

**District0x**  
**GENERAL TERMS AND CONDITIONS**  
**for users acquiring District0x Network Tokens**

July 2017

READ THESE TERMS AND CONDITIONS (“**Terms**”) CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT <http://www.district0x.io> (“**Website**”) AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT.

District0x RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS. IN PARTICULAR, District0x IS LIKELY TO CHANGE THESE TERMS AFTER THE DEVELOPMENT OF THE PRODUCTS (PLATFORM) AND THEIR PUBLIC RELEASE. THESE TERMS ARE MOSTLY FOCUSED ON THE DISTRIBUTION OF District0x TOKENS.

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District0x CRYPTOGRAPHIC TOKENS ARE AVAILABLE TO USERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS AND District0x DOES IN NOT WAY PROVIDE EXCHANGE OF District0x CRYPTOGRAPHIC TOKENS FOR FIAT CURRENCY. District0x ALSO DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE TOKENS.

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA AND ANY OF ITS LANDS OR IN THE BRITISH VIRGIN ISLANDS, SHALL NOT USE THE WEBSITE OR DNT TOKENS AND SHALL LEAVE THIS WEBSITE IMMEDIATELY.

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## **1. TERMS**

1.1. The following terms shall have for the purposes of these General terms and conditions the following meanings.

- (a) **“DNT”** means District0x Network Token as set out in paragraph 2.3.
- (b) **“District0x IP”** has the meaning, set out in paragraph 12.1.
- (c) **“Digital Asset”** are tokens, available in particular public blockchain network, in this case Ether.
- (d) **“ETH”** or **“Ether”** shall mean value token of the Ethereum blockchain called “ether”.

- (e) **“Ethereum”** shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- (f) **“European Economic Area”** or **“EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- (g) **“Founders”** shall have the meaning, set out in paragraph 4.3(b).
- (h) **“Maximum Threshold”** has the meaning, set out in paragraph **Error! Reference source not found.**
- (i) **“Minimum Threshold”** has the meaning, set out in paragraph 4.4(b)
- (j) **“Platform”** shall have the meaning, set out in paragraph 2.1.
- (k) **“Project”** shall have the meaning, set out in section 2.
- (l) **“Restricted Areas”** shall have the meaning, set out in paragraph 6.1.
- (m) **“Terms”** means these General Terms and Conditions.
- (n) **“Third-party Wallet”** is a solution, enabling users to store their Digital Assets and DNTs.
- (o) **“Total DNT Number”** shall have the meaning, set out in paragraph 4.2.
- (p) **“VAT”** means value added tax of relevant jurisdiction, if applicable.
- (q) **“Website”** shall mean <http://www.district0x.io>.

## 2. THE PROJECT

- 2.1. The aim of District0x is to develop and deploy district0x Network, a collective of decentralized marketplaces called districts, which provide core functionalities required to operate an online market or community, namely the ability for users to post listings, filter and search through listings, rank peers and amass reputation, and send invoices and collect payments (**“Platform”**).
- 2.2. District0x Platform integral element shall be the District0x Network Token (**“DNT”**) and its purpose is:
  - (a) distribution of DNTs in accordance with the terms set out herein will enable District0x to secure sufficient resources for the development and deployment of the Platform,
  - (b) DNT act as utility tokens facilitating open participation and coordination on the Platform,

- (c) DNTs can be used to signal what districts should be built and deployed by District0x,
  - (d) DNTs can be staked to gain access to voting rights in any district on the Platform, whereas such voting rights are utilized to come to a consensus regarding questions such as district's branding and design decisions, what functionality is added to the district via auxiliary modules, settings for any adjustable parameters of these modules etc.,
  - (e) DNTs may be, in accordance with the development of the Platform, given certain additional rights within the decision-making process on the Platform, whereas such rights shall not include any legal governance rights of District0x, such as voting in the annual general meeting, other statutory rights, rights to dividends or profits and similar.
- 2.3. The Platform is developed and runs on public Ethereum network and other underlaying technologies.
- 2.4. The Project does not encompass and District0x is not provider of:
- (a) exchange services between virtual currencies and fiat currencies,
  - (b) wallet or custodial services of credentials necessary to access virtual currencies.
- 2.5. Users understand and accept that the Project is currently in alpha development phase and that it still requires substantial development work. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Platform, user understands and accepts that an upgrade of Platform and/or DNT tokens may be required (hard-fork of DNT) and that, if User decides not to participate in such upgrade, he may no longer use his DNTs and that non-upgraded DNTs may lose their functionality in full.

