

dSYS End-User Agreement

Any usage of the software products and services of dSYS Limited is conditional upon you having acknowledged and accepted the following terms of the software services agreement:

1. Definitions

For the purposes of this document, the below terms will have the following meaning:

“Company” or “we” means dSYS Limited, a legal entity established under the laws of the British Virgin Islands, registered at the following address: Quijano & Associates (BVI) Limited, Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands;

“Documentation” means all Materials supplied by or on behalf of the Company for use in conjunction with the Software, in any media or form, including (i) any and all installer’s, operator’s and user’s guides and manuals, (ii) training materials, (iii) source code files and applicable source code accompanying documentation, (iv) guides, (v) functional or technical specifications or other materials (including all materials describing the interoperability of the Software with other hardware or software), (vi) written requirements or specifications for the Software, and (vii) any revisions to the Documentation accompanying program upgrades;

“4P Project” means the Web3 communication project published on the Website;

“Four Token” means an ERC-20 utility token granting the Users access rights to the Software and 4P Project;

“Intellectual Property” means all property rights and other exclusive rights. Intellectual property objects means in accordance with the legislation relating to any jurisdiction in the whole world (i) inventions (patentable and non-patentable, used or not used in practice and/or developed independently or jointly with other parties), all their improvements, patents, patent applications, patents and inventions’ descriptions and all other copyright to the inventions, together with all their reissues, extensions, continuation-in-part applications, divisions, revisions, additional certificates of protection, renewals and revisions; (ii) trademarks, service marks, trade names, logos, designs, advertising slogans, firm names of legal entities, along with all intangible elements of value of the firm which they represent and are associated with, registrations, applications for registration and renewed registrations; (iii) copyright (whether registered or unregistered), works that may be the subject matter of copyright, copyrights and their registration and applications for registration; (iv) web sites in the Internet; (v) the design of integrated circuits, cell libraries, electronic masks, lists of network connections, simulated experiments, masking work, right to semiconductor integrated circuits, their registration, applications for registration and renewal of registration; (vi) computer software (including, without limitation, source codes, mechanisms of forming source codes, input files and output programs), software development tools (including, without limitation, assemblers, compilers, transcribers, utilities, data compactors), libraries, algorithms, routines, subroutines, codes with comments and documented codes, notes of programmers, system architecture, logic flow, data, computer applications and operation programs, databases and documentation on them; (vii) trade secrets and other confidential information (including, without limitation, ideas,

technologies, know-how, processes and production and manufacturing techniques, research and development information, drawings, diagrams, specifications, bills of materials, designs, plans, proposals, technical data, pricing information, marketing information, financial records, customers and suppliers lists and other proprietary information of a person); (viii) formulae, developments, test data and market research; (ix) their copies and embodiment (in any form or format), and all modifications, improvements and derivative work on the basis of the foregoing; and (x) all rights to prosecute and to receive compensation in connection with any past, existing or future violations of any of the rights above and pre-emptive rights and rights to protect the rights to the foregoing in accordance with the legislation relating to any jurisdiction in the whole world;

“L1/L2” means a distributed ledger managed by a peer-to-peer computer network that is interoperable with the Software;

“Material” means all systems, software (including source code and object code), HTML, CGI, XML or other formatting, software designs, software programs and programming, interfaces, knowledge cases, scripts, technology, documentation, writings, reports, lists, notes, manuscripts, images, photographs, printed or graphic matter, pictorial materials, tools, methods, business methods, methodologies, processes, business processes, procedures, techniques, workflows, inventions, improvements, forms, data, data formats, compilations, program listings, programming tools, program names, designs, models, specifications, design documents and analyses, artwork, illustrations, drawings, schematics, audio, video and/or audio-visual works, test results, research, business models, business rules, business logic, work and process flows, system architecture plans, trademarks, copyrights, works of authorship, ideas, know-how, developments, discoveries, and similar material created, developed, furnished or made available in connection with the Software;

