

## **DF PLATFORM**

### **TERMS AND CONDITIONS RELATING TO USE OF DF PLATFORM SERVICES**

PLEASE READ THESE TERMS AND CONDITIONS (“**T&C**”), AS THEY SET OUT HOW YOU WILL BE ABLE TO USE OUR SERVICES AND PARTICIPATE IN COMMUNITY LOANS (CROWDLOANS) GRANTED THROUGH DF PLATFORM FACILITIES IN CRYPTOCURRENCY TO REAL-ECONOMY BUSINESS PROJECTS.

THESE T&C SET OUT THE BASIS ON WHICH DF PLATFORM WILL:

- PROVIDE YOU WITH OPPORTUNITY TO CHOOSE THE TARGET AMONG THE PROJECTS LISTED ON THE PLATFORM;
- ARRANGE FOR YOU TO MAKE PROPERTY-RELATED CONTRIBUTION OF A SHARE IN THE LOANS GRANTED BY COMMUNITY TO THE CHOSEN PROJECT OWNER;
- PROVIDE FOR YOUR INTERACTION WITH THE PROJECT OWNERS.

YOU WILL HAVE A DIRECT RELATIONSHIP WITH DF PLATFORM IN ACCORDANCE WITH THESE T&C.

THESE T&C WILL COME INTO EFFECT UPON YOU CONFIRMING ELECTRONICALLY ON DF PLATFORM THAT YOU AGREE TO THEM. BY ACCEPTING THESE T&C, YOU WILL BE ENTERING INTO A BINDING AGREEMENT THAT WILL GOVERN YOUR USE OF FACILITIES OFFERED BY DF PLATFORM. IF YOU DO NOT AGREE TO THESE T&C, DO NOT ACCEPT THEM AND NAVIGATE AWAY FROM DF PLATFORM.

PLEASE NOTE THAT UNLESS OTHERWISE STATED, NONE OF THE OPPORTUNITIES OF PARTICIPATION IN FUNDING THE PROJECTS LISTED ON DF PLATFORM ARE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (THE “**FSCS**”). PLEASE CHECK THE TERMS OF EACH CROWDLENDING OPPORTUNITY FOR MORE INFORMATION TO FIND OUT IF THAT PARTICULAR INVESTMENT WILL BE COVERED BY THE FSCS.

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## 1. INTRODUCTION

DF Platform is a commercial vehicle for decentralized funding of businesses and real economy assets with a crowdfund. Crowdfund (or Crowdfunding) means a method of funding the real economy projects (startups, real estate development, etc.) whereby each Lender contributes a share to the consolidated loan granted by a number of Lenders to the Project Owner for a specified period and at a fixed interest rate per year. The principal amount of cryptocurrency assets granted as a loan as well as interest accrued shall be repaid by the repayment date.

- 1.1. It is an international platform based on blockchain technology and built on Binance Smart Chain Network, which provides insurance for assets owners and opportunities for investors and which allows eligible business entities (the “**Project Owners**”) running particular commercial projects (the “**Projects**”) to raise funds from individual crypto community members (the “**Lenders**”) and provide collateral in the form of the underlying assets. The idea of DF Platform is to facilitate and accelerate real estate and other real economy assets funding transactions. DF Platform is providing online IT software for the Project Owners to attract loans directly from the Lenders being holders of cryptocurrency assets for the purpose of development of the Projects. DF Platform is a decentralized online marketplace, where Project Owners place information about their business projects and request a loan in the form of cryptocurrency assets from the community of owners of cryptocurrency assets (the “**Community**”) for the purpose of achieving declared goals of the Project development.
- 1.2. DF Platform is not a party to the loan transaction between the Lenders and Project Owners, it only provides, maintains and supports software framework, whereby Project Owners and private Lenders meet, communicate and deal with each other.
- 1.3. DF Platform enables you to register and access the online platform, integrated with blockchain technology, which:
  - (a) allows you to obtain information about the Projects run by the Project Owners and listed on DF Platform; and
  - (b) allows you to invest cryptocurrency assets directly in the Projects listed on DF Platform by contributing a share in the loan provided by the Community to the Project Owner.
- 1.4. Further information about DF Platform can be found at <https://definder.global/>.
- 1.5. All the paragraphs in these T&C will apply to the agreement between you and DF Platform in respect of provision of DF Platform services.