### **3. DNT STRUCTURE AND PERTAINING HOLDERS' RIGHTS**

- 3.1. DNT will be ERC-20 standard Ethereum token.
- 3.2. DNT token smart contract address will be published in due time prior to DNT distribution.
- 3.3. DNT carries no rights, express or implied, other than those, set out herein, if District0x successfully completes and deploys the Project. In particular, DNT holders shall not have any influence in the development or governance of District0x, and DNTs do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation

in or relating to District0x. Any governance rights, pertaining to DNTs, are governance rights in the Platform and districts, created in the Platform, and shall not in any way be understood as legal governance rights in the District0x as an entity or any of its affiliates.

- 3.4. Functionality of the DNT token is already set out in paragraph 2.3.
- 3.5. DNT tokens are designed to be exchangeable on cryptographic token exchanges. District0x gives no warranties that DNT tokens will be exchangeable on bigger exchanges, but undertakes on best effort bases to do everything that is reasonably possible and within the powers of District0x to enable exchange of DNT tokens on as many exchanges as possible.

#### 4. DISTRICT0X TOKEN (DNT) DISTRIBUTION

- 4.1. Contributions, given to District0x in exchange for DNTs shall be considered as financial contributions. Contributions can only be done in Digital Assets. Failure to follow the instructions on the Website may limit, delay, or prevent a user from donating. Users understand and accept that they make a contribution into a smart contract system on Ethereum and receive DNTs in exchange.
- 4.2. There will be in total 1.000.000.000 (one billion) DNT tokens available (***“Total DNT Number”***). District0x shall not create additional DNT tokens at any time after the initial token creation.
- 4.3. DNT tokens shall be distributed in the following manner:
  - (a) 600.000.000 (six hundred million) DNT tokens shall be distributed in accordance with paragraph 4.4,
  - (b) 140.000.000 (one hundred and forty million) DNT tokens shall be distributed in accordance with paragraph 4.4,
  - (c) 40.000.000 (forty million) DNT tokens shall be distributed in accordance with paragraph 4.4,
  - (d) 200.000.000 (two hundred million) DNT tokens shall belong to the District0x Founders, namely to Joe Uργο and Matus Lestan (***“Founders”***) as remuneration for services provided for the benefit of District0x before the distribution,
  - (e) 15.000.000 (fifteen million) DNT tokens shall belong to the District0x Advisors, discretionally chosen by the Founders, as remuneration for services provided for the benefit of District0x before the distribution,

- (f) 5.000.000 (five million) DNT tokens shall belong to Early Contributors, which have obtained DNT tokens in accordance with paragraph 4.4.

4.4. Distribution of tokens, defined in paragraph 4.3(a) shall be conducted in the following manner:

- (a) Distribution shall start on July 18th, 2017 at 3:00 PM UTC and shall run for a period of 14 days.
- (b) Distribution shall be automatically effected by a smart contract, deployed to Ethereum public blockchain,
- (c) Users shall send their Digital Assets to the smart contract address,
- (d) In order for the distribution in accordance with 4.3(a) to be successful, at least 11710 ETH have to be paid in due time in accordance with the terms set out herein (**“Minimum Threshold”**).
- (e) The distribution of the DNT tokens is limited to a contribution of Digital Assets in the amount of 58550 ETH (**“Soft Cap”**).
- (f) District0x shall in no case accept Digital Assets in an amount higher than 292750 ETH (**“Maximum Threshold”**).
- (g) When
  - (i) the time of the offering, defined in paragraph 4.4(a) above, is over and Minimum Threshold has been achieved; or
  - (ii) 48 hours after Soft Cap is achieved; or
  - (iii) Maximum Threshold has been achieved,

whichever occurs first, the distribution shall be stopped and tokens shall be sent to each participating user’s wallet address. DNT tokens are distributed to participating users in a way that each contributor receives an allocation proportional to the amount they contribute relative to the total amount contributed.

