register, it is necessary to fill in the registration form in accordance with the instructions on the Company's website, and to provide the necessary data to the Company. After completing the form, you must send it to the Company by pressing the submit button.

2. / Upon receipt of the form, the e-mail program used by the Company will immediately send a confirmation letter to the e-mail address provided by (the sender).

3. / It is important that you confirm the registration by clicking on the link in the confirmation letter sent to you by the Company mentioned in point 2.

4. / After your approval, you will receive another letter from the Company congratulating you on your successful registration and informing you of what to do next.

Upon successful registration, as detailed above, a contractual relationship will be established between the Company and you as a Partner.

## III. **Execution of the Contract**

Upon successful registration, the Company undertakes to create a Personal Wallet (MyWallet) for you, which is suitable for receiving, sending and storing cryptocurrency MICO, issued by the Company. The Company undertakes to hand over the private key belonging to the Wallet.

The Company is entitled to restrict the use of the private key - for the purpose explained later - during the preferential subscription period (ie the Pre-launch period), which runs from 03/03/2021 to 15/06/2021.



If the Partner initiates a transaction and the affected transaction complies with the rules and principles defined by the Company, fulfills its obligations in the specified manner, the Company shall execute the affected transaction.

### III.1. **Wallet**

A wallet called MyWallet allows you to send, receive and store cryptocurrencies. A wallet is a program that stores private and public cryptographic keys that you can use to connect to a blockchain and perform transactions. A public key is like an address to your wallet, while a private key can be used to access your wallet itself.

The wallet provided by the Company to the Partner is an online wallet that you can access from your web office and is located on the TRON blockchain.

The Company does not pay interest on the balance of the Wallet to the Partner.

### III.2. **Transaction**

The purpose of concluding the contract is for the Partner to be able to purchase the MICO cryptocurrency issued by the Company, at the current exchange rate unilaterally determined by the Company and published on the Company's website in the quantities and packages offered by the Company.

The purchase of the MICO is made as follows: the value of the selected amount of MICO by the Partner, is calculated at the daily exchange rate and is paid to the Company in the cryptocurrency supported by the Company, by transferring the appropriate amount of cryptocurrency from the wallet belonging to the selected supported cryptocurrency to the Company's Wallet. The wallet addresses of the cryptocurrencies supported by the Company are available in the online office of the Partner (registered natural person) and can be clearly identified.

Purchased, ie new cryptocurrencies are placed in the Partner's Personal Wallet (MyWallet). A private key is required to move from this wallet to another external wallet. The Company is entitled to restrict the use of the private key for the purpose specified below during the Pre-launch (preferential subscription) period (from 3 March 2021 to 15 June 2021).

The Company draws the Partner's attention to the fact that, in order to ensure the planned increase in the value of the MICO, the Partner is entitled to sell the MICO purchased before 15 June 2021 until 15 June 2021 only with the consent of the Company.



In other respects, the provisions of the subscription regulations created by the Company and published on the Company's website shall apply.

### **III.3. Accepted cryptocurrencies**

The Wallet is available in the cryptocurrencies that the Company, in its sole discretion, supports (accepted cryptocurrencies). The range of accepted cryptocurrencies may change from time to time, as determined unilaterally by the Company. It is not permitted to attempt a (wallet) transaction that does not take place in a cryptocurrency accepted by the Company.

### **III.4. Private keys**

The Company securely manages and stores the accepted cryptocurrency private keys ("Private Keys") belonging to each Wallet. The provisions of point III.2/ shall apply to restrict the use of the private key.

### **III.5. Bonus**

The Company may unilaterally, independently (acting in its discretion) grant a bonus to the Partner in accordance with the subscription rules created by the Company and published on the Company's website.

## **IV. Termination of Contract**

The Company declares that, subject to the restrictions set forth below, the Partner is entitled to terminate the contract concluded between the Company and him/her (as a Partner) without justification (by electronic communication detailed in these regulations) on the basis of his/her (as a Partner) written declaration.

### **IV.1. Restriction on termination of contract**

The Partner acknowledges that to sell the MICO purchased before 15/06/2021 is possible under clause III / 2 of these regulations until 15/06/2021 only with the consent of the Company and the Partner acknowledges that he/she is not entitled to terminate the contract concluded between him/her (as a Partner) and the Company prior to 15.06.2021. without justification, except in case of serious breach of contract by the Company. An exception to this if the Partner transfers the entire amount of MICO purchased by him/her (Partner) and received as a bonus until the date of the termination of the contract to the Company as a retention money, under the title of forfeit.



