

Terms and Conditions for the \$OMNI Token Sale

Introduction

These Terms and Conditions ("Terms") govern the purchase of \$OMNI tokens ("Tokens") during the token sale ("Sale") conducted by Nemonium LTD and its subsidiary, OMEN LTD (collectively referred to as "We", "Us", "Our"). By participating in the Sale, you ("Purchaser", "You") agree to be bound by these Terms. Please read them carefully.

Eligibility

1. **Age Requirement:** You must be at least 18 years old to participate in the Sale.
2. **Compliance:** You must comply with all laws and regulations applicable to your purchase of Tokens in your jurisdiction.
3. **Exclusions:** Residents of countries where the Sale is prohibited or restricted are not eligible to participate.

Token Sale Details

1. **Sale Date:** The Sale will commence on June 21, 2024.
2. **Token Price:** The initial price per Token is 0.05263158 ADA.
3. **Accepted Payment Methods:** ETH, SOL, and ADA.
4. **Soft Cap:** The Sale has a soft cap of 2 million ADA.
5. **Bonuses:** For every 500,000 ADA raised, an additional 900,000 \$OMNI tokens will be distributed as bonuses, up to a total of 2 million ADA.

Token Allocation

1. **Total Supply:** 130,000,000 \$OMNI.
2. **Tokens Issued in Sale:** Up to 65,000,000 \$OMNI.
3. **Allocation Breakdown:**
 - Legal: 5% (6,500,000 \$OMNI)
 - Strategic Partners: 5% (6,500,000 \$OMNI)
 - Team: 15% (19,500,000 \$OMNI)
 - Marketing: 10% (13,000,000 \$OMNI)
 - DAO Treasury: 40% (52,000,000 \$OMNI)
 - Airdrop: 5% (6,500,000 \$OMNI)
 - Old Token (\$SKULL) Swap to \$OMNI: 13% (16,900,000 \$OMNI)
 - Liquidity Pool: 7% (9,100,000 \$OMNI)

Vesting Periods

1. **Team:** 12-month cliff, followed by monthly vesting over 36 months.

2. **Strategic Partners:** 6-month cliff, followed by monthly vesting over 18 months.
3. **Marketing:** 3-month cliff, followed by monthly vesting over 12 months.

Token Utility

\$OMNI tokens will serve multiple purposes within the Nemonium LTD ecosystem, including governance, staking, transaction fees, access to services, and rewards.

Participation Terms

1. **No Investment Advice:** Participation in the Sale is voluntary and should not be based on financial advice.
2. **No Refunds:** All purchases of Tokens are final and non-refundable.
3. **Transfer Restrictions:** Tokens may be subject to transfer restrictions in accordance with applicable laws and these Terms.
4. **Representation and Warranties:** By participating in the Sale, you represent and warrant that you are legally permitted to participate in the Sale, you are of legal age to form a binding contract, and you have a good understanding of the usage and intricacies of blockchain-based assets.

Legal Compliance

1. **KYC/AML:** You agree to comply with our Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures. We reserve the right to refuse or cancel token purchase requests at our discretion if we suspect the transactions may be connected with money laundering or any other illegal activity.
2. **Legal Standing:** Nemonium LTD and OMEN LTD are registered entities in Ras Al Khaimah, ensuring compliance with local laws and regulations.

Risks

1. **Market Risks:** The value of Tokens can fluctuate significantly and may lose value.
2. **Regulatory Risks:** The regulatory status of tokens and blockchain technology is uncertain and may change.
3. **Technical Risks:** Blockchain technology involves potential risks, including hacking and loss of tokens.
4. **Operational Risks:** There are risks associated with the operations of Nemonium LTD and OMEN LTD, including the risk of insolvency, technical failures, and changes in business strategy.

Limitation of Liability

To the maximum extent permitted by law, Nemonium LTD and OMEN LTD shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from your purchase or use of Tokens. This includes, but is not limited to, loss of profits, data, or other intangible losses arising from the use or inability to use our services or Tokens.

Disclaimer of Warranties

The Tokens are provided on an "as-is" and "as-available" basis without any representations or warranties of any kind, either express or implied. Nemonium LTD and OMEN LTD disclaim all warranties, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Indemnification

You agree to indemnify, defend, and hold harmless Nemonium LTD, OMEN LTD, and their respective officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to your purchase, use, or resale of Tokens, your violation of these Terms, or your violation of any rights of another party.

Intellectual Property Rights

All intellectual property rights, including but not limited to trademarks, service marks, logos, and copyrights, related to Nemonium LTD and OMEN LTD are the exclusive property of Nemonium LTD and OMEN LTD. You are not granted any rights in or to any such intellectual property.

Force Majeure

Nemonium LTD and OMEN LTD shall not be liable for any delays, failures in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or any other force majeure event.

Amendments

We reserve the right to modify these Terms at any time. Any changes will be posted on our website, and continued participation in the Sale constitutes acceptance of the modified Terms.

Governing Law

These Terms are governed by and construed in accordance with the laws of Ras Al Khaimah.

Dispute Resolution

Any disputes arising out of or in connection with these Terms shall be resolved through amicable negotiations. If the parties cannot resolve the dispute through negotiations, the dispute shall be submitted to binding arbitration in Ras Al Khaimah under the rules of the local arbitration institution.

Waiver of Class Action

You agree to resolve any disputes with Nemonium LTD and OMEN LTD on an individual basis and waive your right to participate in a class action lawsuit or class-wide arbitration.

Severability

If any provision of these Terms is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

Entire Agreement

These Terms constitute the entire agreement between you and Nemonium LTD and OMEN LTD regarding the Sale and supersede all prior agreements and understandings, whether written or oral, concerning the Sale.

Tokenomics and Vesting Periods

The tokenomics and vesting periods outlined in these Terms may be adjusted based on votes by the DAO. However, Nemonium LTD and the Nemonium team reserve the right to review and potentially override any decisions made by the DAO. This authority is maintained to prevent malicious takeovers and to protect the interests of the community and all participants.

Simple Agreement for Future Tokens (SAFT)

We will provide a full SAFT agreement upon request if necessary. This document outlines the terms under which future tokens will be issued to participants and serves as a legal framework for token distribution.

Contact Us

If you have any questions about these Terms, please contact us at nemonium.dao@gmail.com.

By participating in the \$OMNI token sale, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.