- (h) If the time of the offering, defined in paragraph 4.4(a) above, is over and Minimum Threshold has not been achieved, the Digital Assets, paid into the smart contract, will be returned to the contributors within 3 business days.

4.5. District0x reserves a right to change the dates, set out in the previous paragraph 4.4 at any given time due to technical or organisational reasons, without any duty to provide explanation to the users or the public. Any such changes will be published on the Website.

4.6. Distribution of tokens, defined in paragraphs 4.3(b) and 4.3(c) may only be conducted in the following manner:

- (a) All of the following conditions need to be met prior to distribution:
  - (i) For the distribution under paragraph 4.3(b) the following tasks need to be completed in accordance with the Platform roadmap:
    - (A) Deployment of d0xINFRA,
    - (B) Migration of Ethlance to d0xINFRA,
    - (C) Deployment of ENS Bazaar to district0x Network
    - (D) Deployment of Deploy Meme Factory to district0x Network
  - (ii) For the distribution under paragraph 4.3(c) the following tasks need to be completed in accordance with the Platform roadmap:
    - (A) district extendibility via auxiliary modules shall be enabled
    - (B) deployment of 5 additional districts to district0x Network
    - (C) Deployment of district0x Network Token Staking module
    - (D) Deployment of Aragon Governance module
  - (iii) 18 months must have passed since the end of preceding distribution in accordance with paragraph 4.3.
  - (iv) At least 4 out of 6 holders of credentials to MultiSig smart contract have to verify if the conditions set out herein are met and approve the distribution, whereas the keyholders are set out in the white paper, published on the Website.
- (b) The distribution shall be executed by applying rules, set out in paragraph 4.4, by analogy.

4.7. Tokens, distributed to the Founders and advisors in accordance with paragraphs 4.3(d) and 4.3(e) shall be vested to the recipients with a 6-month cliff starting from the end of distribution (meaning no vesting for that time), and then followed by monthly linear vesting until fully vested after 24 months from the end of the distribution.

4.8. Tokens, distributed to early contributors in accordance with paragraph 4.3(f) shall be vested to early contributors with a 3-month cliff starting from the end of distribution (meaning no vesting for that time), and then followed by monthly linear vesting until fully vested after 6 months from the end of the distribution. This type of distribution only applies to distribution of DNT tokens prior to the distribution in accordance with paragraph 4.3(a), whereas the Founders have the discretion to decide on:

- (a) Whether to execute such a distribution or not,
  - (b) The terms of such distribution, including but not limited to who early contributors may be and within what time they need to contribute their Digital Assets.
- 4.9. All DNT purchases shall be publicly accessible via the Ethereum blockchain browser like etherscan.io or similar
- 4.10. DNT distribution will be offered only through the Website. No third-party website or different provider is allowed or has been in any way supported, engaged, authorized or endorsed by District0x and have no relationship in any way with District0x. The only official and authorised website and DNT token distribution provider is the Website. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct. District0x may partner with third party service provider to enable easier acquisition of DNTs with digital assets other than Ether.
- 4.11. Save for the provision of paragraph 4.4(h), all contributions to District0x in exchange for DNT tokens are final and non-refundable. By participating in the DNT token distribution, you acknowledge that District0x is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund.
- 4.12. The DNT is not a consumer product and its users accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.
- 4.13. District0x reserves a right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of District0x and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the DNTs, the Platform, Website or Ethereum network.
- 4.14. Users, wishing to participate in the token distribution, will be obliged to send their Digital Assets for acquisition of DNTs from an Ethereum address wallet, for which they control the private key, whereas such address shall not belong to a Digital Assets exchange. Users will receive their DNTs to the same address, from where they sent the Digital Assets.
- 4.15. The funds raised from the DNT distribution will belong to District0x and will be used exclusively for the development and running of the Project, as defined above.