Policies means any of the following internal policies introduced and/or modified by the Company from time to time and incorporated hereto by reference: AML/CTF Policy, Data Retention & Protection Policy, Information Security Incidents Procedure, Personal Data Breach Notification Procedure, and Software License;

“Smart Contract” means a self-executing computer program that automatically enforces the terms of a contract between parties in a L1/L2 network;

“Software” means any of the following software products that facilitates decentralised email and message exchange transactions between the users and/or payment processing:

dMail & dChat UI production client	https://github.com/orgs/4P-project/repositories
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“Terms” means these terms and conditions of rendering the services by the Company, including the Policies and documents incorporated by reference hereto;

“Tokens” means native fungible or non-fungible tokens of L1/L2s that are used to pay transaction costs in the respective L1/L2 network;

“**You**” means the user of the Software;

“**Website**” means any of the following websites: <https://the4thpillar.io>, <https://github.com/4P-project>

2. Services

3.1. Subject to you holding a right balance of Four Tokens on your wallet (if applicable) and in exchange for payment of the Service Fees, we will grant you, the user, the right to use the Software, Intellectual Property rights attributable to the Software, and participate in the 4P Project in the manner described in the Documentation and Materials, and on the terms and conditions stated herein.

You must appreciate that the Software and the 4P Project are at the early stage of development and they are still experimental. We can, therefore, neither give you any guarantee, advice or other assurance as regards a term of completing the technical roadmap. It is possible that the 4P platform will not be used by many individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed tokens more generally. Such a lack of use or interest could negatively impact the development of the 4P Project. The further development of the 4P Project and its accompanied protocols may be abandoned for various reasons, such as economic, technical, legal, regulatory or other circumstances at our full discretion, including lack of interest from the public, lack of funding, and lack of commercial success or prospects (e.g. caused by competing projects). You, therefore, understand and accept that there is no warranty or assurance even in case the Software are partially or fully developed and launched, it could never gain adoption.

3.2. Prohibited use. You may not use any of the Software in violation of the Policies, applicable laws and for other illicit purposes. We reserve the right to block your access temporarily or permanently to the front end of the Software if, in our reasonable opinion, it is necessary to enforce terms of this Agreement, protect the integrity of the Software, or ensure the safety and security of the user community. Specifically, below is a non-exclusive list of circumstances that might warrant such action:

- 3.2.1. Violation of the terms of service.** This includes illegal activities, or other actions prohibited by the terms.
- 3.2.2. Fraudulent Activity.** This includes engaging in fraudulent activity, such as using stolen private keys, participating in scams, or other deceptive practices.
- 3.2.3. Security Risks.** If a user's account is compromised or poses a security risk to the Software or other users, access might be temporarily or permanently blocked to protect the system and its users.
- 3.2.4. Abusive Behaviour.** Exhibiting abusive behaviour towards other users, including harassment, bullying, stalking, or other forms of intimidation.
- 3.2.5. Spamming.** Sending unsolicited messages or engaging in spamming activities that disrupt the experience for other users.
- 3.2.6. Exploiting Bugs.** Using hacks or exploiting bugs in the Software to gain an unfair advantage over other users or disrupt the intended use of the Software.

- 3.2.7. Content Violations.** Posting or sharing prohibited content, such as copyrighted material without permission, explicit or harmful content, or promoting hate speech or violence.
- 3.2.8. Overuse or Abuse of Resources.** Excessively using or deliberately abusing the software's resources, such as overloading servers, which can affect service quality for other users.
- 3.2.9. Non-Payment.** Failure to pay for subscription-based services or other fees associated with the Software can result in access being restricted until payment is received.
- 3.2.10. Legal and Regulatory Reasons:** Legal issues, such as a court order, or compliance with regulatory requirements, may necessitate restricting a user's access.

In any of the above-mentioned cases, the Company will not be liable for and does not have to acquire Four Tokens from you, reimburse you for any of your expenses, damages, lost profit and other negative consequences resulting directly or indirectly from the suspension or cancelation of your usage rights.