## 2. ELIGIBILITY

- 2.1. To successfully apply for DF Platform services or register on DF Platform you must:
  - 2.1.1. be at least 18 (eighteen) years of age;
  - 2.1.2. have capacity to enter into legally binding contracts;
  - 2.1.3. hold cryptocurrency assets to be invested in the Projects;
  - 2.1.4. provide us with your name, postal address, email address, date of birth;
  - 2.1.5. satisfy any "know your client" and anti-money laundering checks carried out by us; and
  - 2.1.6. successfully complete the registration process on the DF Platform.
- 2.2. You must provide us with all information requested during the application process and subsequently and comply with all our identification requirements to enable us to comply with all laws, regulations, rules, ordinances, charters, by-laws and regulatory guidance, as amended or updated from time to time.
- 2.3. You must also provide us with Representations and Warranties contained in Section 16 hereof.
- 2.4. We will consider your application and confirm whether it has been successful within two (2) Business Days. If your application is successful, we will register you as a user of DF Platform. We may, without stating reasons and with no right to compensation on your part, refuse an application to register on DF Platform in your name.

### 3. ACCESSING FACILITIES ON DF PLATFORM

- 3.1. As part of registering for DF Platform you will be required to enter your log-in (which is to be your email address) and generate a password (“**Account Details**”) and once registered you will be able to access and use full range of facilities of DF Platform in accordance with these T&C. However, even for unregistered users DF Platform provides general information about Projects listed and essential parameters for their evaluation necessary to make a decision on contributing your share to a crowdfloan.
- 3.2. Each time you seek to access DF Platform, we will check your identity by asking for your Account Details. As long as your correct Account Details are entered, we will assume that you are the person registered with the system. You must therefore keep the Account Details secret and secure and make sure that they are not stored in a way that enables others to access them or impersonate you. In addition, if you disclose the Account Details to any person who you authorize to access your account, you are also responsible and liable for any access, use, misuse or disclosure of your Account Details or your account by such person.
- 3.3. You must notify us immediately if you discover or suspect that the security of your Account Details may have been breached. If we receive such a notification from you or determine ourselves that the security of your Account Details may have been breached, you will not be able to access the DF Platform until measures have been taken to verify your identity.
- 3.4. We can refuse to act and use DF Platform if we believe that DF Platform is being used for an illegal purpose or your actions might subsequently cause us to breach a legal or other duty.
- 3.5. Unless and until you tell us that you believe that someone else knows the Account Details or can use DF Platform by impersonating you, we will not be responsible for any unauthorized access to your DF Platform account or the information available for you.
- 3.6. While we provide DF Platform as an online marketplace to enable you to invest money, we do not guarantee that there will be any investment opportunities available on our Platform and suitable for your investment profile.
- 3.7. If you do not satisfy the "know your client" and anti-money laundering checks or if we have refused an investment to be made by you for any reason, we may also decide to notify you that you will only have limited access to DF Platform for a period of up to 7 business days. Upon the expiry of that 7 business day period, we may choose to terminate your access to DF Platform and other than where required under applicable law, we will have no obligation to store or provide you with access to any information relating to your activity on DF Platform.

### 4. CRYPTO WALLET USED IN DF PLATFORM

- 4.1. When you create a crypto wallet, you will be provided with a cryptographic private and public key pair (the “**Keys**”) that you may use to send and receive cryptocurrency on the Binance Smart Chain network from your crypto wallet. When you create a Crypto Wallet, you must:
  - 4.1.1. protect and keep secret all credentials for crypto wallet, including the Keys;
  - 4.1.2. protect access to your crypto wallet; and
  - 4.1.3. promptly notify us if you discover or otherwise suspect any security breaches related to your crypto wallet.
- 4.2. DF Platform does not receive or store your crypto wallet password, any Keys, network addresses or transaction history and is not able to provide any replacements, duplicates or copies of the Keys. As a result, you acknowledge that you are solely responsible for:
  - 4.2.1. storing and keeping safe the Keys; and
  - 4.2.2. creating a backup of any crypto wallet information, transaction information and/or the Keys (a “**Back Up**”).

