

DataBroker DAO DTX Sale

Terms and Conditions

1. Principles

By transferring Ether ("ETH") to the Smart Contract System the User understands and accepts that the User purchases tokens for the use in the DataBroker DAO marketplace as described in DataBroker DAO Whitepaper. For the Whitepaper and/or further information on DataBroker DAO, visit: <https://databrokerdao.com>. The information contained in the Whitepaper and on the website, are of descriptive nature only, are not binding and do not – unless explicitly referred to herein – form part of the Terms as set forth below.

The User understands and accepts that while the individuals and entities, including DataBroker DAO, assigned to this task will make reasonable efforts to further develop the marketplace, it is possible that such development may fail and User's DTX become useless and/or valueless due to technical, commercial, regulatory or any other reasons.

The User is also aware of the risk that even if all or parts of the upcoming features of DataBroker DAO are successfully developed and released in full or in parts, due to a lack of public interest, DataBroker DAO could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that the transfer of ETH to the Smart Contract System carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created DTX if any, and attributed features of the DataBroker DAO).

The User furthermore understands and accepts that - as the creation of DTX as well as the assignment of the execution of DataBroker DAO are smart contract based - the terms and conditions applicable thereon are set forth in the Smart Contract System Code, existing on the Ethereum blockchain at the address published on <https://github.com/DataBrokerDAO>. To the extent the terms contained herein or in

any other document or communication contradict to the ones set forth in the Smart Contract System, the terms of the Smart Contract System prevail. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to DataBroker DAO or publisher of these terms or developer of the Smart Contract System and/or any other person and/or affiliates involved with the deployment of the Smart Contract System and the setting up of the DataBroker DAO beyond those set forth in the Smart Contract System.

By sending ETH to the Smart Contract System, the User expressly agrees to all of the terms and conditions set forth in the Smart Contract System Code existing on the Ethereum blockchain and in this document (together the “Terms”), which is incorporated by reference herein. The User further confirms to have carefully reviewed the Smart Contract System Code, its functions and the terms and conditions set forth in this document and to fully understand and accept the risks and costs of creating DTX and contributing into a Smart Contract.

This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Smart Contract System.

By sending ETH to the Smart Contract System, no form of partnership, joint venture or any similar relationship between the Users and DataBroker DAO and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of DataBroker DAO is created.

The Contribution into the Smart Contract System will not involve any fiat currencies and will strictly be done with the cryptocurrency ETH.

2. DTX Creation Function

2.1 Usage License; No Ownership, Revenue or Governance Rights

Usage License: Ownership of DTX carries no rights express or implied other than a limited right (license) to use the DataBroker DAO marketplace, if and to the extent the DataBroker DAO has been further developed.

No Ownership, Revenue or Governance Rights : In particular, User understands and accepts that DTX do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or

any other form of participation or governance right in or relating to the DataBroker DAO.

2.2 Token generation

Max cap: The total amount of token sales for the early token sale is capped at 108,000,000 DTX corresponding to 48% of the total amount of tokens.

Contributions (pending or transacted) exceeding the respective max cap, will not be accepted (in total, not just the exceeding part). Once the max cap has been reached, the token sale ends.

The team pool consisting of 11,250,000 DTX, intended to be created by the Smart Contract System at the end of the sale period for the intended use of employee incentives.

The platform pool consisting of 22,500,000 DTX, intended to be created by the Smart Contract System at the end of the sale period for the use by the platform as described in the white paper.

Creation Rate: The Smart Contract System will allocate 4000 DTX for every 1 ETH sent to the Smart Contract System during the public sale, 6000 DTX per ETH during the pre-sale.

Sale Period: The Presale Period starts March 19th at 4PM CET and lasts for a 5 weeks, and the public sale on April 26th at 4PM CET and lasts for 5 weeks, unless the max cap is reached beforehand the 5 week period has passed.

Creation and Allocation of DTX: The creation and allocation of DTX by the Smart Contract System is initiated by the User sending an amount of ETH to the Smart Contract System, located on the Ethereum blockchain, which triggers a smart contract operation. The Smart Contract System creates and allocates the corresponding DTX immediately to the User's wallet address, from where the ETH were sent from by the User. The User must make his/her contribution using an ETH address to which the Smart Contract System can send back DTX and/or ETH to (e.g. not an address of a currency exchange like Coinbase, Poloniex etc.).

No Refund: The User understands and accepts that all sales of DTX are final and may not be reversed, except in case of sales that have surpassed a cap. User therefore shall assure to make his/her purchase using an ETH address to which the Smart Contract System can send back DTX and/or ETH (e.g. not an address of a currency exchange like Coinbase, Poloniex etc.). Other purchases are non-refundable. Purchasing DTX, the User acknowledges that he/she has no right to request a refund for any reason, and that the User will not receive money or other compensation for any DTX that is not used or remains unused.

