

Earn Interest

Terms and Conditions

Effective as of 01.11.2019



R E I N N O



INTRODUCTION

Welcome to REINNO. Our DAI Earn Interest Account is a repository account that allows you to earn interest on the DAI held in your account. Please read and keep these Terms and Conditions (“Terms”)

ACCEPTANCE OF TERMS

By opening a DAI Earn Interest Account on or after the effective date of these Terms, you agree that the terms and conditions contained in herein will govern your DAI Earn Interest Account. A DAI Earn Interest Account opened prior to the effective date will be governed by these Terms, as modified from time to time in accordance with these Terms. You agree that these Terms will govern any existing DAI Earn Interest Account maintained on or after the effective date. We reserve the right to update these Terms by notice to you from time to time, which will be sent to you by email at the address specified on your account application.

A. Our Agreement

When we say “REINNO,” it means REINNO TOKENIZATION LLC. If you see the words “we,” “us” or “our,” we are talking about REINNO TOKENIZATION LLC. When you see the words “you” and “your,” we mean the person or entity listed on the DAI Earn Interest Account application.

B. Account Basics

1. Opening a DAI Earn Interest Account

Anyone who is at least eighteen (18) years old can apply to open a DAI Earn Interest Account. In order to open your account, we will need to verify your identity and require acceptable types of identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person or entity that opens an account. When you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver’s license or other identifying documents. DAI Earn Interest Accounts are not available in the States of New York, Connecticut, or Washington, or in Cuba, Iran, North Korea, Sudan, Syria, or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions, or any other jurisdiction which we determine we would not be able to offer DAI earn interest accounts for regulatory or policy reasons. Due to the dynamic nature of regulatory requirements and interpretations in the market, we reserve the right to update the list of prohibited jurisdictions and/or reject applications to open accounts that we determine we would be unable to accept for regulatory or policy reasons in our sole and absolute discretion. DAI Earn Interest Accounts can be opened at <https://reinno.io>. You represent and warrant that any and all information provided to us pursuant to these Terms or otherwise is true, accurate and not



misleading in any respect. If any such information changes, it is your obligation to update such information as soon as possible. Note that we may use credit reports or other information from third parties to help us determine if we should open or maintain your account. Your account is not deemed to be opened, and we have no responsibility to you unless and until you have received written confirmation from us that your account has been opened. We are not obligated to accept an application from any applicant, and we reserve the right not to open an account for any applicant in our sole and absolute discretion.

2. Funding your DAI Earn Interest Account

You can make your account-opening deposit by transferring DAI to the deposit address provided in your REINNO account. The transfer of such DAI to your DAI Earn Interest Account may not be deemed settled and completed until (i) the transaction has been recorded in a block and five (5) consecutive subsequent blocks referring back to such block (meaning six (6) blocks in total) have been added to the applicable blockchain. As of the date of these Terms, the minimum deposit required to open a DAI Earn Interest Account (the “Minimum Balance”) is one DAI. We may, in our sole discretion, reduce the Minimum Balance in the future, and such reduced Minimum Balance will apply to your DAI Earn Interest Account. Once your account has been opened and funded, REINNO requires seven calendar days’ notice prior to your complete or partial withdrawal of the DAI you have deposited with us, and if you choose to make a partial withdrawal, your remaining account balance must be greater than or equal to the Minimum Balance in effect at such time.

3. How Accounts Can Be Owned

DAI Earn Interest Accounts can be held in the types of ownership described below.

a. Individual Account

This account is owned by only one person or entity who can deposit, transfer or withdraw DAI held in the account.

4. How Interest Is Calculated

We announce our interest rate with a minimum frequency of once a month on or around the first business day of each month. Interest will be payable in arrears and added to the principal in your account 7 business days after earn interest is over.

5. How Interest Is Paid

We will credit your DAI Earn Interest Account with the interest earned within seven business days of the end of each earn interest. Your account must be open on such date in order for you to receive this interest payment. All interest will be paid in kind. The accrued interest is credited in



DAI only.

