

RMCG Digital Holdings Ltd.

Terms of Use

Last revised: 01.12.2021

These RMCG Digital Holdings Ltd. Dashboard Terms of Use (hereinafter – the “**Terms of Use**” or “**Randolph & Main Terms**”) apply to and govern your permitted users’ access to and use of the Polygon-based application (the “**Randolph & Main Dashboard**” or “**Dashboard**”) and the services and tools made available on the Dashboard (collectively, the “**Services**”).

These Terms form the agreement between RMCG Digital Holdings Ltd. (“**Randolph & Main**”, “**we**”, “**us**”, “**our**”) and you as a physical person or the legal entity which you represent (“**you**” or “**your**”), and constitute a binding legal agreement.

Please read these Terms of Use carefully, as they govern your use of our Services, and expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to such use. By clicking “I Agree” to the Terms of Use or using the Services, you accept and agree to be bound by and to comply with these Terms of Use. If you do not agree to these Terms of Use, you must not access or use our Services.

1. DEFINITIONS

For the purpose of clarity and understanding, the terms listed below shall have the following meaning:

“**Account**” – a user account assigned to you after completion of the registration procedure on the Randolph & Main web-site available via this link: <https://fraxiontoken.io/> .

“**Affiliate**” means, with respect to a party to these Terms of Use, any legal entity that, directly or indirectly controls, is controlled by, or is under common control with such party.

“**Applicable Law**” has the meaning set out in Section 12.

“**MATIC**” means the Polygon Blockchain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Polygon Blockchain.

“Polygon Blockchain” means the underlying blockchain infrastructure which Randolph & Main utilizes to provide its Services.

“Governmental Authority” includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.

“Investor” – a user who has a registered Account, has access to the Dashboard and utilizes the Services to purchase a portion of Randolph & Main tokens.

“Issuer” – a user who has a registered Account, has access to the Dashboard and utilizes provided to him to operate his own version of the Dashboard, offer for purchase his own tokens and enjoy other services provided by us in this regard as described further in Section 3 “RANDOLPH & MAIN DASHBOARD SERVICES, FEES”.

“Services” has the meaning set out in article 3.1 below.

“RMCG” - a security token which is a form of Randolph & Main digital bonds, which can be purchased by the Investors via Dashboard (the terms of which are more fully set out in Prospectus).

“Usage Fees” has the meaning set out in article 3.3 below.

2. MODIFICATIONS TO THE RANDOLPH & MAIN TERMS

We reserve the right, in our sole discretion, to modify Randolph & Main Terms From time to time. Any and all such modifications are effective immediately upon posting. By clicking “I Agree” to any modified terms or by continuing to access or use the Services, you accept and agree to be bound to the modified terms. You agree to frequently review the Randolph & Main Terms to ensure that you are aware of any such modified terms.

3. RANDOLPH & MAIN DASHBOARD SERVICES, FEES

3.1 Services for Issuers – provision of access to a set of instruments that allows you to configure and run your own web-based digital securities management platform – Dashboard. The mentioned Services consist of the following actions and items (but not limited to them):

3.1.1 tools to access your account which we will provide to you on the Randolph & Main platform;

3.1.2 tools to operate your registered account and digital securities management platform;

3.1.3 tools to run the Dashboard where users can enjoy tokenized securities purchase services provided and regulated by you;

3.1.4 tools to purchase and utilize RMCG to gain access to the Services on our platforms, including the Dashboard;

3.1.5 tools to manage your tokenized securities transfers, including allowance/ban of transfer to all or part of your investors, to burn your tokenized securities and other options;

3.1.6 access to an interface to whitelist and/or blacklist and otherwise manage your potential and existing investors and other interfaces or tools allowing you to manage your digital securities management platform;

3.2 Services for Investors - provision of access to a set of instruments that allows you to purchase and utilize our tokenized securities via the Dashboard. The mentioned Services consist of the following actions and items (but not limited to them):

3.2.1 tools to register your account on the Randolph & Main platform, which can be accessed via the following link: <https://fraxiontoken.io/>;

3.2.2 tools to validate yourself as an investor, including but not limited to completion of our Know Your Customer (“KYC”) procedures;

3.2.3 tools to purchase our RMCG token and enjoy other available services.

3.3 Usage Fees - We may charge fees to you in consideration of your use of certain Services, including, but not limited to, access to the Dashboard. The details of the Usage Fees, including the amount of each Paid Service costs, when Usage Fees apply and how they are calculated can be found here. Randolph & Main reserves the right to change the Usage Fees at any time, and will provide you with a notice of any such fee changes before they become effective.

