

You, the buyer, may cancel this transaction at any time within 21 days of purchase date after the date of this transaction. See the last page of this Agreement for an explanation of this right.

GENERAL SALES TERMS AND CONDITIONS OF ONYXUM

Purchase Policy Contract

1. INTRODUCTION

1.1 Onyxum Services Inc. ("us", "we", or "our") operates the onyxum.com website as well as the Onyxum mobile application and offers Hotel Points Packages. Onyxum Hotel Points Packages are a bundle of hotel points you can use towards bookings made with Onyxum for hotel accommodation. Onyxum offers various means of payment to its Affiliates including but not limited to E-Wallets (defined herein) and cryptocurrency. Information about other means of payment for the purchase of Onyxum Products and Services is available on the Website (defined herein).

The purchase of Onyxum Products and Services, as defined in Schedule "A", offered by Onyxum, 600-1741 Lower Water Street, Halifax, Nova Scotia, Canada, B3J 0J2 or other services offered by third-party suppliers and affiliates of Onyxum on the Website, constitutes a contractual agreement between you and Onyxum and/or its suppliers, and implies your acceptance of Onyxum's general sale terms and conditions, as well as Onyxum's Purchase Policy Contract (Schedule "A").

1.2. Hotel Points Packages are subject to the General Sales Terms and Conditions, as well as the Purchase Policy Contract, set forth herein.

1.3. General Sales Terms and Conditions, as well as the Purchase Policy Contract set forth herein, constitute the agreement between Onyxum and its Hotel Points' Customers.

1.4. Onyxum may revise and amend the Purchase Policy Contract, at its sole and unfettered discretion, without prior notice.

1.5. Failure on the part of either of the parties to exercise or enforce any right conferred by the Purchase Policy Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time.

2. Definitions

The following definitions shall apply to these General Sale Terms and Conditions:

- 2.0. “Affiliate” the term for all ranks of users (Customers and IBOs)
- 2.1. “Customer(s)” means for the purpose of the General Sales Terms and Conditions an Affiliate of Onyxum.
- 2.2. “Customer Transaction” means the supply of Onyxum Products and Services by Onyxum to a Purchasing Customer as a result of a purchase.
- 2.3. “Date of Sale” is the date on which the Customer makes a Purchase of Onyxum Products and Services. The Date of Sale shall also be considered the date the Purchasing Customer enters into the Internet sales contract for the Onyxum Products and Services.
- 2.4. “E-Wallet” is one of the official means of payment by Onyxum which is similar to a point card. E-wallet is equal to American dollars in terms of its value.
- 2.5. “Independent Business Owner” or “IBO” is an independent promoter of Onyxum's Product and Services
- 2.6. “Internet” means the decentralized global network connecting networks of computers and similar devices to each other for the electronic exchange of information using standardized communication protocols.
- 2.7. “Internet Sales Contract” means a Customer Transaction formed by internet communications.
- 2.8. “Hotel Points” means hotel points that a Purchasing Customer can use towards booking hotel accommodation offered by Onyxum. Onyxum Hotel Points are priced in US Dollars, each Hotel Point is equal to 1 US dollar.
- 2.9. “Onyxum Points Package” means a bundle of Hotel Points.
- 2.10. “Onyxum Products and Services” means all products and services, including Hotel Points Packages available by Onyxum to Customers.
- 2.11. “Purchase Policy Contract” means the Hotel Points Packages’ details and terms and conditions contained herein.
- 2.12. “Purchasing Customer(s)” means for the purpose of the General Sales Terms and Conditions an IBO or a Customer making a purchase of Onyxum Products and Services and carrying out a Purchase Policy Contract.
- 2.13. “Service Provider” means the provider of accommodations (e.g. hotel, motel, apartment, bed & breakfast), transportation provider (e.g. car rentals, cruises, rail, airport rides, bus tours, transfers), tour operators, travel insurances, and any other travel or related product or service as from time to time available for reservation on the Onyxum platform.