6. Withdrawals

You may make a complete or partial withdrawal of principal from your DAI Earn Interest Account at any time. REINNO initiates the withdrawal process instantly when possible, and we may require up to seven days after you submit your withdrawal request to process the withdrawal. In the case of any withdrawal, you will be required to provide the details for the account to which you wish to transfer your DAI. In the event that the details you provide are inaccurate, incomplete or misleading, your DAI may be permanently lost. When you withdraw all or any of your DAI, we will not be liable for any loss that results from inaccurate, incomplete or misleading details that you may provide for such transfer. If the account you specify is one to which we are unable to process transfers, we will have no liability for any failure or delay in processing your requested withdrawal.

REINNO and our third party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of deposits and withdrawals of DAI either temporarily or permanently. REINNO is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of deposits or withdrawals. Any blockchain transaction fees charged by third parties in connection with your withdrawal will be deducted from the amount of DAI you withdraw from your DAI Earn Interest Account. For example, if you withdraw two DAI from your account, and the DAI network charges a transaction fee equal to 1 DAI, you will receive 1 DAI.

7. Taxes

You will be able to see a record of the transactions related to your DAI Earn Interest Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with applicable law. You agree that REINNO is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your DAI Earn Interest Account.

8. Risk Disclosure

Your DAI Earn Interest Account is not a checking or savings account, and it is not covered by insurance against losses. We will lend, sell, pledge, rehypothecate, assign, invest, use,



commingle or otherwise dispose of funds and DAI assets to counterparties, and we will use our commercial best efforts to prevent losses. In certain jurisdictions, DAI is not legal tender, is not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of DAI.

Transactions in DAI may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some DAI transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction. The value of DAI may be derived from the continued willingness of market participants to exchange government-issued currency for DAI, which may result in the potential for permanent and total loss of value of a DAI should the market for that DAI disappear. There is no assurance that a person who accepts a DAI as payment today will continue to do so in the future. The volatility and unpredictability of the price of DAI relative to government-issued currency may result in significant loss over a short period of time. The nature of DAI may lead to an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganizations. The nature of DAI means that any technological difficulties experienced by REINNO may prevent the access or use of a customer's DAI. Any bond or trust account maintained by REINNO for the benefit of its customers may not be sufficient to cover all losses incurred by customers. In light of these risks, you should carefully consider whether holding DAI is suitable for you in light of your financial condition.

10. Consent to Rehypothecate

In consideration for the interest earned on your account, you grant REINNO the right, subject to applicable law, without further notice to you, to hold the DAI held in your account in REINNO's name or in another name, and to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use any amount of DAI, separately or together with other property, with all attendant rights of ownership, and for any period of time and without retaining in REINNO's possession and/or control a like amount of DAI, and to use or invest DAI at its own risk. You acknowledge that, with respect to assets used by REINNO pursuant to this paragraph, (i) you may not be able to exercise certain rights of ownership and (ii) REINNO may receive compensation in connection with lending or otherwise using DAI in its business to which you will have no entitlement.

11. Ownership of DAI

You hereby represent and warrant to us at all times during which you hold DAI in



your DAI Earn Interest Account that DAI used by you in connection with your DAI Earn Interest Account is owned by you or that you are validly authorized to carry out transactions using DAI and that all transactions initiated with your DAI Earn Interest Account are for your own account and not on behalf of any other person or entity.

C. General Rules Governing DAI Earn Interest Accounts

All of our actions relating to your account, including these Terms, will be governed by the laws and regulations of the United States and, to the extent not preempted, the laws and regulations of the State of Delaware. Any lawsuit regarding your account must be brought in a proper court in the State of New York, City of New York, Borough of Manhattan. If any part of these Terms is determined to be invalid or unenforceable, such determination will not affect the remainder of these Terms.

We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

1. Contributions

All contributions to your DAI Earn Interest Account must consist of eligible DAI and must be transferred to the deposit address provided in your REINNO account application or as otherwise notified by us to you. We have the right to reject any deposit and the right to return a deposit already made. Any deposit received on any business day at or before 11:59 p.m. ET will be treated by us as being received on such business day.

