

TERMS AND CONDITIONS OF USE OF THE TECHNOLOGICAL PLATFORM CALLED “MINTORE”

These Terms and Conditions of use of the Mintore platform owned by the company OREGIN S.A.P.I. DE C.V. (hereinafter “OREGIN”) constitute a legally binding agreement with you as a User of the same, govern your access and use of the Mintore platform; including, without limitation, the creation, acquisition, exchange or modification of unique digital tokens, unique series, non-duplicatable, non-fungible, non-divisible, that is, those digital collectibles ("NFT").

Therefore, the following terms and conditions legally protect the agreements and regulations, when entering, consuming and viewing products that OREGIN markets, with the understanding that Mintore facilitates transactions between the buyer and the seller of an NFT, but is not a party of no agreement between them, therefore the User acknowledges that the developer or owner of the NFT is the person who undertakes to transfer ownership of the same in exchange for the good, product, service or specific amount of certain cryptoactives.

DEFINITIONS

The terms that begin with an initial capital letter or are written in capital letters, whether they are in the singular or plural, will have the meaning attributed to each one below:

- a) Blockchain / Chain of blocks: It is a single record of information, agreed and distributed in several nodes of a network.
- b) Company / OREGIN: OREGIN S.A.P.I. DE C.V.
- c) Account: A user account registered with OREGIN within the Platform in accordance with these Terms and Conditions.
- d) Member: User registered in MINTORE.
- e) NFT: For the acronym in English of “non fungible token”, “non fungible token”; It is a unique digital token, not duplicable or divisible, that is registered through a Smart Contract and that represents, among others: certificates of ownership of metals such as gold and silver, digital arts, property titles of movable and immovable property, original works, among others.
- f) Mintore/Platform: Technological platform that can be accessed from the “mintore.oi” website.
- g) Service: To the services, products, contents, activities or functions provided by Mintore to the User, online and/or mobile services, and the use of any software provided in or in relation to it.
- h) Smart Contract: Means the computer code executed in response to transactions published in the Polygon[®] network block chain that generates a consistent and verifiable result, which facilitates, secures, enforces and executes registered agreements between You and OREGIN.
- i) Terms: These Terms and Conditions of use.
- j) User: Natural or legal person who uses the Platform.
- k) Wallet: Means the system that allows Users to manage, store, organize, exchange and transfer crypto assets, which are executed and provided by third parties.

VOLUNTARY AGREEMENT

a) The User accepts these Terms, so if they do not agree, do not understand or do not accept their integrity, OREGIN must immediately interrupt access to and use of Mintore and the Services. This Voluntary Agreement applies to all Users whether as a registered Member or not.

b) The User acknowledges and declares to be of legal age, with full capacity to enjoy and exercise, as well as being in full enjoyment and exercise of their powers, to enter into legally binding contracts according to the applicable laws in Mexico.

c) You declare under protest to tell the truth, that all the information provided to OREGIN through the Mintore for the opening of your Account is true, verifiable and is your property or has sufficient power to grant it, accepting responsibility against OREGIN of the damages that said information could cause to OREGIN or any third party for this reason releases it from any responsibility.

d) By accepting the Terms, you agree to be bound by all other Contractual Documentation required to achieve the intended business purpose, as applicable.

e) In order to access the Services, the User must have a compatible technological device, when registering they must provide accurate and truthful information, for which they agree to inform without delay about any change in the information that they have provided in their registration, in order to be able to guarantee that you receive the communications and that you will not contact any third party by mistake, completing the formats that OREGIN makes available to you for such purposes, with the requested personal data, to later generate keys and/or passwords that will be necessary to access the Services.

f) The User acknowledges that he is and at all times will be the sole and final responsible for protecting and keeping secret the information of his Accounts and Wallet, personal passwords, access codes and confidential numbers or any other code that authenticates him. In the event that the User suspects any irregularity in their access keys, they must immediately notify OREGIN to block access to the Platform with those keys and follow the process to restore the access keys.

USE OF THE MINTORE PLATFORM

This Platform uses Smart Contracts that allow you to possess, transfer, exchange and create NFTs. These NFTs can be viewed on Mintore, where you can interact, view NFTs and enter into agreements with other users who create NFTs, who will be able to transfer ownership of the NFTs they own, freely establishing the percentage of royalties that, if applicable, they wish to receive.