Minimum Contribution Amount: Contributions of less than 0.0001 ETH do not result in the allocation of DTX, nor will they be refunded during the public sale, in the presale the minimum is 10 ETH enforced by the smart contract system.

Assure to use the original Smart Contracts: Only the Smart Contract(s) existing at the addresses communicated by <https://databrokerdao.com/> or via hello@databrokerdao.com will issue DTX during the Contribution Period. To the extent that any third-party website, service or smart-contract offers DTX during the Contribution Period and/or facilitates the allocation or transfer of DTX in any way during the sale or at any time up to the release of the tokens for trading, such third-party websites or services are, unless explicitly mentioned on <https://databrokerdao.com/>, not authorised to do so and have no relationship with DataBroker DAO in any way.

Transferability of DTX during the Contribution Period and after: Any and all DTX are not transferable until one week after the completion of the main token sale.
Early Termination of the sale: During the sale, DataBroker DAO may at any time stop the generation function at its own discretion and thereby end the sale procedure, in particular for security reasons.

2.3 DTX Functionality

DTX are only for use in connection with the DataBroker DAO under the terms of the Smart Contract System and only constitute a transferable representation of attributed functions specified in the Smart Contract System.

DTX is a usage token, which enables the holder to participate in DataBroker DAO. Furthermore, certain governance functions may be implemented. If such governance functions exist, DataBroker DAO has the final decision power.

User understands an inflation mechanism (e.g. for staking rewards etc.) may be implemented in the future.

Ownership of DTX carries no rights express or implied other than the right to use DTX as a mean to enable usage of and interaction with and within DataBroker DAO. Beyond this, ownership of DTX carries no rights express or implied. In particular, User understands and accepts that he has no right to claim as holder of DTX any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the governance of DataBroker DAO.

2.4 Representation and Warranties of User

By transferring ETH to the Smart Contract System, the User represents and warrants that:

- the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of DTX and/or DataBrokerDAO in general;
- the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- The User understands and accepts that the consensus mechanism securing the Ethereum Network may change in the future, and the stakeholders who are in control of DataBrokerDAO may also change as a result.
- the User has carefully reviewed the code of the Smart Contract System and fully understands and accepts the functions implemented therein;
- the User is legally permitted to transfer ETH to the Smart Contract System in the User's jurisdiction;
- User will contribute ETH from a wallet respectively within a wallet or wallet service provider that technically supports DTX. User understands and accepts, that failure to assure this may have the result that User will not gain access to his DTX;
- User understands and accepts, that if his/her purchase of DTX exceeds the max cap, the total amount of his purchase will not be accepted by the Smart Contract System. User further understands and accepts, that in such case the Gas necessary for the transaction will be lost.
- the User is of a sufficient age to legally purchase and obtain DTX;
- the User will take sole responsibility for any restrictions and risks associated with the purchase of DTX by the Smart Contract System as set forth below;
- the User is not submitting ETH to the Smart Contract System for the purpose of speculative investment;
- the User is not obtaining or using DTX for any illegal purposes;
- the User is purchasing the functionality of the DTX issued by the Smart Contract System primarily to interact with the DataBroker DAO marketplace, being aware of the commercial risks associated with the marketplace;
- the User waives the right to participate in a class action lawsuit or a classwide arbitration against DataBroker DAO or any individual or organisation involved with the creation of DTX;
- the User understands the creation of DTX does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- the User understands that the transfer of ETH to the Smart Contract System, the creation of DTX and the further development of the DataBroker DAO marketplace carries significant financial, regulatory and reputational risks as further set forth in the Terms;
- the User understands and expressly accepts that there is no warranty whatsoever on DTX, the Smart Contract System and/or the success of the DataBroker DAO marketplace, expressed or implied, to the extent permitted

by law, and that the Smart Contract System is used and DTX are created and obtained at the sole risk of the User on an “as is” and “under development” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;

- the User understands that the User has no right against any other party to request any refund of the ETH submitted to the Smart Contract System for the creation of the DTX under any circumstance; and that
- the User understands with regard to DTX no market liquidity may be guaranteed and that the value of DTX over time may experience periods of volatility or depreciate in full;
- the User understands that the User bears the sole responsibility to determine if the User’s contribution to the Smart Contract System, the transfer of ETH to the Smart Contract System, the creation, ownership or use of DTX, the potential appreciation or depreciation in the value of DTX over time (if any), the allocation of DTX and/or any other action or transaction related to the DataBroker DAO marketplace have tax implications for him; by creating, holding or using DTX, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of DTX or any other action or transaction related to the DataBroker DAO Project.

