



OROCRYPT

Terms of Service

May 16 2017

Digitised precious metals bullion

1. A bailment describes a legal relationship in common law where physical possession of personal property, or a chattel, is transferred from one person (the 'bailor') to another person (the 'bailee') who subsequently has possession of the property. It arises when a person gives property to someone else for safekeeping, and is a cause of action independent of contract or tort. Orocrypt Inc.'s chosen Vault Operators hold and control your precious metals in pursuant to a Storage Agreement between Orocrypt Inc. and the Vault Operator.
2. In each Storage agreement, Orocrypt Inc. has outlined that all precious metals held for Orocrypt Inc. tokens is subject of a bailment.
3. As part of this bailment agreement Orocrypt Inc. agrees to pay the storage fees and insurance to the Vault Operator for your precious metals.
4. The reason for structuring your precious metal's safekeeping as a bailment is purely to arrange the strongest and easiest legal framework and protections for your precious metals to be held within a professional vault at the cheapest possible price to you.

Privacy

Your privacy is very important to us. We designed our Data Policy to make important disclosures about how you can use Orocrypt Inc. to share with others and how we collect and can use your content and information. We encourage you to read the Data Policy, and to use it to help you make informed decisions.

Registration and Account Security

Orocrypt Inc. clients must provide their real names and all information required. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information to Orocrypt Inc., or create an account for anyone other than yourself without our permission.
2. You will not create more than one personal account.
3. You will not use Orocrypt Inc. if you are under 18.
4. You will keep your contact information accurate and up-to-date.
5. You will not share your password, secret keys, let anyone else access your account, or do anything else that might jeopardize the security of your account. We reserve the right to remove or reclaim the username or identifier for your account if we believe it is inappropriate.



Amendments

1. We will notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice to you by email or on our site.
3. Your continued use of the Orocrypt Inc. site, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

Termination

We reserve the right, in our sole discretion, to deny, reject or remove any client name or registration for any reason whatsoever, or for no reason whatsoever.

Limits

Your account may be subject to upload, payment and withdrawal limits, depending on your country of residence, the verification status of your account and other factors used by us to determine such limits from time to time at our sole discretion.

Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Orocrypt Inc. exclusively in the Courts of Panama, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the Republic of Panama will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
2. If a third party brings a claim against us related to your actions, content or information on Orocrypt Inc., you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Orocrypt Inc. and are not responsible for the content or information users transmit or share on Orocrypt Inc.. We are not responsible for any unlawful content or information you may encounter on Orocrypt Inc.. We are not responsible for the conduct, whether online or offline, of any user of Orocrypt Inc..
3. Whilst we endeavour to keep Orocrypt inc. up, bug-free, and safe, you use it at your own risk. We are providing Orocrypt inc. as is, without any express or implied warranties including, but not limited to, implied warranties of fitness for a particular purpose, and



non-infringement. We do not guarantee that Orocrypt inc. will always be safe, secure or error-free or that Orocrypt inc. will always function without disruptions, delays or imperfections. Orocrypt inc. is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. We will not be liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with this statement or Orocrypt inc., even if we have been advised of the possibility of such damages. Our aggregate liability arising out of this statement or Orocrypt inc. will not exceed one hundred euros (€100). Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, Orocrypt inc.'s liability will be limited to the fullest extent permitted by applicable law.

Other

1. This Statement is an agreement between you and Orocrypt Inc.. References to “us,” “we,” and “our” mean Orocrypt Inc., as appropriate.
2. This Statement makes up the entire Terms of Service agreement between the parties regarding Orocrypt Inc., and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws, when using or accessing Orocrypt Inc.

By using or accessing Orocrypt Inc. site or services, you agree that we can collect and use such content and information in accordance with the Data Policy as amended from time to time and that you accept our Terms of Service and Data Policy.



Data Policy

We treat all personal information provided by a user and held by us as confidential and will not disclose any such information to any third party except as specified in this paragraph. We will not sell, rent, loan or trade any of your personal information provided to us.

We may use another company's services to verify your personal information as a requirement for making transactions through your User Account. Any such company is authorized to use this information solely for the purpose of verifying your personal information on our behalf and for no other purpose.

We use third-party analytics tools to track general, non-personally identifiable information such as pages viewed, browser type and other information to help measure and improve overall user experience. Any such information is not linked to any personal information that can identify any individual person.

We may partner with other companies to provide specific services to users. If and when the user agrees to applicable terms and signs up for any such services, we will share names or other personal information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