USE OF NFTs

NFTs will maintain a permanent record of authenticity and ownership, however, you assume full responsibility for verifying the identity, legitimacy and authenticity of the NFTs you wish to exchange.

The creators of the NFT for sale in Mintore, will be selected or must comply with the requirements made known by the Company, and there is unilateral discretion in their selection; Therefore, no guarantee is offered, nor is it promised or obligated in any way that OREGIN approves the publication or that its work

or NFT can be published on the Platform, the foregoing being the Company's power to determine eligibility criteria according to its internal policies. and nature of the NFT.

Additionally for NFT Maker Users and Sellers, by promoting, providing or selling an NFT through Mintore, you represent and warrant that you own all legal right, title and interest in and to all proprietary and intellectual property rights in and to the NFT relating to or associated with such NFT, or that the owner has legally authorized you to exploit the intellectual property rights for such purposes.

Due to the foregoing, the User will grant temporary custody to the Company until such time as the NFT is redeemed or it is decided to remove it from Mintore. The creator can add the royalty percentage they wish to receive on all consequent sales made by other users for as long as the NFT is held on the secondary market within the Mintore platform. In the event that the NFT is traded on a secondary market outside of the Mintore platform, royalty payments will not be made.

Buyer Users will be owners of the NFT, but do not have any intellectual property rights additional to those of exploitation over the NFT, subject to the license concessions expressly established by the creating User, since the creators will be the authors at all times. or holders of conducive moral rights.

REGISTRATION

The Member must register for an Account. By creating an Account, you agree not to buy, sell, rent or lease access to it, and not to share your password with third parties.

The Company may request additional information and documents, so that, if you do not attend to them, the Company, at its sole discretion, may pause or cancel your transactions or access.

DISCLAIMER; RISK FACTOR'S.

a) Because Mintore may be compatible with software or other technology provided, managed and used by third parties, the Company does not guarantee the security or functionality of any third party software or technology and is not responsible for any loss due to failures in third party software or technology.

b) The value of the NFT will be determined by its creator or seller.

c) The registration in Mintore, may give the right to obtain YOGY Tokens, which will be delivered by the Company to Members for market creation purposes, in exchange for comments or participation in improvements within Mintore, as incentives for the Users, without the foregoing being an obligation of OREGIN.

d) The operation of Mintore is not an activity regulated by the Mexican authorities. Neither the Federal Government nor the entities of the parastatal public administration may be held responsible or guarantee the User's resources that are used in the operations they celebrate with or against others, nor assume any responsibility for the obligations contracted by or by any User against to another, by virtue of the operations carried out. Nor can it be considered as a Financial Institution that has or needs federal authorization.

e) It does not carry out fund raising operations at any time.

f) Operations carried out outside of OREGIN in a secondary market will be the sole responsibility of the User and will not give the right to royalties or purchase and sale rewards.

g) The volatility of NFTs depends directly on the market, that is, the value they have is directly related to their supply and demand or, as the case may be, to the value assigned by their issuer.

IMPLICATIONS OF THE USE OF THE DIGITAL PLATFORM AND ELECTRONIC MEDIA.

a) OREGIN will allow access to the services to Users and Members. Said access will depend on the type of operations to be carried out in accordance with OREGIN's Know Your Customer Policy and the nature of each NFT.

b) In the cases of vulnerable operations of real estate, motor vehicles and purchases of 24k Gold for more than \$90,000 MXN, registration is necessary, so in order to access and make use of the Services offered by OREGIN, the User must register with their data, which are subject to the treatment that is determined in the Privacy Notice, which, by way of example but not limitation, may be:

(i) Full name

(ii) Email address;

(iii) Telephone number;

(iv) Identification with a photo issued by a state authority (passport, driver's license, valid voter ID, etc.)

The User is solely responsible for all acts and omissions that occur in relation to his account, registration, digital wallet connected to the Mintore platform.

c) OREGIN reserves the right, in its sole discretion, to make changes or modifications to these Terms at any time and for any reason. OREGIN will be able to notify you of any changes. You are responsible for periodically reviewing these Terms to stay informed of any updates.