2. Our Relationship with You

These Terms and the deposit relationship do not create a fiduciary relationship between us.

3. Authorized Users

We may follow instructions regarding your DAI Earn Interest Account if we reasonably believe that you have authorized the instructions.

4. Statements

We will make statements for DAI Earn Interest Accounts available to you by email and/or online at <https://reinno.com>. All of your DAI Earn Interest Accounts and (in our discretion) those of any of your affiliates may be combined into one statement.

5. Review of Account Statements

We will make available to you a periodic statement showing the activity on your account and containing information sufficient to allow you to reasonably identify transactions. You must examine the statement and notify us of any unauthorized use or any error or irregularity on the



statement within 60 calendar days after the statement is sent or made available to you. If notice is not received within the 60-calendar day period, then we will have no liability to you and the loss will be entirely yours.

6. Notice of Withdrawal; Limits on Withdrawals

We initiate the withdrawal process as quickly as possible but may require up to seven (7) days to process withdrawals from your DAI Earn Interest Account. Withdrawal limits based on frequency may apply from time-to-time and will be described in your DAI Earn Interest Account interface.

7. Transfer of Accounts

Accounts are not transferable or assignable in whole or in part.

8. Abandoned/Unclaimed Accounts

REINNO is required by law to turn over the funds in abandoned or unclaimed customer accounts to the state of your last known residence.

9. Business Day

For purposes of these Terms, our business days are Monday through Friday. Saturdays, Sundays and all federal and New York State holidays are not included.

10. Indemnification and Limitation of Liability; Attorney's Fees and Costs for Lawsuits

You agree to indemnify and hold us and our affiliates harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur in connection with or arising out of your use of your DAI Earn Interest Account or our activities in connection with such account, your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by your agent, representative or third-party service provider while using your DAI Earn Interest Account, regardless of whether the specific use was expressly authorized by you. You agree to comply with applicable law and to not use your account for unlawful internet gambling transactions or any other transaction or activity that is illegal or violates applicable regulations or rules of any applicable self-regulatory organization. Please note, your agreement to comply includes United States federal and state economic sanctions laws and regulations, including those issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States.

We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment or communications malfunction). We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind. Except



for any setoff permitted by applicable law and Section 13 below, any amounts owed or liabilities incurred by us (“Obligations”) may be satisfied solely from the assets of REINNO.

Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to any amounts owed or liabilities incurred, to or against any assets of any person or entity other than REINNO for Obligations, including, without limitation, any member, affiliate, investor, employee, officer, agent or advisor of REINNO. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law and Section 13 below.

We reserve the right to limit access to your accounts, which can include temporarily or permanently removing your online access, restricting your account and/or closing your accounts without prior notice to you unless prior notice is required by law. We do not bear liability for such actions. In addition, REINNO reserves the right to withhold or delay the withdrawal of funds or assets belonging to you if you fail to comply with these Terms.

Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited.

11. Conflict/Disputes Involving Your Account

We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by these Terms without being liable to you, even if such action causes you to incur fees, expenses or damages.

If third parties make claims on your account, or if we receive conflicting instructions from authorized signers, or if we become involved in or concerned about a dispute between you and an authorized signer, we have discretion to react in ways we believe to be appropriate, including by closing your account and returning the DAI deposited therein or interpleading funds to court. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys’ fees, and we may charge them to your account.

12. Legal Process Affecting Accounts

If legal action such as an attachment, garnishment, levy or other state or federal legal process (“legal process”) is brought against your account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account. We will not contest on your behalf any such legal process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you. If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any



garnishment or other levy against your account is subject to our right of setoff and security interest.

13. Setoff and Security Interest Rights

You grant us a security interest in any and all of your accounts with us for obligations owing to us or any of our affiliates by any owner of any of your accounts. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else, including debts and obligations under other transactions or agreements between you and us or any of our affiliates. We may take or set off funds in any or all of your accounts, or transfer funds between any or all of your accounts, with us or any of our affiliates for direct, indirect and acquired obligations that you owe us or our affiliates, including any balances as a result of not having sufficient funds available, regardless of the source of funds in an account. These rights are in addition to other rights we have to take, transfer or charge funds in your account for obligations you owe us or our affiliates. We may consider these Terms as your consent to REINNO's asserting its security interest or exercising its right of setoff should any laws governing your account requires your consent. If the law restricts our ability to take, transfer or setoff funds in your account, or if some deposits are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all of your accounts with us to obligations you owe us. Exercising these rights may result in early withdrawal penalties.

