

# **RULES FOR THE USERS OF THE ORBIS SMART SYSTEM**

These Rules for the Users of the ORBIS Smart System determine the procedure for accession of the Users of the ORBIS Smart System to the Rules and the terms of their application for the purpose of effective performance of the ORBIS Smart System for the benefit of its Users.

## **TERMS AND DEFINITIONS**

For the purpose of accession to these Rules for the Users of the ORBIS Smart System and effective interaction of its users, the following terms have the meaning stated below:

**The Rules for the Users of the ORBIS Smart System** (hereinafter referred to as the Rules) is a document published on the website <http://www.orbismoney.com>;

**Acceptance of the Rules** means full and unconditional acceptance of the Rules by performing actions specified herein;

**User of the ORBIS Smart System**(hereinafter referred to as the System User or the User) is a person who has accepted the Rules and uses the ORBIS Smart System in accordance with these Rules;

**The ORBIS Smart System** (hereinafter referred to as the ORBIS or the System)is an algorithm intended for making transactions by the System Users in accordance with these Rules;

**ORB** is an internal token of the ORBIS Smart System used for mutual settlements;

**User Profile** is an account containing the information required for his/her identification to access the system for the purpose of authorization and accounting;

**User Account** is a virtual system of individual self-service of the System User published on the following website: <http://www.my.orbismoney.com>., which maintains general accounting of internal units (ORB tokens) of the System User and number of transactions made;

**Balance** is an ID wallet in the User Account displaying part of personal account

used for ORB crediting. ORB in the ID wallet could be withdrawn and transferred;

**Deposit** is an investment service of the ORBIS Smart System.

**Cashback** is a part of deposit amounting from 10 to 20% which is accrued to the account of the System User when ORB are invested using license code.

## **GENERAL PROVISIONS**

These Rules determine the procedure and conditions of the Users' interaction when using the ORBIS Smart System in order to create demand for ORB – internal unit of mutual settlements, to generate own cryptocurrency and listing of this cryptocurrency on the exchange marketplaces and platforms using own resources or through the intermediaries, as well as the procedure for the use of the investment service of the ORBIS Smart System by the System Users.

The System User invests his own funds to the ORBIS Smart System at his/her own discretion, as well as exchanges them for ORB internal token, makes transactions using the investment service of the ORBIS Smart System and takes all risks associated with investment in ORB internal token and cryptocurrency generated by the ORBIS Smart System.

## **PROCEDURE FOR ACCESSION TO THE RULES.**

### **REPRESENTATIONS AND WARRANTIES**

This procedure for accession of the System Users to the Rules complies with the principles of international commercial agreements, according to which these Rules act as an offer, and acceptance involves actions of the System User expressing consent to accede to these Rules.

The offer to accede to these Rules is a public offer, in other words it is an offer made to the public at large.

In order to accede to these Rules, the System User irrevocably and unconditionally accepts all the terms of these Rules.

The acceptance of the Rules by the System User creates an agreement with other System Users under the terms of these Rules.

In any case, the following actions of the System User are recognized as acceptance: viewing the materials posted on the website, using the website by the System User in whatever form and by whatever medium within its declared functionality, filling out the registration form by the System User to open the Account and ID wallet (the registration form is freely available on the website: <http://www.my.orbismoney.com/register>).

Once the System User has taken advantage of any opportunity mentioned above and provided by the website, the System User guarantees that:

a) at the time of acceptance of these Rules he/she was 18 years of age, he/she is fully capable and there are no circumstances compelling him/her to accede to these Rules under extremely disadvantageous conditions;

b) he/she has read the terms of these Rules in full before using the website;

c) he/she accepts all the terms of these Rules in full without any exceptions and restrictions and agrees to comply with them or stop using the website;

d) there are no circumstances preventing accession to these Rules, which the System User has not notified about and which may subsequently be recognized as the basis for recognizing the terms of these Rules as invalid as applied to the System User;

e) if the System User does not agree with the terms of these Rules or does not have the right to accede to them, he/she will immediately stop using the website.