The User will be bound by, and will be deemed to have been informed of, and to have accepted, the changes in the revised Terms, by his continued use of Mintore after the date on which said Terms are published.

The User may consult with OREGIN for clarifications that I consider necessary, in this sense OREGIN makes the following communication channels available to them: support@oregin.io

GENERAL DISPOSITION.

You authorize and give your irrevocable consent for the collection and automated payment to the Users who are the creators or owners of the NFTs, of the profits or royalties for the sales in the secondary market, waiving any defense or argument of first sale with respect to the secondary market activities, recognizing that once they leave Mintore, you agree that royalties can no longer be given or any type of payment can be established.

Any exchange transaction in which You participate will be carried out only through the Mintore network.

The NFTs will be purchased at the price that appears in Mintore, and will be subject to a 1.5% commission on the sale price that will be paid by the selling party and each user will be solely responsible for their payment, for which users acknowledge that , under no circumstances shall an agreement, offer, purchase or sale be void or revocable on the basis that the commission rate was unknown or high, in addition to the fact that you acknowledge that the commission rate is not refundable under any circumstances.

LIMITATIONS

NFTs that the Company deems inappropriate, harmful or illegal are prohibited on Mintore and Mintore reserves the right to determine the appropriateness of such NFTs and remove any NFTs at any time.

In addition to the fact that in the event that any violation of legislation is detected, the NFT may be eliminated, or payment canceled, the elimination of your Account and the permanent withholding of royalties.

The sale of stolen NFTs, or obtained fraudulently, without authorization and illegally is prohibited, so you will be responsible for any damages that may be caused, therefore, if you are aware of any alleged irregularity, you must report it immediately.

IDENTIFICATION OF OPERATIONS WITH RESOURCES OF ILLEGAL ORIGIN.

OREGIN declares that it does not carry out any criminal or fraudulent activity. Therefore, it has no intention of receiving resources from organized crime, money laundering and/or services prosecuted by both national and international laws, for which it implements policies of identification and knowledge of its Users.

RATES AND ROYALTIES

Fees will be charged for the use of Mintore as follows:

- a) The Company will charge a fee equal to 1.5% of the sale price per transferred NFT. This rate will be charged automatically in all transactions, in addition to the fact that the User must cover the gas fee of the network.
- b) The creator of an NFT will be entitled to receive royalties for each sale of an NFT that is the object of their authorship, as long as said NFT is maintained in Mintore. The percentage of said royalties will be at the discretion of the creator User and may be from 0% to 100%, the foregoing always on the understanding that Mintore has no interference in its determination.
- c) You irrevocably authorize and consent to the collection and automated payment to creators or artists of NFTs of profits or royalties from secondary market sales, waiving any defense or argument of first sale with respect to secondary market activities, and once they leave Mintore and you acknowledge and agree that royalties can no longer be given or any type of payment can be established.
- d) You will be solely responsible for paying any and all sales, use, value, taxes, duties and aggregate assessments and other tax charges to any governmental authority arising from the services you use on the Platform.
- e) The Company may offer incentives or reduced rates to certain Members at its sole discretion, depending on the activity.
- f) All users on Mintore receive 5% on every sale and 2% for every purchase made, payable on a monthly basis from the rewards fund.

RIGHT TO CHANGE RATES AND RATE STRUCTURE

We reserve the right to change or modify our fee structure or increase any of our fees at any time and from time to time. Any such changes, modifications or additions will be effective upon posting of such changes, modifications or additions. If you do not agree to the posted changes, you may close your Account as provided in these Terms.

RESTRICTIONS OF USE

By using Mintore, the User declares, guarantees and undertakes not to:

- a) You will use this to reproduce material protected by copyright;
- b) Copy, store, edit, change or prepare any derivative work or alter in any way the content provided;
- c) Use Mintore in any way that violates the Terms;
- d) Using Mintore for any illegal purpose, in violation of any applicable law or regulation;
- e) Engage in any activity on the Internet that violates the privacy rights of others;
- f) Attempt to bypass the security measures, or
- g) Carry out any action or use of a device, software, or other means tending to interfere with both the activities and operations of OREGIN and the database or contents of Mintore. Any interference, attempt or activity that violates or is contrary to the laws on intellectual property rights and/or the stipulated prohibitions will make the responsible party liable for the pertinent legal actions, and the sanctions provided for in this agreement, as well as making him responsible for compensating the damages caused by their acts and/or omissions.