We hereby agree that, to the extent permitted by applicable law, you may take or set off funds in your account, or any amounts we owe you with respect thereto, against the Obligations. If the law restricts your ability to take, transfer or setoff funds in your account, or if some deposits are protected from attachment, levy or legal process, to the extent that we may do so by contract, we waive those conditions and limits and authorize you to apply funds in any or all of your accounts with us to the Obligations.

14. Change of Address

You must promptly notify us of any change in your residential mailing or email address. Failure to notify us may result in delay or non-receipt of REINNO correspondence.

15. Recording and Monitoring Telephone Calls and Electronic Communications

We may record and monitor our telephone conversations with you and your electronic communications with us (chat, e-mail and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

16. Waiver



We may delay or waive any rights we have under these Terms. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under these Terms. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

17. Changes in Terms

Please be aware that accounts or services can change over time. We reserve the right to discontinue or make changes to accounts or services. We may change these Terms, and we may add to or delete from these Terms, and the updated agreement will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If we have provided advance notice and you do not agree with a change, you may close your account(s) before the effective date of the change, addition or deletion. Your continued maintenance of your account following the effective date of any change, addition or deletion will be subject to these Terms as so modified.

18. Digital Images, e-Signatures, & Facsimile Signatures

We accept digital images, e-signatures, and facsimile signatures for documents that need to be signed. However, we will not be liable if use of a device was unauthorized or if the size, color or quality of the signature is different from that of any signature previously presented to us. If a facsimile signature is used for a withdrawal from your account, you are responsible for any withdrawal from your account when the facsimile signature resembles or purports to be the signature of a person authorized to make withdrawals from your account. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our payment of a withdrawal accompanied by a facsimile signature or by a facsimile or digital image that we otherwise believe you authorized.

19. Closing an Account

We have the right to close your DAI Earn Interest Account at any time for any reason without advance notice.

D. Electronic Services

1. Online

Our platform allows you to review your accounts and conduct certain other transactions online. You must maintain adequate security and control of any and all IDs, passwords, hints, or any other codes that you use to access your DAI Earn Interest Account through our online platform. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your DAI Earn Interest Account. We assume no responsibility for



any loss that you may sustain due to compromise of your sensitive information.

2. Liability for Unauthorized Transfers from Your Account

Tell us AT ONCE if you believe that an electronic transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your account (plus any other REINNO account you own). Also, if your statement shows transfers that you did not make, tell us at once. You accept all risks of unauthorized access and use of your DAI EarnInterest Account.

3. Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages.

However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough funds in your account to make the transfer.
- b. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- c. In the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous.
- d. If your account is not in an active status.

There may be other exceptions stated in our agreement with you.

4. Disclosure of Account Information

We will disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing transfers; or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. If you give us your written permission; or
- d. If we close your account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; or
- e. In order to comply with government agency or court orders; or
- f. As disclosed in our Privacy Policy.

5. In Case of Errors or Questions

5. In Case of Errors or Questions

Email us at office@reinno.io, as soon as you can, if you think your statement is wrong or if you need more information about an item listed on the statement. We must hear from you no later than sixty (60) days after we send you or make available to you the FIRST statement on which the



problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the item you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing, and/or we may request additional information, within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, or request additional information, and do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

REINNO Marketing Terms and Conditions

By agreeing to these Terms and Conditions (“Terms”), you agree that the terms and conditions contained in herein will govern your referral and marketing relationship with REINNO.. We reserve the right to update these Terms by notice to you from time to time, which will be sent to you by email at the address specified on your account application.

These Terms outline the general conditions under which Partner will market REINNO’s services and the compensation arrangements governing those efforts.