- 4.16. Title to, and risk of loss of, DNT tokens, delivered by smart contract to the users from District0x, passes to the users in the Cayman Islands.

## **5. RISKS**

- 5.1. You understand that Digital Assets, DNT, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of District0x's exclusive control and adverse changes in market forces or the technology, broadly construed, will excuse District0x's performance under this agreement.
- 5.2. In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the DNTs, the Platform and other relevant technologies mentioned herein.

### **(a) Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the DNTs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. District0x does not give warranties or guarantees that DNT tokens are not a security in all jurisdictions. Each user of DNT tokens shall bear its own legal or financial consequences of DNT tokens being considered a security in their respective jurisdiction.

Every user is bound to check if acquisition and disposal of DNT tokens is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use DNT tokens should their use not be legal in the relevant jurisdiction. If a user establishes that the use of DNT under these Terms is not legal in its jurisdiction, it should not use the DNT, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of District0x to provide DNT tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that DNT tokens are not legal in certain jurisdiction, District0x will either a) cease operations in that jurisdiction, or b) adjust DNT tokens and the Platform in a way to comply with the regulation should that be possible and viable.

### **(b) Risks associated with Ethereum**

DNT tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the DNT tokens to malfunction

or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to DNT tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>

(c) **Risk of unfavourable regulatory action in one or more jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and DNT tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like DNT tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

(d) **Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of DNT tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(e) **Risk of security weaknesses in the Website and DNT tokens source code or any associated software and/or infrastructure**

There is a risk that the Website and DNT tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of DNT tokens.

(f) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, DNT tokens, the Platform, which could result in the theft or loss of DNT tokens.

(g) **Risk of mining attacks**

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the DNT tokens, 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 DNT tokens, expected proper execution and sequencing of DNT tokens, and expected proper execution and sequencing of

Ethereum contract computations in general. Despite the efforts of District0x and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the DNT tokens interact with and consequently the DNT tokens may be impacted also in that way to the extent, described above.

(h) **Risk of low or no liquidity**

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that DNT tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and District0x does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, District0x will not enable exchange of DNT tokens for other cryptographic tokens or for fiat currency. User may not at any given time be able to acquire or dispose of its DNT tokens due to lack of liquidity.

(i) **Risk of loss of value**

Value of DNT tokens may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the DNT tokens.

(j) **Risk of uninsured losses**

DNT tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

(k) **Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the DNT tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of DNT tokens

(l) **Internet transmission risks**

You acknowledge that there are risks associated with using the DNT tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that District0x shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may

experience when using the Website and DNT tokens, howsoever caused.

(m) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that District0x cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

(n) **Insufficient interest in District0x, the Platform and DNT tokens**

It is possible that District0x, DNT or Platform will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

(o) **DNT and the Platform, as developed, may not meet your expectations**

The Platform is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Platform and DNT tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of DNT.

(p) **The Platform may never be completed or released**

The Platform, described in section 2, may never be released and operational, even though District0x will make reasonable efforts to complete and deploy it.

(q) **Risks related to partnering projects**

District0x is partnering with a number of other existing projects to integrate their solutions and technology into the Platform (in addition to Ethereum), i.e. Aragon and IPFS. Unexpected negative events, such as slower development, technological issues and challenges, bugs may occur within such projects and consequently District0x may not be able to meet its undertakings, or will meet its goals at a later stage, or will functionality of the Platform be interrupted. Even though District0x believes in the quality of its partners and will undertake all reasonably expected and possible actions to mitigate and prevent such risks, District0x cannot be held liable for any events arising out of its partners' misrepresentation, lack of ability to deliver or change of their development plans.