- 4.3. You accept and acknowledge that if you lose or for any reason are unable to locate any Key and do not maintain a Back Up, you will not be able to access your cryptocurrency held in your crypto wallet. Any cryptocurrency you have associated with your crypto wallet may become inaccessible if you do not know or do not keep secret your crypto wallet password and/or Keys. Any third party with knowledge of one or more of your credentials (including, without limitation, a backup phrase, wallet identifier, password or a Key) can dispose of the cryptocurrency held in your crypto wallet.
- 4.4. In relation to any transactions created using crypto wallet, you acknowledge and confirm that you understand that:
- 4.4.1. transactions on the Binance Smart Chain network are irreversible. The crypto wallet is not a custodian of your assets. DF Platform does not store any tokens, cryptocurrency, crypto assets or private keys on your behalf;
- 4.4.2. all such transactions must be confirmed and recorded in the Binance Smart Chain network;
- 4.4.3. DF Platform has no control over the Binance Smart Chain network and therefore:
- (a) the transaction you submit via crypto wallet may not be completed, or may be substantially delayed, by the Binance Smart Chain network when process the transaction;
  - (b) it cannot and does not ensure that any transaction details you submit via crypto wallet will be confirmed on the Binance Smart Chain network;
  - (c) it cannot assist you to cancel or otherwise modify your transaction or transaction details and does not have the ability to facilitate any cancellation or modification requests; and
  - (d) DF Platform does not guarantee that crypto wallet can transfer title or right in any cryptocurrency or make any warranties whatsoever with regard to such title.
- 4.5. You agree to take responsibility for all activities that occur in relation to your crypto wallet and that you accept all risks of any authorized or unauthorized access to your crypto wallet, subject to applicable law.
- 4.6. At no point will DF Platform ever take custody or control over cryptocurrency or tokens held and stored in your wallet. DF Platform does not store any cryptocurrency, tokens, or Keys on your behalf.
- 4.7. You agree and understand that, in the event of a fork, the transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. DF Platform is not responsible for any loss incurred by you in whole or in part, directly or indirectly, by a fork.
- 4.8. You confirm that you understand and accept that the network of miners will ultimately be in control of the Binance blockchain and that a majority of these miners could agree at any point to make changes to the official smart contract system and to run a new version of the smart contract system. Such a scenario could lead to tokens losing some or all of their intended functionalities.

## **5. USING DF PLATFORM FOR INVESTMENT PURPOSES AND MECHANISM OF MAKING CONTRIBUTIONS TO LISTED PROJECTS**

- 5.1. DF Platform allows eligible investors to raise funds through a smart-contract based crowdfunding campaign. It is built on Binance Smart Chain network and employs advanced blockchain technology with secure transactions and extended capabilities.
- 5.2. By using the facilities of DF Platform as an online marketplace you can view details of the Projects, including property parameters (name, location, amount, minimal investments, expected returns, terms of participation in funding etc.), as well as additional documents and information provided by Project Owners, including description of the Project, purpose of the crowdloan, planned financial results upon successful completion of the Project, amount of the loan, term of the loan, description of the business development stages preceding the crowdloan etc.

- 5.3. If you have made an investment decision by choosing the relevant Project, you need to transfer a symbolic amount for reservation and to indicate your interest in this particular Project. By making an investment into the selected Project, you will become a lender, while the recipient of this investment (the Project Owner) shall be the borrower. For safety reasons we use a multi-signature wallet for fundraising.
- 5.4. By making a transaction from your personal cryptocurrency wallet in Definder Network Tokens (DNT), you shall retain a share in the particular Project. This transaction shall be made as a donation in a symbolic amount, and the relevant memo shall contain reference to the amount in stablecoin, which you shall contribute to the crowdloan with respect to the particular target.
- 5.5. While making the donation indicated in clause 7.4, you should specify amount of the donation, reference to the particular Project, personal email, address of the wallet designated for making contribution to the Project, and Telegram ID.
- 5.6. As soon as 100% of reservation of the consolidated loan for the particular Project is pooled within DF Platform, the register of potential contributors (the “**Register**”) is created.
- 5.7. The Project Owner operating a Project shall provide a cryptocurrency wallet with a multi-signature function and transfer the public key and the second signature to the foundation. Following this step, DF Platform will send out an invitation to all potential contributors listed in the Register to co-finance a consolidated loan for the particular Project.
- 5.8. The investors listed in the Register shall transfer their respective contributions in stablecoin from their respective personal wallets to the wallet of the relevant Project Owner (the borrower) designated for that purpose in the amount specified in the reservation transaction memo.
- 5.9. If the cap of the contributions to the consolidated loan reserved for the particular Project is not reached, DF Platform will hold additional funding rounds till the hard cap of the consolidated loan is reached. Particular terms for making contributions may be previously agreed by the contributors with the borrowers operating the relevant Projects.
- 5.10. Insurance pool will serve as a guarantee fund for client’s deposits. The purpose of the insurance pool is to hedge risks of the contributors against default of the Project Owner (the borrower). insurance pool is formed by the contributors by transferring Definder Network Tokens (DNT) in the amount from 5 to 15% of the contribution made. The precise amount of insurance pool is determined by the risk level attributed to the relevant project. insurance pool formed in DNT is locked for the whole duration of the consolidated loan. DF Platform shall unlock the insurance pool upon complete repayment of the loan and payment of interest by the Project Owner.
- 5.11. After the funding of the crowdloan is successfully completed (i.e. reaching the hard cap of the consolidated loan), the supervisory board will be established from the top 10 contributors. The top-ranked member of the supervisory board shall sign transfer of the consolidated loan to the Project Owner with the second key. If he fails to do so, the second key will be passed to the member of the supervisory board who is ranked as the next top contributor in the Register.
- 5.12. The Project Owner will submit and publish the report on the progress of the Project at the end of each reporting period previously agreed between the contributors and the Project Owner. It shall also provide further updates on the development of the Project, as well as any expenditures incurred. By the end of the period of lending the Project Owner shall provide the general report featuring financial performance of the Project and pass the access to the wallet funded with the loan repayment amount and interest accrued on the amount of loan for the benefit of the contributors. The community of contributors shall distribute the loan repayment amount and interest among all contributors with the deduction of the commission fees charged by DF Platform.
- 5.13. The supervisory board shall designate and authorize, by a simple majority vote, one representative of the contributors who will have authorities to sign agreements and perform the role of information administrator. All communications from the Project Owner to the contributors and vice versa shall be channeled through such representative.

