



ORET Token

1. TOKEN SALE TERMS AND CONDITIONS

The following Terms and Conditions ("Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("ORET") from Paraguay Mineral Mining SA, an exempted company registered in Paraguay (the "Company"). Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the ORET token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE ORET FROM THE COMPANY. BY PURCHASING ORET FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT contact@oretoken.net. By purchasing ORET, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "ORET Token Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of ORET, including losses associated with the terms set forth below.

DO NOT PURCHASE ORET IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING ORET, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE ORET.

PURCHASES OF ORET SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF ORET DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR ORET RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE ORET OR PARTICIPATE IN THE SALE OF ORET. YOUR PARTICIPATION IN ORET TOKEN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE ORET TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1.1 Conditions to ORET token sale

YOU MAY NOT MAKE A PURCHASE OF ORET TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR



RESIDENT OF CHINA. When you purchase, or otherwise receive, a ORET token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the ORET tokens: - neither the Company nor any of the ORET TOKEN Team has provided you with any advice regarding whether ORET is a suitable investment for you; - you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally; - you are legally permitted to receive and hold and make use of ORET in your and any other relevant jurisdiction; - you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of ORET and allocate ORET to you; - you have not supplied us with information relating to your acquisition of ORET or otherwise which is inaccurate or misleading; - you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation; - you will notify us promptly of any change to the information supplied by you to us; - you are of a sufficient age (if an individual) to legally obtain ORET, and you are not aware of any other legal reason to prevent you from obtaining ORET; - you take sole responsibility for any restrictions and risks associated with receiving and holding ORET TOKENS; - by acquiring ORET, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction; - you are not obtaining or using ORET TOKENS for any illegal purpose, and will not use ORET TOKENS for any illegal purpose; - you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of ORET; - your acquisition of ORET TOKENS not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction; - to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of ORET and/or the Ethereum Network; - you accept that ORET is created and you obtain ORET on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing ORET without being able to provide any warranties in relation to ORET, including, but not limited to, title, merchantability or fitness for a particular purpose; - you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of ORET (ii) the potential appreciation or depreciation in the value of ORET over time, if any, (iii) the sale and purchase of ORET; and/or (iv) any other action or transaction related to ORET has tax implications.

1.2 Overview of ORET TOKENS sale

ORET tokens are required for proper operation of PARAGUAY MINERAL MINING SA Project (as defined in the white paper (the “White Paper”) provided at <https://oretoken.io/> (the “Website”) as of the date the Purchaser acquires ORET tokens). After the ORET sale, each ORET is backed by the purchase of the underlying assets, as described in the White Paper. To the extent they do not contradict these Terms, the rights connected to ORET are subject to the limitations set out in the White Paper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms. The Company reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect the Company or ORET from a regulatory or legal perspective. The Company shall have the right to sell any such underlying assets (if already part of ORET portfolio) and block their acquisition. The maximum total amount of ORET tokens to be issued is 12.500.000 (roughly equivalent to US\$6.250.000). ORET tokens are generated as



Purchasers buy them and the total supply of ORET tokens will be fixed after the end of the ORET token sale. No more ORET tokens will be issued after the end of the ORET token sale, as described in the preceding paragraph. Ownership of ORET during the ORET token sale carries no rights express or implied. Purchases of ORET tokens are non-refundable.

The anticipated distribution of the ORET tokens is as follows:

- 88% ICO stage
- 4% Airdrop previous to the sale
- 8% Bounty

The total amount of money collected in the ORET ICO will be invested in (i) the purchase of properties rich in precious minerals (Gold) for its exploitation (ii) purchase of machinery: crushers, mills, separators by gravity, classifiers, magnetic equipment, agitation equipment, transmission equipment, pumps, valves, hydrocyclone. And everything necessary for the assembly of a Gold Processing Plant (iii) necessary resources for logistics (as defined in the official document (the "White Paper").

1.3 ORET tokens Price

Purchasers in the ORET token sale will be allocated their ORET tokens in exchange for ETH. The price of each ORET token is displayed on the Website (www.oretoken.io) and can not vary during the ICO period. The US Dollars to ETH exchange rate is used to dynamically set the ETH to ORET rate. Purchaser must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any ORET token purchased from the Company.