- 5.3. The DNT tokens and the Platform are provided “*as is*”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the DNT tokens, including any warranty that the DNT tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

## 6. ELIGIBILITY

- 6.1. The Website, the Platform and DNT tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries: i) the United States of America, ii) Cayman Islands, iii) countries listed on OFAC sanctions lists (**“Restricted Areas”**).
- 6.2. Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website, the Platform and DNT tokens.
- 6.3. District0x reserves its right to decide in its own discretion to adopt reasonable organisational and technical measures to assure that the Website and DNT tokens are not available to persons from paragraph 6.1. Due to the DNT tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) District0x and users understand that there is a possibility that there might be a certain “*flow back*” of DNT tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. District0x consequently explicitly prohibits persons from paragraph 6.1 from using the DNT tokens. District0x shall not be held liable for any legal or monetary consequence arising of such use. Such persons using DNT tokens despite the prohibition shall on first request indemnify and hold harmless District0x from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 6.3. Any person, matching the criteria from paragraph 6.1, shall immediately stop using DNT tokens and leave the Website.
- 6.4. If you are registering to use the Platform on behalf of a legal entity, you represent and warrant that
- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
  - (b) you are duly authorized by such legal entity to act on its behalf.

6.5. You further represent and warrant that you:

- (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
- (b) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
- (c) are not located in, under the control of, or a national or resident of any Restricted Areas;
- (d) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);
- (e) will not use the DNT tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms;
- (f) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
- (g) have carefully reviewed the content of this document and have understood and agreed with these Terms,
- (h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the DNT token;
- (i) you have read and understood these Terms completely;
- (j) you have obtained and was given sufficient information about the DNT tokens to make an informed decision to acquire them;
- (k) you understand that the DNT tokens confer only the right to use and access the Platform, as set out in paragraph 2.3, and confer no other rights of any form with respect to the Platform or District0x, such as voting in its annual general meeting, right to dividends or other distribution or other financial or legal rights;
- (l) you are acquiring DNT Tokens to access the Platform and to support its development, testing, deployment and operation; and that you are not acquiring DNT tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; and
- (m) your purchase of DNT tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Platform, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase,

and (iii) any governmental or other consents that may need to be obtained.

**7. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS**

- 7.1. The DNT tokens and the Platform are unregulated. District0x is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of DNT tokens and the Platform. District0x is not a financial institution and is currently not under supervision of any financial supervisory authority. District0x does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This DNT token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 7.2. This document or any other document, produced and signed by District0x, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 7.3. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and District0x services and the Website are not, do not offer and shall not be construed as investment or financial products.
- 7.4. District0x undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

**8. LIABILITY**

- 8.1. District0x and its affiliates and their respective officers, employees or agents will in regard to the Website, the Platform and DNT tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this Website, Platform and DNT tokens), even if District0x has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of DNT tokens, the Website or the Platform.
- 8.2. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the to the Website, the Platform or DNT tokens, including without limitation as a result of any

termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the to the Website, the Platform and DNT tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, the Platform and DNT tokens.

- 8.3. You waive your right to demand the return of any cryptographic tokens you exchanged with us for the purpose of acquiring DNT tokens, including, without limitation, a demand for specific performance.
- 8.4. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of the Website, the Platform and DNT tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 8.5. The information, software, products, and services included in or available through the Website and the Platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. District0x and/or its suppliers may make improvements and/or changes to the Website and the Platform at any time. District0x makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, the Platform, DNT tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform and DNT tokens, all such information, software, products, services and related graphics are provided "*as is*" without warranty or condition of any kind. District0x hereby disclaims all warranties and conditions with regard to the Website, the Platform, DNT tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.



- 8.6. You warrant to District0x that you will not use the Website, the Platform or the DNT tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform or DNT tokens in any manner that could damage, disable, overburden, or impair the Platform, DNT tokens or the Website.

## **9. SECURITY**

- 9.1. You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account with the Platform, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials of the Platform.
- 9.2. In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to secure your account, the Website, the Platform, DNT tokens and systems as whole.
- 9.3. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials to the Platform, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

## **10. PRIVACY**

- 10.1. As a principle, District0x may collect only what we need and will not share your personal information with any third parties other than our identity verification partner, if it applies. Even within District0x, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. District0x is the only data controller and processor.
- 10.2. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.
- 10.3. District0x reserves its right to request documentation, described in paragraph 10.1, prior to activating your account at any of District0x and the Platform services, and any services, available through the Website. District0x may refuse you access to the Platform, DNT tokens and

Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.