## **6. DEFINDER NETWORK TOKENS**

- 6.1. Definder Network Tokens (DNT) is a native utility token of DF Platform which remain identical to Smartlands Network Tokens by its legal nature. For the avoidance of doubt, DNT are not securities and represent a digital/crypto asset existing in a virtual form that may be utilized in the manner prescribed herein. Definder Network has deployed a smart contract system on Binance blockchain for the purposes of creating DNT and issuing such DNT to crypto wallet.
- 6.2. DNT may be utilized in DF Platform in two ways:
  - (a) Payment of a symbolic fee during reservation of a share in particular Project;
  - (b) Formation of an insurance pool for the purpose of hedging risks for the period of contribution into a crowdloan. DNT will be used to form an insurance pool for providing crowdloans to the Project Owners managed by the community of investors. DNT will be locked for the whole crowdloan period related to a particular target. DNT will be paid back at the end of the crowdloan period. This lock-up will remove part of DNT from circulation. For high risk projects the insurance pool contribution to be locked will constitute up to 15% of the whole amount of crowdloan made in DNT. If you contribute stablecoin in a crowdloan, you buy from 5% to 15% equivalent in DNT and lock it at the insurance pool for the whole period of the crowdloan;
  - (c) Exercising voting rights within DF Platform to approve Projects to be admitted to crowdloans, to elect representatives of the community
- 6.3. You may buy DNT at any time. DNT may be purchased for stablecoin at Definder landing page or any crypto currency exchange where DNT is listed. Purchases with other stable coins will also become available. Voting and other participation rights may be attributed to DNT with the evolvement of DF Platform and its functionality, as well as other products of Definder Network.
- 6.4. All transaction fees applicable within DF Platform will also be paid in DNT.
- 6.5. By purchasing DNT you acknowledge that:
  - (a) DNT must be held in a crypto wallet;
  - (b) DNT will be subject to any applicable laws of the relevant jurisdiction and regulatory acts;
  - (c) DF Platform does not provide any custody services for any cryptocurrency and any tokens, including DNT.
- 6.6. Subject to compliance with the provisions of these T&C, including those related to compliance by you with all DF Platform's requests for information and documents, DF Platform shall send instructions to the smart contract system to transfer DNT to the Crypto Wallet.
- 6.7. The number of DNT to be allocated to you will be equal to the amount of your crypto assets received by DF Platform. If for any reason the amount of crypto assets DF Platform actually receives from you differs from the amount initially transferred, you will only be allocated an amount of DNT proportional to the amount actually received by DF Platform from you.
- 6.8. Unless otherwise specifically directed by DF Platform, investors that transfer a purchase amount in stablecoin or other crypto asset:
  - 6.8.1 not through DF Platform; or
  - 6.8.2 in any cryptocurrency other than the accepted cryptocurrency hereunder; or
  - 6.8.3 to account details other than those specified for the purpose;
  - 6.8.4 in any manner that does not conform with the methods of transfer described in these T&C; or

- 6.8.5 fail to satisfy any KYC requirements (or other requirements designed to comply with any applicable laws, rules or regulations) of DF Platform; or
  - 6.8.6 to any third-party website, wallet address, bank account, service or smart contract provider that offers to hold DNT,
- risk losing their entire assets transferred, and DF Platform shall not be responsible or liable for recovering or returning any such payment to you, nor shall DF Platform be responsible or liable for any losses incurred by you in this respect.
- 6.9. Dealing with DNT or any cryptocurrency within DF Platform and making any transaction herewith will be subject always to functionality available to DF Platform.