## V. **Electronic communication**

You as a Partner agree and accept that:

- all communications, contracts, warnings, notices, news and / or any other documents (collectively, “communications”) relating to the Company’s services are made electronically at the email address you provide to the Company. By initiating the registration, you agree to the electronic exchange of information,
- You provide the necessary hardware and software to provide electronic communications so that you can receive, access and read / download information at any time, including establishing and maintaining an Internet connection and a valid, accessible and functional email address.
- You are solely responsible for providing the Company with a valid, accessible and functional email address in order to communicate effectively, and for continuously reviewing and updating this email address. Any notice (communication) sent by the Company to the email address provided shall be deemed delivered. You may withdraw your consent to Electronic Communications at any time by contacting the Company at [support@mohinicoïn.zendesk.com](mailto:support@mohinicoïn.zendesk.com).

### V.1. **Retention of information**

The Company will maintain a list of the information requested during the registration process, the details of which will be retained for the period specified in the Privacy Policy, even if you have already terminated your relationship with the Company. We reserve the right to retain this information for the required period of time.

## VI. **Availability of the Services**

The Company makes every effort to ensure that the services it undertakes continue to operate, but the Company makes no warranty that you will always have access to [www.mohinicoïn.com](http://www.mohinicoïn.com) website and [mohinicoïn.io](http://mohinicoïn.io) website. In addition to the generalities, we do not guarantee continuous access to the [www.mohinicoïn.com](http://www.mohinicoïn.com) or [mohinicoïn.io](http://mohinicoïn.io) and we cannot guarantee that [www.mohinicoïn.com](http://www.mohinicoïn.com). website, [mohinicoïn.io](http://mohinicoïn.io) and / or any of the services listed above will operate without interruption or there may be no delay, damage, error, omission or loss of data in the information flow.

In the event that you know or suspect, or are likely to know or suspect that any cryptocurrency has been incorrectly / mistakenly credited to your wallet, you must immediately report it to the Company by presenting (sending) the transaction ID and confirmation through customer service: [support @ mohinicoïn.zendesk.com](mailto:support@mohinicoïn.zendesk.com).



You as a Partner agree and accept that you do not claim and are not entitled to any cryptocurrency that has been credited to your account as a result of a wrong / false / erroneous transfer and will return it immediately in accordance with the instructions sent to you by the Company.

The Company does not warrant that there will be no outage, delay or other malfunction during the immediate purchase service. Before confirming an immediate purchase order, you must ensure that a sufficient amount of accepted cryptocurrency is available for purchase and that you accept the (exchange) rate set and published by the Company in the web office. The Company is unable and unwilling to reverse a transaction that has already been completed.

The Company reserves the right, in its sole discretion, to delay or refuse any immediate purchase transaction if there is a suspicion of fraud or illegal activity or placing an erroneous order.

The Company shall not be liable for any delay or non-performance in respect of spot purchase transactions. Cryptocurrency networks consist of decentralized networks managed by independent third parties. These are not owned, controlled or operated by the Company and therefore we cannot guarantee that any transaction data you provide will be accepted by the relevant cryptocurrency network. You as a Partner agree that any data you provide on the cryptocurrency network that executes the transaction may be delayed or not interpreted by the network.

We (as a Company) inform you that the basic software for controlling and regulating the operation of accepted cryptodevices is open source. Consequently, it may be used, copied, modified and distributed by anyone and the Company does not own or control it.

## VII. **Financial advice**

Under no circumstances shall any information contained on the Company's websites [www.mohinicoins.com](http://www.mohinicoins.com) or [mohinicoins.io](http://mohinicoins.io), or in the form of a message from the Company to the email address you provide, constitute financial, investment or professional advice. The Partner makes its own decisions, so you are solely and exclusively responsible for all decisions regarding the holding, sale and purchase of cryptocurrencies, and these decisions must take into account your risk-bearing capacity and financial circumstances. Please consult your legal or tax advisor to assess your situation.



## VIII. Taxes

You are solely responsible for determining what and to what extent taxes apply to you in respect of the transactions you initiate and execute, and for recaliming, recovering, retaining, keeping, announcing, sending and paying that tax to/for the appropriate tax authority.

## IX. Prohibited activities

Listing:

- violate any law, regulation, ordinance or rule,
- to commit, facilitate or support criminal offenses, including but not limited to money laundering, terrorist financing, illegal betting and malicious hacking,
- acts of violence, including but not limited to:
  - cause an unreasonably or disproportionately large load on the Company's infrastructure, or otherwise cause disruption, may have a negative impact on the operation of the Company's website and the Company's judgment,
  - attempt to gain unauthorized access to the Company's website,
  - send or upload any material to the Company's website that contains a virus, Trojan horse, worm, or any other malicious program;
- fraud, including but not limited to the use of the Company or any of its customers or Partners, or the provision of false, inaccurate or misleading information in connection therewith;

## X. Limitation of Liability

Under no circumstances shall the Company, its operating partners or any contracted member (including its directors, members, employees and agents) be liable for any direct, indirect, special, continuous, exemplary or criminal damages or any other damages, including but not limited to loss of income, loss of revenue, loss of business, loss of opportunity, loss of data, whether contractual, damages, or other, resulting from the use, unusability, or unavailability of the Company's website, including but not limited to any damage to or reliance on information provided by the Company; or other, resulting from error, omission, interruption, deletion of files and e-mails, errors, omissions, viruses, operational and transmission delays, or other execution errors, whether due to force majeure, communication failure, theft, destruction, or unauthorized access to the Company's files, programs or services.