2.14. "Supplier" shall mean Onyxum or any Service Provider of Onyxum, as defined hereinabove.

3. Hotel Points Packages

3.1. Onyxum offers hotel accommodations in almost every country that is a member of the WTO. We provide different reservation period options depending on the available hotel brands and customer preferences. Bookings are made in capital cities; however, in some countries, other cities may be offered. In a nutshell, when you have for example 500 Hotel Points it is like that you have 500 US dollars with Onyxum that you can spend on our recommended hotels.

3.2. There are different types of Hotel Points Packages which shall be purchased from the Onyxum Website. These are described in further detail in Schedule "A", as well as on the Onyxum Website.

3.3. Terms and Conditions of these Hotel Points Packages are also available on the Onyxum Website.

3.4. An individual will be considered as a Purchasing Customer of Onyxum Hotel Points Packages once he/she purchases Hotel Points Package and receives an Email containing Onyxum Hotel Points Package' Receipt (Purchase Policy Contract).

3.5. Transaction Fees: A 3% transaction fee will be applied to every purchase paid through Digital Currencies and 15 USD for payments through Bank Wire.

3.6. Hotel suggestions are three (3) to five (5) stars' hotels, depending on the following factors:

- How many Onyxum Hotel Points you have
- Your destination: the variety of hotels available in the destination country
- Your exact desired dates of travel (with number of nights) or a range of dates
- Your required property amenities (if you have any)
- Your choice of minimum star level (if you have one)

Some hotels may not be available during peak season and major holidays.

3.7. 1 HP: Onyxum also offers single Hotel Points (1-HP) after the first order is placed, so if the amount of Hotel Points you have is not sufficient to book your desired hotel and you need to pay for example X amount of money, then you can simply purchase X single Hotel Points.

3.8. If the amount of Hotel Points that you used toward booking your desired hotel is less than the Hotel Points you purchased in total, then the remaining amount will be saved for your next hotel booking as long as the Hotel Points are valid.

3.9. Hotel Points usage is subject to the General Terms and Conditions and other rules, regulations, policies and procedures that Onyxum may, at its discretion, adopt

from time to time. Onyxum may amend the General Terms and Conditions at any time without notice. Onyxum has the sole discretion to interpret and apply the General Terms and Conditions and Purchase Policy Contract.

3.10. Onyxum reserves the right to amend the prices, types and the availability of the Onyxum Hotel Points Packages without prior notice.

4. Validity

4.1 The Onyxum Hotel Points Packages are valid for a specific period of time from the date of purchase.

4.2 The validity of Hotel Points Packages shall be found in Table 1 or Hotel Points Package Receipt or on the Website.

5. Hotel Booking:

5.1. A Hotel Booking (Booking Request) means reservation of accommodation in a hotel suggested by Onyxum. Each Hotel Booking has:

- A Value
- A Specific Hotel
- Check in and Check out Dates
- Room and Board Type
- Maximum Number of People Per Room

5.2. Once a hotel is booked and confirmed, it shall not be changed, modified or canceled unless stated otherwise.

5.3. All Hotel Bookings are subject to availability and strictly on a first-come-first-served basis.

5.4. Each room can be occupied only by individuals whose name is on the Hotel Voucher.

5.5. The company only provides accommodations. The availability of breakfast depends on the hotels' services and facilities.

5.6. Each reservation has a unique set of conditions and cancellation policies imposed by the selected hotel. The conditions and policies are available on the Onyxum Booking Platform and they must be agreed to prior to booking confirmation.

5.7. The customer is solely responsible for all cancellation and/or booking fees. No refund will be given for no-show(s), early check-out(s) and/or unused night(s).

5.8. Once an existing booking is cancelled, it cannot be reinstated. Furthermore, if the hotel does not have a cancellation policy, all reserved and cancelled vacation days of the Hotel Points will be lost.