## **7. RIGHT TO REQUEST INFORMATION**

- 7.1. At any time before or after making a loan or contribution in DNT by you, we may (in our sole and absolute discretion):
  - 7.1.1. request you to provide certain information and documentation for the purposes of complying with any “Know Your Customer” (“KYC”) or similar obligations to which we may be subject by operation of law;
  - 7.1.2. determine that it is necessary to obtain certain other information about you in order to comply with applicable law in connection with the participation in a crowdloan or purchase of DNT by you or the holding of DNT.
- 7.2. You agree that you shall, promptly upon request of DF Platform, supply such information and documentation as may be reasonably requested by us pursuant to clause 9.1 above in order for us to:
  - 7.2.1. carry out, to our satisfaction, all necessary KYC and other similar checks which we may be obliged to perform;
  - 7.2.2. ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with buying DNT by you as contemplated by these T&C; and
  - 7.2.3. provide further clarifications to us on any further documents that may be requested by us at our sole discretion in order to comply with these T&C or any other applicable laws and regulations that may govern the DNT proceeding.
- 7.3. You acknowledge and accept that we may refuse, reject or refund any purchase of DNT until you provide all information and documentation that we may request under this clause 9 or otherwise, and we have determined (acting in our sole discretion) that it is acceptable to allocate DNT to you and in line with DF Platform’s risk assessment approach. You are required to submit any KYC required documents that we have requested within three (3) Business Days upon receiving the request from DF Platform, or such other date as DF Platform may determine.
- 7.4. DF Platform may, at its sole discretion, apply different KYC procedures depending on the amount of your contribution and DF Platform’s risk assessment approach.
- 7.5. You acknowledge that any information you provide to DF Platform in connection with these T&C may be shared with other entities within Definder Network, including for the purposes of each party’s compliance with applicable laws, and may be retained by the relevant party for the purposes of your relationship with them. Information relating to DF Platform’s privacy policy is available on its website at <https://definder.global/>.

## **8. TOKEN FUNCTIONALITY**

- 8.1. Ownership of DNT carries no rights, whether express or implied, other than the rights that a beneficial owner of DNT would have pursuant to these T&C and any applicable law.
- 8.2. It is intended that DNT will have the functionality described on DF Platform at <https://definder.global/>.



- 8.3. You acknowledge and accept that, except where otherwise provided in these T&C, DNT do not represent or constitute:
- 8.3.1. any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights in relation to any securities;
  - 8.3.2. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Definder Network, any of its affiliated persons and/or DF Platform;
  - 8.3.3. any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or
  - 8.3.4. the right to provision of any goods and/or rendering of services as at the date that these T&C form a binding agreement between the parties.
- 8.4. Definder Network makes no warranties or representations and offers no assurances (in each case whether express or implied) that DNT shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with DF Platform, other than the intended functionality described in these T&C, to be amended from time to time as further particularized therein, which is further subject to the development and/or success (or lack thereof) of DF Platform.

## **9. CUSTOMERS' REPRESENTATIONS AND WARRANTIES**

- 9.1. By contributing into a crowdloan and accepting these T&C, you hereby represent and warrant that:
- 9.1.1. you have read and understood these T&C and agree to their applicability;
  - 9.1.2. you have the necessary authority and consent to accept these T&C, to enter into a binding agreement with DF Platform and to perform the obligations set out herein;
  - 9.1.3. the acceptance of these T&C and the entry into a binding agreement with DF Platform shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Your constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on You by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which You are a party or by which You are bound;
  - 9.1.4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like the Definder Network Tokens (DNT)), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
  - 9.1.5. you have obtained sufficient information about the potential future use and functionality of the Definder Network Tokens (DNT) to make an informed decision to participate in a crowdloan pursuant to these T&C and the relevant crowdloan documents;
  - 9.1.6. if you are contributing into a crowdloan as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable law of the jurisdiction in which the entity is established;
  - 9.1.7. if you are contributing into a crowdloan for or on behalf of an entity or person, you are authorized to accept these T&C and enter into a binding agreement on such entity's or person's behalf (and in such circumstances, references in these T&C to "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make an investment);
  - 9.1.8. any of the assets you use to contribute into a crowdloan are not derived from or related to any unlawful activities, including but not limited to, money laundering or terrorist financing activities;
  - 9.1.9. you shall not use DF Platform to finance, engage in, or otherwise support any unlawful activities;