1.4 Timing of ORET Token Sale

The Company reserves the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues. The general public will be able to see the total number of ORET tokens sold at the ICO stage, as well as the distribution of all ORET tokens between the participating Ethereum accounts. In the spirit of openness, the Company will constantly update on the Website the number of tokens sold. Furthermore, the Ethereum accounts used to store ETH during the ORET token sale duration will be publically available and their balances will also be made available on the Website.

1.5 After the ORET Token Sale

The Purchasers should have no expectation of influence over governance of the Company. Upon the conclusion of a successful ORET token sale, the digital assets backing each ORET token will be transparently purchased.

Prior to a Purchaser selling ORET after the ORET token sale completion, such Purchaser shall ensure that the buyer of any such ORET token undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the ORET token sale.

1.6 The Company Will Not Purchase ORET During the ORET token Sale



The Company warrants that neither it nor its shareholders will purchase ORET during the ORET token sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase ORET from any third party during the period of the ORET token sale.

1.7 All purchases of ORET are final

PURCHASES OF ORET TOKENS ARE NON-REFUNDABLE. BY PURCHASING ORET, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON. IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING ORET CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR ORET, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL ORET FROM SUCH ORET TOKEN OWNERS AT THE THEN-EXISTING MARKET PRICE.

1.8 Privacy

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information

1.9 Force Majeure

The ORET Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,
- or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

1.10 Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING ORET AT THE PURCHASER'S SOLE RISK AND THAT ORET IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,



WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE ORET TEAM WARRANTS THAT THE PROCESS FOR PURCHASING ORET WILL BE UNINTERRUPTED OR ERROR-FREE.

1.11 Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, ORET OR (ii) THE ORET TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE ORET TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, ORET, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO ORET. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE ORET TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF ORET, AND THAT THE RISK OF PURCHASING AND USING ORET RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE ORET TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF ORET. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE ORET TEAM.

1.12 Complete Agreement

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of ORET. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of ORET and supersede any public statements about the ORET token sale made by third parties or by the ORET Team or individuals associated with any of the ORET Team, past and present and during the ORET token sale.

1.13 Severability



The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

1.14 No Waiver

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the ORET Team shall be deemed a modification of these Terms nor be legally binding.

1.15 Updates to the Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing ORET. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

1.16 Cooperation with Legal Authorities

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

1.17 Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the ORET Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of ORET; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 17. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.



1.18 Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold ORET TOKENS purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

1.19 Language

Currently, only English versions of any ORET communications is considered official. The English version shall prevail in case of differences in translation.

2- ORET Risks

2.1 By purchasing, owning, and using ORET, you expressly acknowledge and assume the following risks:

Risk of Losing Access to ORET Due to Loss of Private Key(s), Custodial Error or Purchaser Error
A private key, or a combination of private keys, is necessary to control and dispose of ORET TOKENS stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing ORET TOKENS will result in loss of such ORET. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your ORET TOKENS. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store ORET in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your OTER TOKENS. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving ORET TOKENS, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

2.2 Risks Associated with the Ethereum Protocol

Because ORET and the ORET TOKEN SALE platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or ORET. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the ORET and the platform, including the utility of the ORET for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.



2.3 Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, ORET are susceptible to attacks by miners in the course of validating ORET transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and ORET, including, but not limited to, accurate execution and recording of transactions involving ORET.

2.4 Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or ORET in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and ORET, including the utility of ORET for obtaining services.

2.5 Risks Associated with Markets for ORET TOKENS

If secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to ORET (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

2.6 Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, ORET are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

2.7 Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of ORET and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the ORET TOKEN SALE platform and ORET. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and ORET. Regulatory actions could negatively impact the platform and ORET in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of ORET TOKENS constitutes unlawful activity or that ORET are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions,



or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

2.8 Risks Arising from Taxation

The tax characterization of ORET is uncertain. You must seek your own tax advice in connection with purchasing ORET TOKENS, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

2.9 Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the ORET AND PARAGUAY MINERAL MINING SA services.

2.10 Risks Arising from Lack of Governance Rights

Because ORET confer no governance rights of any kind with respect to the ORET TOKEN platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any ORET you own, including their utility for obtaining services.

2.11 Unanticipated Risks

Cryptographic tokens such as ORET are a new and untested technology. In addition to the risks, there are other risks associated with your purchase, possession and use of ORET, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Document.

For further information regarding the ORET Token sale, please contact contact@oretoken.net