3.4 Polygon Gas Charges - Some Services involve the use of the Polygon Blockchain, which may require you to pay a fee, commonly known as “Polygon Gas Charges”, for the computational resources required to perform a transaction on the Polygon Blockchain. You acknowledge and agree that Randolph & Main has no control over: (a) any Polygon Blockchain transactions; (b) the method of payment of any Polygon Gas Charges; or (c) any actual payments of Polygon Gas Charges. Accordingly, you must ensure that you have a sufficient balance of MATIC stored at your Polygon Address to complete any transaction on the Polygon Blockchain before initiating such Polygon Blockchain transaction. We will make reasonable efforts to notify you of any Polygon Gas Charges before initiating any Services that require the use of the Polygon Blockchain.

3.5 Taxes - The Usage Fees, and any other charges hereunder, can be subject to any applicable sales, value-added, excise, withholding and other taxes. You are

solely responsible for paying any such taxes applicable to the consideration payable under these Terms, as may be required under Applicable Law and you agree to indemnify and hold harmless Randolph & Main from any liability for the same.

3.6 Acceptance of payment – notwithstanding the amount of tokens you have indicated in the appropriate line on the Dashboard, we will transfer you tokens only in the amount that you have paid for, meaning that if there is a discrepancy between the amount of tokens that you put in the appropriate line on the Dashboard and the amount of money you have paid, we will transfer you an amount of tokens equal to the amount of received payment.

3.7. Return of payments - Please note, that we will transfer your funds back in the following cases:

- if you have provided payment in the amount which is less than the established minimum cap for token purchase;
- if you have provided payment via any bank, wallet address or other payment instrument which is different from the whitelisted one during the registration procedure;
- in the event that you fail to complete any KYC procedure required or undertaken by Randolph & Main at any time (including, without limitation, any KYC procedure required or undertaken subsequent to any initial KYC procedure pursuant to which Randolph & Main requires any additional or updated documentation).

4. ACCOUNT

4.1 Account - You must have a registered account on our web-site <https://fraxiontoken.io/> in order to use the Services. During registration, in order to create an Account, we will ask you to provide certain information, including, but not limited to: your name, your physical address, your email address and/or your Polygon Address.

4.2 Your Responsibilities - As a condition to accessing or using the Services, you shall:

- 4.2.1 only use the Services for lawful purposes and in accordance with these Terms of Use;
- 4.2.2 ensure that, at all times, all information that you provide for the Services, including the information in your Account, is complete and accurate;
- 4.2.3 maintain the security and confidentiality of your Account and Polygon Address.

4.3 Unacceptable Use or Conduct - As a condition to accessing or using the Services, you will not:

4.3.1 violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing regimes;

4.3.2 infringe on or misappropriate any contract, intellectual property or other third-party rights using the Services;

4.3.3 use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;

4.3.4 attempt to circumvent any content filtering techniques or security measures that Randolph & Main employs for the Services, or attempt to access any service or area of the Services that you are not authorized to access;

4.3.5 use any malware or other automated means not provided by us, to access the Services or to extract any data which can be gained utilizing the Services;

4.3.6 use or attempt to use another user's Account without authorization;

4.3.7 post content or communications using the Services that we, in our sole discretion, consider to be libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;

4.3.8 use the Services from a jurisdiction that we have, in our sole discretion, or a relevant Governmental Authority has determined is a jurisdiction where the use of the Services is prohibited;

4.3.9 encourage or induce any third party to engage in any of the activities prohibited under this Section 4.3.

4.4 Your Assumption of Risks - You represent and warrant that you:

4.4.1 have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any tokens, including RMCG, that you decide to interact with;

4.4.2 have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of any security token activity you engage in and are able to incur a complete loss of any amounts invested using the Dashboard without impairing your financial condition;

4.4.3 know, understand and accept the risks associated with your Polygon Address, the Polygon Blockchain, MATIC, RMCG;

4.4.4 accept the risk of purchasing RMCG, exchanging them and otherwise utilizing the Services, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services;

4.4.5 understand and accept that the Services are software applications consisting of code subject to flaws and that you acknowledge that you are solely responsible for evaluating any code provided and for evaluating the functioning of any Services accessed without any liability to Randolph & Main.

4.5 Account Activities - You acknowledge and agree that you will be bound by, and hereby authorize Randolph & Main to accept and rely on any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your Account, regardless of whether such access is authorized or unauthorized. You further acknowledge and agree that Randolph & Main will not be liable for any of its actions that you have authorized it to take.

5. PRIVACY NOTICE

Please refer to our Privacy Notice or information about how we collect, use, and share your information.

6. PROPRIETARY RIGHTS

6.1 Ownership of Services - Excluding any open source software or third-party licensed software that the Services incorporate, Randolph & Main owns the Services, including all technology, content, intellectual property objects and rights in them and other materials used, displayed or provided on or in connection with the Services.