- 9.1.10. you hold and own on a lawful and legitimate basis the cryptocurrency assets designed to be granted using DF Platform; your title to these funds/assets is not challenged by any third persons and these funds/assets are not subject to any litigation or arbitration, whether existing or pending; these funds/assets were not obtained by you through any unlawful activities or as a result of money laundering, terrorism financing or proliferation of weapons of mass destruction;
- 9.1.11. the cryptoassets used for participation in a crowdloan shall be transferred from a cryptocurrency wallet that: (i) is registered in your name or in the name of a person who has authorized you, or is duly authorized by you, to send your investment amount to the account of a Project Owner; and (ii) is not located in or that is not registered in the name of a person located in or resident of, any country or territory that has been designated by the Financial Action Task Force as a “non-cooperative country or territory” (each a “**Prohibited Jurisdiction**”);
- 9.1.12. buying or holding the Defender Network Tokens (DNT) is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any such purchase shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
- 9.1.13. you are not a citizen of or resident or domiciled in a Prohibited Jurisdiction or making a contribution for the purchase of the Defender Network Tokens (DNT) from a location in a Prohibited Jurisdiction, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction, nor are you making a contribution for the purchase of the Defender Network Tokens (DNT) for or on behalf of any such person or entity;
- 9.1.14. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;
- 9.1.15. you are not a resident or domiciliary of any of the restricted jurisdiction or purchasing the Defender Network Tokens (DNT) from a location in a restricted jurisdiction, nor are you an entity (including, but not limited to, any corporation or partnership) incorporated, established or registered in or under the laws of a restricted jurisdiction, nor are you purchasing the Defender Network Tokens (DNT) on behalf of any such person or entity;
- 9.1.16. you are not: (i) a citizen or resident of a geographic area, state, country or province in which access to or use of the Defender Network Tokens (DNT) is prohibited by applicable law, decree, regulation, treaty, or administrative act, or any jurisdiction where the issue of the Defender Network Tokens (DNT) would be illegal or subject to any requirement for registration, licensing or lock-up; (ii) a citizen or resident of (tax or otherwise), or a green card holder of the United States of America (including Puerto Rico, the US Virgin Islands, and any other protectorate of the United States of America) or other representative of the United States (as described in the White Paper accessed at: <https://definder.global/white-paper/>); (iii) a citizen or resident of, or located in, a geographic area, state, country or province that is subject to U.S. or other sovereign country sanctions or embargoes; or (iv) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State’s Debarred Parties List;
- 9.1.17. you agree that if your country of residence or other circumstances change so that the above representations are no longer accurate, that you will immediately cease using the Defender Platform or the Defender Network Tokens (DNT);
- 9.1.18. you will comply with any applicable tax obligations in your jurisdiction arising from obtaining benefits from your participation in crowdloans made through DF Platform or from your

acquisition, storage, sale or transfer of the Definder Network Tokens (DNT); and

- 9.1.19. you understand and accept the risks of participating in fundraising processes relating to providing crypto loans to start-ups and small cap businesses, investment in real estate development companies and in similar entities and acknowledge that these risks are substantial. If you intend to purchase the Definder Network Tokens (DNT) or participate in crowdloan, you should seek the advice of the independent experts before committing to any such action. There is a risk that functionality of DF Platform may need to be amended or that DF Platform could lose all functionality which is expected to undergo significant development. You further warrant and represent that any contribution to crowdloans does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with participation in a crowdloan under these T&C.

## **10. INVESTOR'S REPRESENTATIONS AND WARRANTIES**

- 10.1. You acknowledge and agree that contributing to a crowdloan via DF Platform, the creation and issue of Definder Network Tokens (DNT) and the development and deployment of DF Platform carries significant financial, regulatory and reputational risks, including, but not limited to, risk of losing the whole amount of contribution to a crowdloan. By making a contribution via DF Platform and accepting these T&C you expressly acknowledge that you understand and accept the risks associated with such crowdloan.
- 10.2. DF Platform shall not be responsible for the risks of late repayment, general default of the Project Owner or partial non-payment of a consolidated loan by the Project Owner. DF Platform is responsible only for preservation and return of the insurance pool to investors in proportion to their contributions at the end of lending period.
- 10.3. For safeguarding the interests of the Community, the consolidated loans will be secured by the assets of the Project Owner (where applicable).

## **11. SECURITY**

- 11.1. You are responsible for implementing all reasonable and appropriate measures for securing your crypto wallet, account with DF Platform and any other vault or other storage mechanism you use to send a cryptoasset via DF Platform and/or to receive and store DNT, including any requisite private key(s) or other credentials necessary to access such mechanisms.
- 11.2. If your private key(s) or other access credentials are lost, you may lose access to your DNT. Definder Network shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of DNT, nor shall we be under any obligation to recover or return any DNT, and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) DNT.

## **12. INTELLECTUAL PROPERTY**

- 12.1. In this clause 15, “**Definder IP Rights**” means in relation to Definder Network, DNT, DF Platform and the project documentation, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals in relation to any such rights.
- 12.2. Except as expressly set out in these T&C, you are not entitled, for any purpose, to any of Definder IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to Definder IP Rights, and you understand and accept that by making an investment via DF Platform pursuant to these T&C you shall not:

- 12.2.1. acquire or otherwise be entitled to any Definder IP Rights;
- 12.2.2. make a claim in respect of any Definder IP Rights or any other equivalent rights; or
- 12.2.3. use, attempt to use, copy, imitate or modify (whether in whole or in part) any Definder IP Rights, except with our prior written consent.