COPYRIGHT AND INDUSTRIAL PROPERTY

You agree that Mintore and other content is owned by OREGIN and all source code, database, functionality, software, design and graphics in Mintore ("Intangible Asset") and the trademarks, service marks and logos contained therein (the "Trademarks") are the property of OREGIN, since they are protected by copyright, trademark and intellectual property laws.

OREGIN grants You a limited license solely for Your personal, non-commercial use to access and use Mintore or to download or print a copy of any portion of the Content to which You have properly obtained access. OREGIN reserves all rights not expressly granted to you in and to the use of the Platform and Services.

The limited license that will be granted to you when you acquire an NFT must take into consideration the following:

- a) To create an NFT you need to receive permission from OREGIN.
- b) The copyright on the design created through Mintore will belong to the User who created them in accordance with intellectual property laws, however by this act the creator grants OREGIN the rights of publication, public communication, distribution to the public and reproduction and once it is acquired by you, either as a buyer or seller, you will be able to own the NFT.
- c) The User acknowledges and accepts that OREGIN owns all the rights, for the publication of the products and services on the Platform, the graphics, the design, the computer code and all other visible elements of Mintore collectively are the property of OREGIN, and are protected by national and international copyright, trade dress, patent, and trademark laws.
- d) NFT creators or artists are prohibited from coining works that consist of unauthorized copyrighted or unlicensed content, including images, designs, audio, video, human likeness, or other original content not created by the NFT artist or creator. NFT, not in the public domain. You may only create works that you have personally created and refrain from coining works whose copyright ownership is unknown or disputed.
- e) The creators or artists of the NFT declare and guarantee that the sale, exhibition or execution of a product or service minted on the platform is not a violation of any agreement, contract or obligation owed to a third party.
- f) The creators or artists of the NFTs release OREGIN from any damages, cause or any legal action resulting from the sale of any of the NFTs that occur after the breach of these terms by the creators or artists.

PERSONAL INFORMATION

OREGIN understands the importance of maintaining the confidentiality, integrity, and security of its Users' nonpublic personally identifiable information ("Personal Data"). In general, you can access and browse the Platform without providing Personal Data. However, there may be times when you are required to knowingly and voluntarily provide some Personal Data, in order for you to participate in the Services, activities or features of the Platform. In order to use these sections or functions of the Platform, the User agrees to read the corresponding Privacy Notice expressing, when requested, their consent to the processing of their Personal Data and agrees to provide true, accurate, current and complete, as identified in the corresponding Privacy Notice.

APPLICABLE LAW AND JURISDICTION

The User accepts that when accessing this Platform the jurisdiction will be in Mexico. These Terms will be governed by and construed in accordance with Mexican law and any action arising out of or related to these Terms and Conditions of Use will be subject to the exclusive jurisdiction of the Courts of [*], Mexico.

ILLEGAL USE OF INFORMATION.

WE MAY FREEZE, TEMPORARILY OR PERMANENTLY, YOUR USE OF AND ACCESS TO THE OREGIN S.A.P.I DE C.V. PLATFORMS, WITH OR WITHOUT ADVANCE NOTICE, IF WE ARE REQUIRED TO DO SO BY LAW, INCLUDING BY COURT ORDER OR OTHER LEGAL PROCESS.

IF WE DETERMINE AFTER INVESTIGATION THAT OREGIN S.A.P.I. DE C.V. HAS BEEN USED OR IS BEING USED FOR ILLEGAL (OR SANCTIONED) ACTIVITIES, WE MAY NOT ALLOW YOU TO MAKE PURCHASES OR INVESTMENTS AND WITHOUT LIABILITY TO THE COMPANY IT IS DETERMINED THAT DEPOSITS MADE WILL NOT BE RETURNED AND WILL BE SOLD UNTIL THE FOLLOWING THE INVESTIGATION.