5.9. The Customer must agree to carefully review all terms and conditions on the Onyxum Booking Platform.

5.10. Each reservation has a unique set of conditions imposed by the relevant hotel and available on the Onyxum Booking Platform which must be agreed to prior to confirmation.

6. Hotel accommodation and Travel Advisory:

6.1. The check-in and check-out time may vary from one hotel to another. Customers shall find the timing on the hotel voucher provided by Onyxum.

6.2. The primary guest must be at least 18, presented in the hotel and bring ID at the time of check-in.

6.3. Children count as hotel guests when they need a bed of their own. The age limit for children may vary from one hotel to another. Further details can be obtained at the time of reservation.

6.4. Customers and his/her guest(s) shall be solely responsible for ensuring that they have valid travel documents such as passports and visas.

6.5. Prices for Onyxum Hotel Packages exclude personal/travel insurance, visa fee (if required), room service, optional tours, tour guide and/or driver tipping and all personal expenses.

6.6. The Customer and his/her guest(s) shall be personally liable for payment of all personal charges derived from the use of the hotel accommodation that is not included in their Hotel Voucher. Personal charges may include but not limited to:

- charges related to the use of the telephone incurred by the Customer and his/her guest(s);
- charges for consumption of food and beverages incurred by the Customer and his/her guest(s);
- any incidentals requested by The Customer and his/her guest(s);
- any special services or supplies related to the occupancy of accommodation units or the use of other benefits;
- the cost of replacing or repairing any damage to the accommodation unit, common furnishings, or the common areas due to loss or damage caused by the Customer and his/her guest(s);
- any charges or expenses incurred as a result of negligence or intentional act by the Customer and his/her guest(s);

- the cost of additional services contracted by the Customer and his/her guest(s);
- any charges, costs or government taxes and fees which have been clearly stated as not being included as part of the reservation. The collection of these charges will be due and payable at check-out and must be guaranteed by an imprint of a credit card or cash whichever requested by the hotel accommodation operator during check-in.

6.7. In some destinations, the Customer and his/her guest(s) may be asked to pay additional taxes or surcharges imposed by local governments such as the municipality. These charges may or may not be made known during the booking procedure.

6.8. Customers and his/her guest(s) must strictly comply with the terms and conditions of the hotels.

6.9. Reservations during Peak Seasons and major holidays in the destination city are limited or unavailable. During such periods, hotel prices usually increase substantially; therefore, it could be possible that your Hotel Points do not cover the additional fees required for the selected dates. In this situation, Onyxum offers three (3) different options:

- The client can choose to continue with their reservation but the options, if any, that we can provide will most likely be of lower quality than those offered during off-season periods.
- Depending on the destination, we could still offer a high-quality hotel but the client would need to pay the difference.
- The client can change the booking dates and select a period after the high season (specific to the destination of choice) in order to book a high-quality hotel, without any extra charges.

6.10. In some small cities where the number of hotels is low, hotel options may be limited or there may not be any availability. Customers are advised to check the availability of hotels at the chosen location at least 4 weeks before the desired date of travel.

7. Governing Agreements:

Your vacation is subject to: a) the General Sales Terms and Conditions of Onyxum and its schedules; b) the rules in force at each destination you travel to; c) the contract between yourself and the air carrier; and d) the local laws of the country of your vacation destination. These terms, conditions and rules, constitute the entire agreement concerning your vacation. We shall not be bound by any representations (whether allegedly made by us or by a travel agent) unless they are contained in the present documents or confirmed elsewhere in writing, and are not responsible for any acts or omissions of third-party suppliers of hotel and airfare, whose own terms and conditions apply to the services they offer. When you arrange your own transportation

to your vacation destination, you alone are responsible for your arrangements and all matters connected to your transportation and transfers.