### 13. INDEMNITY

- 13.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Definder Network, DF Platform and any of its or their respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Indemnified Parties**”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:
  - 13.1.1. your participation in crowdloans provided to the Project Owners within DF Platform;
  - 13.1.2. any other use of DF Platform;
  - 13.1.3. your use of crypto wallet;
  - 13.1.4. your use of any services provided directly or indirectly by Definder Network;
  - 13.1.5. your acquisition of any DNT under these T&C and/or holding of DNT;
  - 13.1.6. the performance or non-performance of your responsibilities, representations, warranties or obligations under these T&C;
  - 13.1.7. your provision of untrue, false, inadequate or incomplete information requested by DF Platform and to be provided by you hereunder;
  - 13.1.8. your breach of any of the terms and conditions set out in these T&C; or
  - 13.1.9. your breach of any rights of any other natural person or legal entity.
- 13.2. DF Platform reserves the right to exercise its sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set out herein.
- 13.3. The indemnity set out herein is in addition to, and not in lieu of, any other remedies that may be available to any Indemnified Parties under applicable law or any other contract or rights.

### 14. DISCLAIMERS

- 14.1. To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:
  - 14.1.1. DNT are offered on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to DNT (whether express or implied), including, without limitation, any implied warranties of merchantability/insurance, profitability, fitness for a particular purpose, title and non-infringement;
  - 14.1.2. we do not represent or warrant that DNT are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
  - 14.1.3. we cannot and do not represent or warrant that DNT or the delivery mechanism for DNT are free of viruses or other harmful components.
- 14.2. Neither these T&C, nor any project documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction where such an offer or solicitation is not permitted under any applicable law.
- 14.3. No regulatory authority has examined or approved any of the information set out in these T&C and/or the project documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&C and/or the project documentation does not imply that applicable law, regulatory requirements or rules have been complied

with.

## **15. LIMITATION OF LIABILITY**

15.1. To the fullest extent permitted by applicable law, in no circumstances shall:

15.1.1. any of the Indemnified Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of DNT, cash, cryptocurrency, or otherwise related to these T&C, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if any of the Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

15.1.2. the aggregate liability of the Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&C or the use of or inability to use DNT, exceed the amount of your investment.

15.2. The limitations and exclusions of liability set out in clause 18.1 shall not limit or exclude liability for the gross negligence, fraudulent or intentional, willful or reckless misconduct of any Indemnified Party, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

## **16. TAXATION**

16.1. Unless otherwise informed through DF Platform, you are solely responsible for determining whether your investment made via DF Platform for the purposes described hereunder, the transfer of any asset through DF Platform, the creation, ownership, use, sale, transfer or liquidation of DNT, the potential appreciation or depreciation in the value of DNT over time (if any), the allocation of DNT and/or any other action or transaction contemplated by these T&C or related to DF Platform will give rise to any tax implications on your part.

16.2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. DF Platform shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your investment and acquisition of DNT under or in connection with these T&C.

16.3. You agree not to hold DF Platform or any of the Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of DNT or any other action or transaction related to DF Platform or the offering of DNT.

## **17. COMPLAINT**

17.1. If you want to make a complaint about us you can email to [contact@definder.global](mailto:contact@definder.global), with brief details of your complaint and details of your account in DF Platform. We will then investigate and send you an initial response, having had access to an officer with the authority to settle the complaint (including, where appropriate, an offer of redress). We aim to resolve complaints by close of business on the fifth business day after the complaint is received. If the complaint is not resolved by close of business on the seventh business day after the complaint is received or if you are not satisfied by our response, you may contact our Legal Officer, who will respond by email within a further ten business days.

## **18. DATA PROTECTION**

18.1. If we make an information request hereunder, we may require you to provide information and documents

relating to (without limitation):

18.1.1. your identity;

18.1.2. your residential and/or business address;

18.1.3. the source of your wealth;

18.1.4. the source of funds used for the purposes of investment activities;

18.1.5. the details of the bank account used by you to make your investment;

18.1.6. the address of the cryptocurrency wallet used by you to make your investment; and/or

18.1.7. any other documents or data from which you can be identified.

- 18.2. We are committed to keep the personal information that you provide to us pursuant to clause 21.1 safe. We process such personal information in accordance with applicable data protection legislation. Please read our privacy policy to understand how we use and protect the information that you provide us (a copy of our privacy policy can be accessed at <https://definder.global/privacy-policy>).

## 19. REGULATORY PROVISIONS

- 19.1. We are required to take all appropriate steps to identify and to prevent or manage conflicts of interest between: (i) us and our clients and; (ii) between our different clients. We have put in place a policy which, in summary, identifies those situations giving rise to actual or potential conflicts of interest (including any circumstances which may give rise to a conflict of interest as a result of the structure and business of our group) and which also provides details of how those conflicts are to be prevented or managed (the “**Conflicts of Interest Policy**”). We shall review our Conflicts of Interest Policy on an at least annual basis and take all appropriate measures to address any deficiencies.
- 19.2. Where the arrangements under our Conflicts of Interest Policy are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of our clients will be prevented, we will provide details of the actual or potential conflict to you before providing the relevant service, so that you can make an informed decision as to whether to continue to deal with us despite the existence of such conflict. We will provide you with further information on our Conflicts of Interest Policy upon request.