As part of the purchase process the User will use their own account (address) on the Ethereum network, with a private key associated to this address and password. The password is used to encrypt the User’s private key. Following the creation of DTX by the Smart Contract System, the DTX will be transferred to the User’s address by the Smart Contract System. The User understands that the User must keep his password and private key safe and that the User may not share them with anybody. The User further understands that if his private key and/or password is lost or stolen, the User will not be able to generate a new password or recover his private key, and if the User also loses his private keys and password, the DTX associated with the User’s account (address) will be unrecoverable and will be permanently lost. Furthermore, the User understands that there is no recovery mechanism for lost keys and passwords, so no one will be able to help the User retrieve or reconstruct a lost password and private keys and provide the User with access to any lost DTX.

3. DataBroker DAO Execution

The User understands and accepts that the development and execution of DataBroker DAO will be assigned to third-party contractors by releasing and converting contributed ETH.

The User understands and accepts that for the purpose of the development and execution of marketplace, DataBroker DAO receives the full amount of ETH transferred to the Smart Contract System during the Sale Period. This amount covers expenses, charges and other costs that may arise by DataBroker DAO and/or its subcontractors. DataBroker DAO has the right to support and/or acquire other companies and it remains its sole discretion to decide on the operations of DataBroker DAO.

The User understands and accepts that the User may not have any expectation of influence over governance on the DataBroker DAO.

4. Audit of the Smart Contract System

The Smart Contract System has been, on a reasonable effort basis, audited and approved by technical experts. The technical experts have confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art.

However, the User understands and accepts that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the User understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and the DTX are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of ETH and/or DTX.

5. Risks

The User understands and accepts the risks in connection with transferring ETH to the Smart Contract System, activating DataBroker DAO and/or creating DTX as exemplary set forth above and hereinafter. In particular, but not concluding, the User understands the inherent risks listed hereinafter:

- Risk of software weaknesses: The User understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. For this reason, there is no warranty that the process for creating DTX will be uninterrupted or error-free and there is

an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or DTX.

- Regulatory risk: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or DataBroker DAO, including its termination and the loss of DTX for the User.
- Risk of abandonment / lack of success: The User understands and accepts that the creation of the DTX and marketplace may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that the User will receive any benefits through the DTX held by him/her.
- Risk associated with other applications: The User understands and accepts that DataBroker DAO may give rise to other, alternative projects, promoted by unaffiliated third parties, under which DTX will have no intrinsic value.
- Risk of loss of private key : DTX can only be accessed by using an Ethereum wallet with a combination of User's account information (address), private key and password. The private key is encrypted with a password. The User understands and accepts that if his private key file or password respectively got lost or stolen, the obtained DTX associated with the User's account (address) or password will be unrecoverable and will be permanently lost.
- Risk of theft : The User understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of DTX and/or, ETH.
- Risk of Ethereum mining attacks : The User understands and accepts that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of DTX transactions, and expected proper execution and sequencing of contract computations.
- Risk of governance attacks and failure: The User understands and accepts that DataBroker DAO may use an in-built decentralized governance system ("Governance System"). For these reasons, it is possible that the Governance System adopts proposals that have an adverse effect on the useful functioning of the marketplace and/or the value of DTX. If the Governance System is attacked, or becomes controlled either directly or indirectly by some party who makes unwise decisions, or the community generally makes

unwise decisions, the value of DTX they hold might be greatly reduced or even permanently lost.

- Risk of incompatible Wallet service: The User understands and accepts, that the wallet or wallet service provider used for the contribution, has to be technically compatible with the DTX. The failure to assure this may have the result that User will not gain access to his DTX.

6. Taxation

The User bears the sole responsibility to determine if his contribution into the Smart Contract System, the transfer of ETH, the creation, ownership or use of DTX, the potential appreciation or depreciation in the value of DTX over time (if any), the allocation of DTX and/or any other action or transaction related to DataBroker DAO may have tax implications for him/her.

By creating, holding or using DTX, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of DTX or any other action or transaction related to DataBroker DAO.

7. No Liability

The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of the DTX, the Smart Contract System and/or DataBroker DAO liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, DTX or the Smart Contract System 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 developers, auditors contractors or founders of the Smart Contract System, the DTX and/or DataBroker DAO shall not 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 the inability to use the Smart Contract System, DataBroker DAO and/or DTX.

The User further specifically acknowledges that developers, auditors, contractors or founders of DTX, Smart Contract System and/or the DataBroker DAO are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of DTX, and that the risk of creating, holding and using DTX rests entirely with the User.

By creating, holding or using DTX, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of DTX or any other action or transaction related to DataBroker DAO.

8. Miscellaneous

The User understands and accepts that the network of miners will be ultimately in control of the Smart Contract System. The User understands that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Such a scenario could lead to DTX losing intrinsic value.

The User agrees 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.

The Terms govern the creation, ownership and use of DTX and supersede any public statements about the launch of DTX and/or the Smart Contract System made by anyone in the past, present and future.

The applicable law is UAE law. Any dispute arising out of or in connection with the creation of the DTX and the development and execution of DataBroker DAO shall be finally settled by the ordinary courts of the registered domicile of the defendant.