8. Payment information:

Onyxum Products and Services shall be paid in full at the time of purchase. Payment can be made by bank wire, Cryptocurrency or any other form of payment accepted by Onyxum. We use third-party services for payment processing (e.g. payment processors). We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. All cryptocurrency payments are processed through Coinpayments, Inc. (<https://www.coinpayments.net/>).

9. Copy of Internet sales contract:

Within fifteen (15) days after the contract is entered into, Onyxum shall provide a Customer with a copy of the contract in writing or electronic form, by e-mail to the e-mail address provided by the Customer to Onyxum for the provision of information related to the purchase of Onyxum Products and Services.

10. TRANSFER

The rights to use the reservations included in a package can be given to first degree relatives (A first-degree relative is one's child, sibling or parent) by paying a fee equivalent to 10% of the reservation price for each reservation. (minimum transfer fee is 10 USD).

The package is, however, strictly NOT FOR RESALE or for other commercial purposes.

11. Termination:

Misuse of purchased Packages may result in immediate termination, suspension or withdrawal of the customer's rights to the said Hotel Packages. Onyxum shall have the sole discretion to terminate or suspend all Customer's rights in breach of any of the provisions set out in this Product Terms of Service.

12. Waiver and limitations of liability:

TO THE EXTENT PERMITTED BY LAW, ONYXUM AND ANY CORPORATION AFFILIATED TO ONYXUM ARE NOT LIABLE FOR ANY ACCIDENT, INJURY, ILLNESS, PROPERTY DAMAGE, LOSS OF WORK OR VACATION TIME RESULTING FROM (A) CANCELLATIONS OR CHANGES OF ITINERARY OR SCHEDULES BY US OR THE OPERATORS OR BY SUPPLIERS OF SERVICES; (B) BREAKDOWN OF ANY VEHICLE OR EQUIPMENT, STRIKES, THEFT, FAULT OR NEGLIGENCE OF ANY SUPPLIER OF SERVICES; (C) FAULT OR NEGLIGENCE

OF ANY AIR, WATER OR LAND CARRIER OR OTHERS WHO SUPPLY TRANSPORTATION OR PROVIDE RELATED SERVICES; OR (D) ANY DELAY OR DEFAULT WHICH IS CAUSED BY CONDITIONS OR EVENTS BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO NATURAL INCIDENTS, GOVERNMENTAL RESTRICTIONS, TERRORIST ATTACKS/EVENTS, CONTINUING DOMESTIC OR INTERNATIONAL PROBLEMS SUCH AS WAR OR INSURRECTIONS, PANDEMICS, STRIKES, FIRES, FLOODS, WORK STOPPAGES, EMBARGOES, AND/OR LACK OF MATERIALS. HOWEVER, THE ABOVE WAIVER AND LIMITATION OF LIABILITY WILL NOT APPLY TO MATERIAL BODILY OR MORAL INJURY CAUSED TO YOU THROUGH THE INTENTIONAL FAULT OR GROSS NEGLIGENCE OF ONYXUM. Onyxum is not responsible (and disclaims any liability) for the use, validity, quality, suitability, fitness, and due disclosure of the Trip and makes no representations, warranties, or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose. You acknowledge and agree that the relevant Trip Provider is solely responsible and assumes all responsibility and liability in respect of the Trip (including any warranties and representations made by the Trip Provider). Onyxum is not a (re)seller of the Trip. Complaints or claims in respect of the Trip (including related to the offered (special/promotion) price, policy or specific requests made by Customers) are to be dealt with by the Trip Provider. Onyxum is not responsible for and disclaims any liability in respect of such complaints, claims, and (product) liabilities. In the case of any claim, under no circumstances shall you claim from Onyxum an amount greater than the price paid for the Onyxum Products and Services purchased by the Customer, or any amount for consequential, indirect, or additional damages and expenses you may incur. The Customer acknowledges having read and understood the present General Sales Terms and Conditions of Onyxum and agrees to be bound by them.