3.3. The Company is neither engaged in nor licensed to render any of the crypto-asset services under the laws of any jurisdiction in the world, such as:

- (a) the custody and administration of crypto-assets on behalf of third parties;
- (b) the operation of a trading platform for crypto-assets;
- (c) the exchange of crypto-assets for fiat currency that is legal tender;
- (d) the exchange of crypto-assets for other crypto-assets;
- (e) the execution of orders for crypto-assets on behalf of third parties;
- (f) placing of crypto-assets;
- (g) the reception and transmission of orders for crypto-assets on behalf of third parties
- (h) providing advice on crypto-assets.

4. Four Tokens

4.1. The Four Tokens are used in the 4P Project as a crucial technical component in solving RTA (i.e. right-to-access), MTO (i.e. multiple-transfer option), and grant models as further detailed on the Website.

4.2. You can acquire the Four Tokens at decentralized exchanges. We give you no guarantee, advice or other assurance as regards the value of Four Tokens, their availability, transferability, safe storage and other qualities. It is your own responsibility to assess financial, legal, tax, cybersecurity and other risks in connection with the acquisition, storage, transfer, sale and other operations with the Four Tokens. Furthermore, we do not offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of the Four Tokens from or to third-parties.

5. Tokens

Some of the L1/L2s require you to have Tokens to pay for transaction costs in the L1/L2 network. Unless it is explicitly indicated on the Website, it is your own responsibility to arrange for crediting of such Tokens to your relevant L1/L2 wallet and directly incur the relevant transaction costs in the selected L1/L2. We give you no guarantee, advice or other assurance

as regards the value of Tokens, their availability, transferability, safe storage in the L1/L2 and other qualities. It is your own responsibility to assess financial, legal, tax, cybersecurity and other risks in connection with the acquisition, storage, transfer, sale and other operations with the Tokens. Furthermore, we do not offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of the Tokens by you.

6. Balance of Four Tokens and Service Fees

The required balance of Four Tokens for getting access to the Software, fees for the use of the Software (the “**Service Fees**”), and payment terms are to be published by the Company on its Website. They may be changed by the Company at any time upon its full discretion. The changes become effective on the date of their publication on the Website. By continuing using the Software, you will be deemed accepted the changes.

If you don't agree with the changes, you shall stop using the Software and participating in the 4P Project by any means. In the latter case, the Company will not be liable for and does not have to acquire Four Tokens from you, reimburse you for any of your expenses, damages, lost profit and other negative consequences resulting directly or indirectly from the cancelation of your usage rights.

7. L1/L2

You may have a choice between several L1/L2s for recording and processing your electronic mail or message transactions that are interoperable with the Software. We give you no guarantee, advice or assurance as to the quality of such L1/L2s, their security and fitness to your specific needs. Furthermore, we take no responsibility for any damage or loss you may incur as a result technology failures, security and data breach incidents attributable directly or indirectly to the L1/L2s. It is your own responsibility to assess business, financial, legal, tax, cybersecurity and other risks in connection with the use of the selected L1/L2.

8. Maintenance and Support

Maintenance and support services in connection with the use of the Software are not included in the scope of the services under this Agreement, unless otherwise is explicitly indicated on the Website in connection with a specific service pack. In the latter case, the service standards will be published by the Company on its Website.

9. Liability

THE SOFTWARE IN THESE TERMS IS PROVIDED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US.

In no event will the Company, its affiliates, distributors or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software, including, without limitation, damages for lost profits, loss of goodwill, work

stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof.

10. Governing Law

If any provision of this licence is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions hereof will not be affected. These Terms will be governed by the laws of the British Virgin Islands. You agree to the exclusive jurisdiction of the courts of the British Virgin Islands for any claim or dispute arising out of or in connection with these Terms.

11. Amendments

Any new or amendments of these Terms can be made by the Company at any time at its sole discretion by publishing them on the Website. The new or amended Terms become effective immediately following their publication on the Website.

12. Contact Information

If you have any queries as regards these Terms, please contact us via email: [contact\[@\]the4thpillar.io](mailto:contact[@]the4thpillar.io)