6.2 Licence; Open Source Software Licence; Limitations - The source-code for our Services are governed by the source-code license available on github repository available via the link <https://github.com/StoboxTechnologies>, and any other applicable licensing terms for the Services mentioned in these Terms. You acknowledge that the Services may use, incorporate or link to certain open-source components and that you will comply with any applicable open-source licenses that govern any such open-source components.

6.3 Trademarks - Any of our product or service names, logos, and other marks used in or as a part of the Services, including our name and logo are trademarks owned by Randolph & Main, its Affiliates or its applicable licensors. You may not copy, imitate or use them without our (or the applicable affiliate's or licensor's) prior written consent.

7. CHANGES, SUSPENSION, TERMINATION

7.1 Changes to Services - We may, at our sole discretion, from time to time and without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services, in whole or in part, for any reason whatsoever.

7.2 No Liability - We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Services.

7.3 Effect of Termination - In the event we terminate your Account or your complete access to the Services, we may delete or suspend your Account and all related information and files in such Account.

8. COMMUNICATIONS

You agree to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, “**Communications**”) that we provide in connection with these Terms of Use, your Account or any Services. You agree that we may provide our Communications to you by, in our sole discretion, posting them on our web-site <https://fraxiontoken.io/> or by emailing them to you at the email address linked to your Account.

9. INDEMNIFICATION

You will defend, indemnify, and hold harmless us, our Affiliates and our Affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “**Indemnified Parties**”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including, without limitation, reasonable attorneys’ fees, arising out of or relating to (a) your use of, or conduct in connection with, the Services; (b) the transfer of your tokens to third parties; (c) any Polygon Blockchain assets associated with your Polygon Address; (d) any feedback or user content you provide when accessing the Services, if any; (e) your violation of these Terms; or (f) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Randolph & Main (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Randolph & Main wishes to settle, and if so, on what terms.

10. LIMITATION OF LIABILITY

10.1 To the maximum extent permitted under Applicable Law, the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you waive, any representations, conditions or warranties of any kind, whether express

or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Services (including any data relating thereto) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Services are correctable or will be correctable.

10.2 You acknowledge that your data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third party providers, Internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

10.3 The disclaimer of implied warranties contained herein may not apply if and to the extent, such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which we reside.

11. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

In no event shall we (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Services (and any of their content and functionality), any performance or non-performance of the Services, your MATIC, RMCG, Dashboard or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms of Use or any limited remedy hereunder.

12. GOVERNING LAW

The interpretation and enforcement of these Terms of Use, and any dispute related to these Terms of Use or the Services, will be governed by and construed and

enforced in accordance with the laws of the British Virgin Islands, as applicable, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction and you waive any objection to venue in any such court.

13. MISCELLANEOUS

13.1 Remedies - Any right or remedy of Randolph & Main set forth in these Terms of Use is in addition to, and not in lieu of, any other right or remedy whether described in these Terms of Use, and terms incorporated by reference herein, under Applicable Law, at law or in equity.

13.2 Affiliates and Contractors - The Services may be operated or provided by us, our Affiliates, or our or our Affiliates' respective subcontractors. To the extent that one of our Affiliates or subcontractors, is operating or providing any Services, the Affiliate or subcontractor's provision of such Services will be under terms identical to these Terms, substituting the Affiliate or subcontractor's name wherever we are referenced in these Terms of Use.

13.3 Non-waiver - Our failure or delay in exercising any right, power, or privilege shall not operate as a waiver thereof.

13.4 Severability - The invalidity or unenforceability of any of these Terms of Use shall not affect the validity or enforceability of any other of these Terms of Use, all of which shall remain in full force and effect.

13.5 Force Majeure - We will have no responsibility or liability for any failure or delay in performance of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

13.6 Assignment - You may not assign or transfer any right to use your Account or the Services, or any of your rights or obligations under these Terms of Use, without our prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms of Use, in whole or in part, without notice or obtaining your consent or approval.

13.7 Restrictions - We may, at any time and in our sole discretion, restrict your access to, or otherwise impose conditions or restrictions upon your use of the Services without prior notice. For example, we may restrict access to or certain

transaction requests from certain locations if we have a reasonable suspicion of fraud, diminished capacity, inappropriate activity or a dispute in connection with your Account.

13.8 No Broker, Legal or Fiduciary Relationships – Randolph & Mains is not a provider of a broker, legal, intermediary, agent, or advisory services and has no fiduciary relationship or obligation to you regarding any of your decisions or activities that you affect when using the Services. Neither our communications nor any information that we provide to you is intended as, or shall be considered or construed as an advice.

13.9 Headings - Headings of sections are for convenience only and shall not be used to limit or construe such sections.

13.10 Entire Agreement - These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services.