The System User unconditionally accepts the terms of these Rules by registering his/her User Profile on the website: <http://www.my.orbismoney.com/register>. Thus, the System User confirms his/her majority and legal capacity, as well as understands all the risks associated with investment in cryptocurrencies, all the functions and opportunities of the ORBIS Smart System, and wants to participate in the programs available on the website.

Once the System User has fulfilled the conditions mentioned above and has acceded to the Rules, the terms of these Rules are considered unconditionally accepted by the System User in full and are subject to change only in the manner provided for by these Rules.

These Rules are executed in the form of an electronic document, there are no hard copies; and they bear simple electronic signatures of the System Users through authorization in the Account via the User Profile using login and password confirming that the electronic signature was generated by the System User himself/herself.

The System User gains electronic administration privileges in his/her Account upon registration of the User Profile in accordance with these Rules.

The System User has the right to register only one Account in the ORBIS Smart System.

These Rules may be changed unilaterally due to changes in the cryptocurrency market. The System User is notified of the changes by a news message on the main page of the website, which the System User agrees to visit regularly.

Any claims of the System User concerning such notification will not be accepted.

The System User agrees and understands that all negotiations, correspondence and live chat of the System User can be recorded on magnetic, electronic and other media with or without automatic warning about the recording. By acceding to these Rules, the System User agrees to the use of such records as evidence in the event of a dispute.

The System User agrees and realizes that any algorithms can be used against him to detect fraud and persons who are trying to use money obtained by criminal means.

To protect against fraud:

- the System User agrees that his/her Account may be blocked if the security service detects an attempt of unauthorized access to the system databases or accounts of other System Users;

- the System User agrees that his/her Account will be blocked in case of revealing the facts of distribution of negative, defamatory information about the system on the Internet or in public;

- the System User agrees that if he/she is suspected of fraud and incorrect

informing people about the system, access to his/her Account will be suspended before completion of the final investigation of the situation.

## **FINANCIAL OBLIGATIONS OF THE PARTIES**

All settlements carried out through the User Account are made in ORB - units of mutual settlements of the ORBIS Smart System.

ORB exchange rate is floating. ORB base exchange rate is US dollar. Supply-and-demand balance on the internal exchange affects ORB exchange rate taking into account sales volume generated by the System Users and ORB exchange services available offline. ORB exchange rate against the US dollar and other currencies of the System is updated every hour.

The investment service of the System works on the same principle as the smart contract. When ORB are invested, they are multiplied by two and frozen before the System User fulfils the provisions of the contract.

There are two types of provisions: mandatory and bonus.

Mandatory provisions prescribe to attract three deposits, whereas every deposit equals to the investment of the User. When mandatory provisions of the contract are fulfilled, the User's deposit multiplied by two could be transferred to his/her account balance.

Bonus provisions prescribe to award a bonus amounting to 50% of the forth and the fifth deposits attracted using license code; and this bonus could be transferred immediately to the account balance.

If the User uses the investment service of the System and opens a deposit using license code, the cashback amounting from 10 to 20% of the deposit is accrued to the account balance of the User.

There are fixed sizes of deposits amounting to 10, 50, 100, 500 and 1000 ORB.

When the deposits amounting to 10, 50 and 100 ORB are opened using license code, a 10% cashback is accrued. When the deposits amounting to 500 and 1000 ORB are opened using license code, a 20 % cashback is accrued.

There are no limits on purchase and sale of ORB in cryptocurrency. There could

be limits on purchase and sale of ORB in fiat currency for one request, whereas number of requests is unlimited.

The System Users transfer ORB from wallet to wallet. There are no limits on such transfers.

When the ORBIS Smart System switches to the blockchain, all ORB tokens will be replaced with the System's cryptocurrency at a one-to-one exchange rate. All deposits of investment service will be transferred to the smart contract of this cryptocurrency at a one-to-one exchange rate.

The issue of ORB internal token is 1,000,000,000 ORB. These tokens are placed on closed ID wallets.