## 20. NOTICES

- 20.1. We may (where allowed to do so by applicable law) communicate with you by email or using other electronic means of communication. We may also contact you at the postal address you provide us with on registration at your website.
- 20.2. Any notices or other communications required to be given to you, including any notices connected with DNT or your investments, may be validly given to you by email or otherwise utilizing such messaging capabilities from time to time available on DF Platform. You irrevocably consent to receiving notices from us in this manner. DF Platform may, at its discretion, contact you using other methods, including at the postal address you provide us with on registration on DF Platform or provided in any other manner.
- 20.3. Any communication given to us shall be deemed to have been received only on actual receipt by us.
- 20.4. Any notice or other communication given to a party under or in connection with these T&C shall be:
- 20.4.1. in writing;
- 20.4.2. delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by email; and
- 20.4.3. deemed to have been received:
- (a) if delivered by hand, at the time it is left at the relevant address;
  - (b) if posted by pre-paid first-class post or other next working day delivery service, on the second business day after posting;
  - (c) if sent by email, when received;

- (d) if sent by utilizing such messaging capabilities from time to time available on DF Platform.

## **21. AMENDMENTS**

- 21.1. We may amend these T&C from time to time, including where there are changes to the intended functionality of DF Platform or DNT, or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&C, we will publish a notice together with the updated T&C on DF Platform and we will change the “Last Updated” date at the top of these T&C. Any amended T&C shall become effective immediately upon the publication of such notice and updated T&C on DF Platform, and shall apply, in particular, to any DNT issued or investment made at any time, including before the date of publication of the amended T&C, except if otherwise expressly provided in the amended T&C. It is your responsibility to regularly check DF Platform for any such notices and updated T&C.

## **22. GOVERNING LAW**

- 22.1. These T&C and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the English Law.
- 22.2. The Parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&C or their subject matter or formation (including non-contractual disputes and claims).

## **23. MISCELLANEOUS**

- 23.1. If any term, clause or provision of these T&C is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&C without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&C, which shall remain in full force and effect.
- 23.2. These T&C constitute the entire agreement between the parties in relation to its subject matter. These T&C replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the parties, whether oral or written, public or private, in relation to that subject matter.
- 23.3. You acknowledge that by accepting these T&C, you:
- 23.3.1. have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by Definder Network or on its behalf by any of the Indemnified Parties and/or a related entity or undertaking in relation to the subject matter of these T&C at any time before your acceptance of them (“**Pre-Contractual Statements**”), other than those set out in these T&C. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements; and
- 23.3.2. we do not provide any financial, accounting, taxation or legal advice in relation to these T&C or acquisition of the DNT. These T&C should not be considered as a recommendation by DF Platform to invest in any of the Projects listed on DF Platform and/or to purchase DNT. You are solely responsible for making your own independent appraisal and investigation of the risks of making an investment through DF Platform, and you should obtain your own legal, accounting, tax and/or financial advice in relation to such matters, as you consider necessary for the purposes of making an informed investment decision.
- 23.4. Nothing in these T&C shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and Definder Network, and/or other individuals or entities involved with the development and deployment of the smart contract system, and/or the Indemnified Parties and/or DF

Platform.

- 23.5. In these T&C “**Applicable Law**” means, for all purposes, any and all applicable laws, legislation, bye-laws, decisions, notices, statutes, orders, rules (including any rules or decisions of court), regulations, directives, edicts, schemes, warrants, local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, voluntary codes, other instruments made or to be made under any statute and codes of conduct and mandatory guidelines (including in all cases those that relate to audit, accounting or financial reporting) and which have legal effect, whether local, national, international or otherwise existing from time to time, together with any similar instrument having legal effect in the relevant circumstances, and shall include, for the avoidance of doubt, KYC requirements.
- 23.6. Headings are used in this document for convenience only and shall not affect its interpretation.
- 23.7. Section, clause, schedules, or other headings in these T&C are for ease of reference only and shall not affect the interpretation of these T&C.
- 23.8. A reference to any party shall include that party’s representatives, successors and permitted assigns.
- 23.9. A reference to writing or written includes email.
- 23.10. Unless the context otherwise requires, references to clauses are to the clauses in these T&C.
- 23.11. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and references to any gender shall include all other genders and references to any person shall include natural persons, bodies corporate, unincorporated associations, partnerships, governments, governmental agencies and departments, statutory bodies or other entities, in each case whether or not having a separate legal personality, and shall include such person’s successors.
- 23.12. The words “other,” “include” and (except in relation to the computation of periods) “including” shall not connote limitation in any way.