13. Miscellaneous:

13.1 When providing the Onyxum Products and Services, the information that we disclose is based on the information provided to us by Suppliers. As such, the Suppliers that market and promote their Trips on our platform are given access to our systems and extranet through which they are fully responsible for updating all rates/fees/prices, availability, policies, conditions, and other relevant information that is displayed on our platform. Although we will use reasonable skill and care in performing the Onyxum Products and Services, we will not verify and cannot guarantee that all information is accurate, complete, or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade, or maintenance of our platform or otherwise), inaccurate, misleading, or untrue information, nor non-delivery of information. Each Supplier remains responsible at all times for the accuracy, completeness, and correctness of the (descriptive) information (including the rates/fees/prices, policies, conditions, and

availability) displayed on our platform. Our platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification, (star) rating, or type of accommodation of any Supplier (or its facilities, venue, vehicles, (main or supplemental) products or services) made available, unless explicitly indicated or set out otherwise. Onyxum Products and Services are made available for personal and non-commercial use only. Therefore, you are not allowed to resell, deep link, use, copy, monitor (e.g. spider, scrape), display, download, or reproduce any content or information, software, reservations, tickets, products, or services available on our platform for any commercial or competitive activity or purpose.

13.2 By purchasing Onyxum Products and Services, you agree to receive (i) an email which we may send you shortly prior to your arrival date, giving you information on your destination and providing you with certain information relevant to your reservation and destination, (ii) an email after arrival to rate the (experience with your) Supplier, and (iii) an email which we may send to you promptly after your stay inviting you to complete our guest review form. See our Privacy Policy for more information about how we may contact you. Onyxum disclaims any liability or responsibility for any communication by or with the Supplier on or through its platform. You cannot derive any rights from any request to, or communication with the Supplier or (any form of) acknowledgement of receipt of any communication or request. Onyxum cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed, or accepted by the Supplier. In order to duly complete and secure your reservation, you need to use your correct email address and/or mobile phone number. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address, or inaccurate or wrong (mobile) phone number or credit card number. Any claim or complaint against Onyxum or in respect to the Onyxum Products and Services must be promptly submitted, but in any event within 30 days after the scheduled day of consummation of the product or service (e.g. check out date). Any claim or complaint that is submitted after the 30 days period may be rejected, and the claimant will forfeit the right to any (damage or cost) compensation. Due to the continuous update and adjustments of rates and availability, we strongly suggest to make screenshots when making a reservation to support your position (if needed).

14. Refund Policy:

14.1. If a customer requests a refund for purchased Products and Services within Twenty-One (21) days from the date of receipt of the Sales Contract, Onyxum shall offer the Affiliate the option to receive full E-Wallet credit.

14.2. The fund will be transferred to the user's Onyxum account within:

- 24 hours if Ewallet.

14.3. There shall be no refund if the Products and Services have been utilized in part or in full. If the Products or Services have not been utilized in part or in full, the Affiliate may be asked to submit a purchase receipt and ID card to be eligible for a refund.

14.4. Onyxum reserves the right to refuse the application of this refund policy if, at its sole and unfettered discretion, Onyxum determines that an Affiliate abuses this policy by requesting repeated refunds.

14.5. To request a refund, please send an email or ticket to help@onyxum.support within 21 days of purchase date.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within 21 DAYS from the date of purchase. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, e-mail a signed and dated copy of this Cancellation Notice or any other written notice to help@onyxum.support , or send a ticket to Onyxum, NOT LATER THAN twenty-one days after the date of purchase.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____

Date _____

SCHEDULE "A"

Hotel Points Packages	Price (USD)	Validity (Month)	Refundable Within 21 Days Of Purchase	Destination
1 HP	1	12	Yes	World Wide
Silver Capitals	500	12	Yes	World Wide
Star Capitals	1000	16	Yes	World Wide
Gold Capitals	1500	20	Yes	World Wide
Platinum Capitals	2000	24	Yes	World Wide