Every week 5% of the number of ORBs in circulation will be added from closed wallets. One part will go to the internal exchange and sale at the internal exchange rate. The other part will be used for holding promotions, paying bonuses, cashbacks and other events that stimulate the development of the ORBIS Smart System. Funds from sale of ORB will be allocated for development of a blockchain system and issue of its own cryptocurrency, as well as maintenance of the System.

The ORBIS Smart System does not guarantee the buyback of the ORB internal token and does not ensure its liquidity.

The ORBIS Smart System provides information on the number of ORBs in circulation, the number of ORBs on closed ID wallets, the number of ORBs frozen on deposits, as well as information on the ORB rate and its capitalization.

The transactions where ORB is added to the ID wallet or withdrawn are made through payment systems available in the Account. By acceding to these Rules, the System User realizes that the payment systems used in accordance with these Rules are prohibited by law in some jurisdictions; and he/she is ready to bear the possible risks associated with this circumstance.

When the User uses the national currency system in his/her home country, the ORB rate in national currency is the amount corresponding to the exchange rate of the internal exchange.

All requests concerning adding ORB to the ID wallet or ORB withdrawal are

made by the System User in his/her Account in the manner defined by the operating model of the User Account.

Deposit transactions, as well as withdrawal transactions, are made using bank cards or crypto wallets of the System User. Minimum amount which could be withdrawn is 1 ORB.

There is no commission fee for deposit and withdrawal transactions in the Account. Commissions for adding or withdrawal of ORB via bank cards are paid by the System User.

The System User has the right to withdraw at any time free ORBs that are not burdened with obligations under the system, subject to the following conditions:

- ORB could be transferred to bank cards or crypto wallets only.

In exceptional cases that cause suspicion of the security service for breaking into the User Account, mass withdrawal of funds from different Accounts and other situations requiring verification of the transactions performed by the System User in accordance with these Rules, ORB withdrawal and/or transfer may be postponed up to 30 business days. If this situation arises, the System User will be notified by email specified in the User Profile. Thus, the System User may be required to pass verification (to provide documents confirming his registration data). The System User has the right to request the status of the verification process by contacting the security department by e-mail: [info@orbismoney.com](mailto:info@orbismoney.com)

To perform ORB withdrawal transaction the System User should indicate the amount in ORB and specify the details of a bank card or crypto wallet, then the generated request will go to the internal exchange.

The System User is fully responsible for providing the details of bank cards or crypto wallets for transfer of funds. If the System User has provided invalid details of the bank card or crypto wallet and another System User has transferred funds through an internal exchange according to such request, then obligations to the System User are considered fulfilled.

The general rules for concluding transactions where the System User uses his/her own funds in accordance with these Rules comply with the principles

generally accepted in the international cryptocurrency market; and such transactions are risky.

The System User is warned about the risky nature of transactions concluded using cryptocurrency assets in accordance with these Rules.

The ORBIS Smart System does not sell and purchase ORB, except as expressly specified in these Rules, and does not guarantee the repurchase of ORB. All requests concerning ORB adding or withdrawal are made by the System Users on the internal exchange. The ORBIS Smart System is only an aggregator and moderator of the internal exchange; it issues ORBs and ensures the operation of the investment service of the ORBIS Smart System.

#### **GROUND OF LIABILITY. EXCLUSION OF LIABILITY**

For culpable failure to fulfil and/or improper fulfilment of obligations in accordance with these Rules, the System Users are responsible in cases and on the grounds specified in the Rules.

The ORBIS Smart System is not an investment company or a fund. The ORBIS Smart System is not engaged in attracting deposits and investments.

The ORBIS Smart System does not take responsibility for the third parties to the System User.

The ORBIS Smart System does not provide additional guarantees and does not bear any additional responsibility to the System User.

The System Users guarantee that they assume all the risks associated with the volatility of cryptocurrencies, changes in legislation concerning regulation of the cryptocurrency market. Therefore, when engaging the third parties, the System User is obliged to familiarize them with the terms of these Rules and does not have the right to promise systematic profit on behalf of the ORBIS Smart System to the third parties, otherwise the System User bears responsibility to the involved parties.