- 10.4. District0x collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.
- 10.5. If you create an account at our Website or the Platform we may collect and store the following types of information: Contact information – your name, address, phone, email and other similar information. Before permitting you to use our Website and acquiring DNT tokens, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.
- 10.6. When you access the Website, or use our products or services we (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 10.7. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.
- 10.8. We store and process your personal information on our servers in the EU and elsewhere in the World, where our facilities or our service providers are located. We protect your information using physical, technical, and

administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centres, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.

10.9. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

10.10. We reserve our right to share your personal information with:

- (a) our banking partners;
- (b) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- (c) 3<sup>rd</sup> party identification services providers for fraud prevention purposes;
- (d) law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
- (e) other third parties only with your prior consent or direction to do so.

District0x will not provide your personal information to any other District0x and Platform users without your consent or direction.

10.11. You may access, review and edit your personal information at any time by logging in to the Website using your credentials.

10.12. The data that we collect from you will be transferred to, and stored at, in the EU and may be transferred and/or stored to other places outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Staff may be engaged in the fulfilment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the District0x services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## **11. TAXES**

- 11.1. All your factual and potential tax obligations are your concern and District0x is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.
- 11.2. All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## 12. INTELLECTUAL PROPERTY

- 12.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Project (hereinafter: ***“District0x IP”***), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 12.2. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.
- 12.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and the Project and the DNT tokens strictly in accordance with these Terms. As a condition of your use of the Website and the DNT tokens you warrant to District0x that you will not use the Website, or the Project or DNT tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the DNT tokens in any manner that could damage, disable, overburden, or impair the Website and the Project. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and DNT tokens. Limitation to the transferability of licence shall not be understood in a way, that the users are not allowed to transfer DNT tokens to third parties.
- 12.4. All District0x IP is the property of District0x and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 12.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the District0x IP, in whole or in part, found on the Website or associated products and services. District0x IP is not for resale. Your use of the District0x IP does not entitle you to make any unauthorized use of any District0x IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any District0x IP. You will use District0x IP solely for your personal use, and will make no other use of District0x IP without the express written permission of District0x and the copyright owner. You agree that you do not acquire any ownership rights in any District0x IP. We do not grant you any licenses, express or implied, to the

intellectual property of District0x except as expressly authorized by these Terms.

### **13. NOTICES**

- 13.1. We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.
- 13.2. To give us notice under this Agreement, you must contact us by email to support@District0x.io. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.
- 13.3. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

### **14. MISCELLANEOUS**

- 14.1. Materials, such as Business Plan, Development Road Map and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.
- 14.2. We do not permit individuals under the age of 18 to register with our Website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our Website and products.
- 14.3. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 14.4. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has

the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

- 14.5. These Terms do not create any third-party beneficiary rights in any individual or entity.
- 14.6. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 14.7. The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 14.8. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 14.9. "District0x" refers to the Project as a whole, including any or all of the entities, being used by District0x, incorporated in the Cayman Islands or elsewhere. District0x reserves a right to incorporate additional legal entities for operation of the Project and transfer certain rights and duties in regard to the Project to such entity. Such entities shall be either owned by the Founders or existing District0x entities and shall act in accordance with these Terms. The Founders undertake to make sure that incorporation of additional entities for operating purposes does not infringe users' rights pertaining to ANTs.
- 14.10. All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, the Project and DNT tokens shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators

appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.

- 14.11. Prior to filing any claims in accordance with paragraph 14.9, you undertake to file such claim or request directly to District0x via e-mail at address support@District0x.io. You agree that you will not file any claims in accordance with paragraph 14.9 earlier than 30 days after sending such claim or request to District0x in accordance with this paragraph 14.11. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.11, shall be rejected immediately by the tribunal as premature.
- 14.12. These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, the Project and DNT tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.
- 14.13. These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact District0x via e-mail and immediately navigate away from the Website and cease using the Project.