The above limitation of liability does not apply to damages caused by willful misconduct, gross negligence or criminal offenses, as well as liability for breach of contract damaging life, physical integrity or health.



## XI. Force majeure

The Company shall not be liable for any delay, malfunction or service failure resulting directly or indirectly from circumstances beyond its control, including but not limited to delay or failure in the event of a disaster, civil or military acts, terrorist acts, civilian movements, war, strikes and other work disputes, fire, telecommunication outages, or failures of the Internet services or network services, device failures and / or software failures, other disasters, and any similar events beyond our (the Company) control.

## XII. Confidentiality

The Contracting Parties acknowledge that any data, facts or information, etc. (hereinafter: data) related to the activities of the other Contracting Party, obtained in the course of performance of the contract and its performance, the disclosure, acquisition or use of which by unauthorized persons would harm the legitimate financial, economic or security interests of the right holder or which would be jeopardized - and which is not otherwise classified as another type of secret by law - constitute a business secret of the Parties.

The Contracting Parties shall treat any secrets which come to their knowledge in accordance with the relevant legislation. Within the scope of their duty of confidentiality, they may not make the data that has come to their knowledge available to unauthorized persons, nor may they communicate, transfer or disclose it.

The obligation of confidentiality continues even after the termination of the legal relationship, without any time limit.

- The following Information is an exception to confidentiality:
  - which are already in the possession of the other party without obligation of confidentiality,
  - obtained from other sources without obligation of confidentiality,
  - which are or have become publicly available at the time the information is disclosed and for reasons other than those for which the recipient is responsible
  - the case where a Party discloses information to the extent and to the extent expressly necessary for the fulfillment of its legal obligations.

In addition to other legal consequences, the parties are liable to each other for contractual breaches of the rules of confidentiality.



### XIII. **Disputes**

The Contracting Parties (the Company and the Partner) agree to notify the other party in writing of any claim or dispute arising from the use of the Company's website within 30 days of its occurrence. The Contracting Parties agree to settle any dispute amicably and shall use their best endeavors to resolve the dispute with one another before bringing it before a court or other forum.

### XIV. **Limitation**

Contracting parties stipulate that the limitation period is 1 year.

### XV. **Governing Law and Legal System**

The legal relationship between the Company and the Partner is considered to be governed by the law of Hungary.

All possible disputes, claims, disagreements (including non-contractual disputes, claims and disagreements) between the Company and the Partner arising out of or in connection with the terms and conditions set forth in this regulation, its violation, termination, enforcement and interpretation (collectively dispute) are discussed under Hungarian law.

To the fullest extent permitted by law, the Company and the Partner agree that either party may institute legal proceedings against the other to the extent of its own or individual capacity, and both waive their right to act in a group or representative manner against the other.

### XVI. **Completeness clause**

Acceptance of the terms of this Terms and Conditions shall repeal any prior dispute or agreement between the parties.

### XVII. **Partial invalidity**

Should any part of the terms and conditions set forth in this Terms and Conditions and its additions from time to time become invalid, it shall not invalidate the entire agreement or contractual relationship, provided that the parties would not have entered into a contract in the absence of an invalid provision.



#### XVIII. **Transfer**

The Partner may not transfer or assign any of its rights or obligations under the terms of this terms and conditions to any third party without the prior written consent of the Company.

#### XIX. **Forums available for out-of-court settlement of complaints, consumer complaints and disputes**

The Partner can make his remarks and complaints related to the services of the Company at the customer service operated by the Service Provider. The Company's customer service is available at the e-mail address [support@mohinicoins.com](mailto:support@mohinicoins.com) or at one of the contact details currently listed on the Company's website. Complaints related to the service can be reported directly to the Service Provider.

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If the complaint is rejected, the Company informs the Partner that the Partner may apply to the Budapest Arbitration Board (address: 1016 Budapest, Krisztina körút 99., 3rd floor 310., mailing address: 1253 Budapest, Pf. : 10.).

The Company is not obligated to submit to the recommendation of a conciliation body. The Partner is entitled to initiate proceedings in respect of the dispute through an online dispute resolution forum.