The System User independently ensures the safety of information about his passwords and other confidential information. The System User takes the consequences of the loss of the confidentiality of information about his passwords.



This provision applies both to the voluntary disclosure of information about passwords by the User to the third parties, and to the loss by the User of the confidentiality of password information against his will.

Since the ORBIS Smart System is not an Internet provider, it is not responsible for non-fulfilment of obligations due to communication failure.

In case of disputes concerning the status of the personal account of the System User, they are resolved on the grounds of the protocols of operations of the System User and are considered in the “Arbitration” section in the User Account.

The ORBIS Smart System is not responsible for the timing of banking and cryptocurrency transactions of the System Users.

In all situations not regulated by these Rules, the Users of the ORBIS Smart System are responsible to each other in accordance with generally recognized principles and standards of international law, international agreements, usual and customary business practice.

The Users of the ORBIS Smart System are not responsible for non-fulfilment or improper fulfilment of obligations in accordance with these Rules due to force majeure circumstances: force majeure events (floods, earthquakes, other natural disasters, military environment and similar social phenomena); legal force majeure (prohibitive and restrictive decisions of the highest state bodies, strikes and other social and political events that caused improper fulfilment or non-fulfilment of the terms of the contract), military operations, terrorist acts, natural, technological disasters, malfunctions in communication channels, technical crashes of Internet providers, illegal actions against the website, hacker attacks and other unlawful actions against servers of the ORBIS Smart System.

The User of the ORBIS Smart System, who has failed to fulfil the obligation, is obliged to immediately, but no later than 3 business days from the moment of their occurrence and termination, notify the other Party of the occurrence of these circumstances, the expected duration of their validity and the termination of the above circumstances.

If failure of full or partial fulfilment of obligations continues more than three

(3) consecutive months, the obligation is considered automatically terminated.

## **FINAL PROVISIONS**

These Rules are valid for an indefinite period and come into force upon their acceptance by the System User.

All disputes that may arise from these Rules, the System Users are trying to resolve through written negotiations, as well as through e-mail and the User Account. Claims of the System User are considered within ten business days from the date of receipt.

These Rules may be changed or modified without any notice to the System User. While working with the system, the System User confirms that he/she independently monitors any changes in the conditions of these Rules through the Account, regular mailings, news and texts of articles on the website. These Rules (including any of its parts) are subject to change without any special notice. The new version of the Rules comes into force upon its posting on the website or bringing it to the System User's attention in a different form, unless otherwise provided by the new version of these Rules.

By acceding to these Rules, the System Users acknowledge that the system cannot provide guarantees and/or legal advice regarding the legitimacy of using the ORBIS Smart System in the User's jurisdiction, and cannot guarantee that the system does not violate the laws of the User's jurisdiction. The System User uses the system voluntarily and takes full responsibility for the compliance of the principles of the system with the laws and rules in force in his/her jurisdiction, duly aware of all possible risks.

By acceding to these Rules, the System User confirms and guarantees that:

- using the system, he/she is not aimed at commercial profit;
- if while working with the system, the User receives commercial profit, then the System User is fully responsible for paying the corresponding taxes and fees, as well as for preparing documentary reports in accordance with the legislation of his/her jurisdiction.

By acceding to these Rules, the System User agrees that the ORBIS Smart System is not responsible and has no direct or indirect obligations to the System User in connection with any losses or damages arising from any content of the website <http://www.orbismoney.com>, registration of copyrights, goods or services available or obtained through external websites or resources or other contacts of the System User that he/she has entered into using information or links to external resources on the website <http://www.orbismoney.com>.

All conditions directly or indirectly arising from these Rules and documents published on the website and the User Account are an integral part of these Rules.

These Rules can be translated into all languages in which the official website <http://www.orbismoney.com> is represented. This translation is for information only. In the event of any discrepancies between the English version of these Rules and its translation, the English version will prevail.