

Offer

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This document represents an offer from Axiom III LTD, a company registered under the laws of the Republic of Seychelles ("Axiom"), addressed to potential users of Axiom Services, to enter into an Investment Agreement under the terms outlined below ("Offer").

By accepting the terms of this Offer, the potential user, being an individual, confirms that they are at least 18 years old, meet all the requirements of our User Agreement, and that the information provided is accurate.

This Offer becomes effective from the date of publication and remains valid until the Offer is revoked by its removal from the Website. Axiom reserves the right to make changes to the terms of the Offer and the documents referenced in the Offer and/or to revoke the Offer at any time at its discretion.

The Offer may be amended by Axiom without any special notice, and the new version of the Offer shall take effect from the moment it is posted on the Website, unless otherwise provided by the new version of the Offer.

You are obliged to regularly check the terms of this document for changes and/or additions. Continued use of the Services after changes and/or additions have been made to this document indicates the user's acceptance and agreement with such changes and/or additions.

The user agrees and acknowledges that amendments to the Offer and other documents referenced therein result in amendments to the concluded and existing Agreement, and such amendments to the Agreement become effective simultaneously with such amendments to the Offer.

If the Offer or any amendments made to it are unacceptable to you in full, or if these terms conflict with the laws and regulations of your country of residence, you agree to refrain from using the Services. In such a case, you assume full responsibility for any losses and expenses arising from non-compliance with the aforementioned conditions, both with respect to us and any involved third parties.

Subject Matter of the Agreement

The Agreement establishes the terms and conditions for users' participation in investment projects through the use of Axiom's Services, and outlines the general terms of service use, which are further detailed and specified in the documents referenced in this Offer.

The Terms of Use governs your access to our website <https://cryptodao.axiom-wm.com/> (the "Website") and all features, applications, and services accessible through the Website, owned and operated by Axiom ("Services").

The Privacy Policy describes our privacy practices in relation to your use of the Website and Services.

The Risk Warning provides you with general information about the risks associated with the Services available through the Website.

Products and Investments

The Website serves as a platform that brings together third-party investment projects ("Products") and allows its users to invest in such Products through the platform. Axiom, in facilitating user interactions with third parties in the process of investing in DAOs through the Services, acts solely as a provider of the technical capability for such interactions.

To use the Services, the user must (i) connect their existing wallet or create a new one, (ii) select a Product to invest in, (iii) make an investment in the Product, and (iv) create an investment portfolio.

For the purposes of this Agreement, a "DAO" or "Decentralized Autonomous Organization" is an organization that invests funds on behalf of a group of users.

Product Pricing

The cost of Products (investment in Projects) is determined in accordance with the current prices published in the relevant section of the Website.

Axiom reserves the right to unilaterally change prices by updating the relevant information on the Website, and such changes take effect immediately upon publication.

Payment Procedure

Payment for Products is made based on the actual amount invested in the Products, unless otherwise specified herein or the specific Product pricing listed on the Website. Payment is made through the user's wallet connected to the Website.

Failure to debit the linked wallet for any reason deprives the user of the opportunity to invest in the Products. Payment for Products is considered complete when the full payment amount is received in Axiom's account. Any fees charged for the transfer of payment are the responsibility of the user.

Rights and Obligations of the Parties

Axiom's Obligations:

- a) Provide the user with access to the Products through the Services on the Website in accordance with the terms of the Offer and the referenced documents.
- b) Ensure the user has the opportunity to review the Products.
- c) Allocate the funds received from the user for investment in the Products.
- d) Provide the user with informational and technical support during the use of the Services.
- e) Reject requests to disclose user data to third parties unless such disclosure is required by applicable law or aligns with the Privacy Policy.
- f) Not use user information for purposes that conflict with the goals of the Offer, Terms of Use, or Privacy Policy.

Axiom's Rights:

- a) Suspend the user's access to the Services in cases of:

- i. Non-compliance with the Terms of Use.
 - ii. Breach of warranties and representations made by the user.
 - iii. Force majeure events.
 - iv. Receipt of an order from a competent government authority.
 - v. Use of the Services by the user in violation of intellectual property rights.
 - vi. Other cases as stipulated by the Offer and referenced documents.
- b) Block access to or delete user-posted information on the Website in the following cases:
- i. If required by law or regulation.
 - ii. Upon receiving a complaint, request, or demand from a third party indicating that the information or content violates the rights of the third party or applicable law.
 - iii. If the posted information threatens the normal operation of the Website and Services.
 - iv. If Axiom receives a court order or directive from law enforcement mandating such actions.
- c) Request additional information and/or documents from the user to verify the accuracy of the information provided by the user.
- d) Unilaterally terminate the Offer in cases stipulated by the Offer and the Terms of Use.

User's Rights:

- a) In case of disagreement with changes made by Axiom to the Offer and other referenced documents, the user may cease using the Services.
- b) Request technical and informational support.
- c) Raise any concerns related to the availability of the Services.

User's Obligations:

- a) Comply with the provisions of the Terms of Use and the Offer.
- b) Not use the Services if unwilling to accept the risks outlined in the Risk Disclosure.
- c) Ensure the confidentiality and security of wallet data used to access the Services.
- d) Immediately notify Axiom in case of loss or reasonable suspicion of a breach of confidentiality (compromise) of their data used to access the Services.
- e) Regularly review information published on the Website related to the provision of Services.
- f) Not use third-party software in violation of copyright or licensing restrictions.
- g) Not transfer their rights and obligations under the Offer to third parties without Axiom's written consent.
- h) Not use the Services to create online services, computer programs, or otherwise, if such use violates applicable law and/or the rights and legitimate interests of third parties.
- i) Not decompile, disassemble, or circumvent technical limitations of the Services and the Website.
- j) Not disable, distort, or otherwise attempt to bypass any mechanism for tracking the Services consumed by the user.

- k) Provide properly certified copies of documents confirming user information within five (5) business days of receiving a request from Axiom.

User Warranties:

- a) The user warrants that they:
 - i. Have fully reviewed the terms of the Offer and the documents referenced therein.
 - ii. Fully understand the subject matter of the Offer.
 - iii. Fully understand the implications and consequences of their actions in relation to entering and fulfilling the Offer.
 - iv. Fully understand the implications and consequences of their actions regarding the use of the Services and investing in the Products.
- b) Are aware of all restrictions and rules governing the use of the Services, accept them unconditionally, and agree to comply with them.
- c) Adhere to applicable law in conducting their activities.

Axiom warrants that the provision of the Services does not violate applicable law, obligations undertaken by Axiom towards third parties, or the rights and legitimate interests of third parties.

Except for the warranties explicitly stated in the Offer and referenced documents, Axiom makes no other express or implied warranties and expressly disclaims any warranties or conditions regarding the Services and/or their suitability for specific user purposes.

Liability of the Parties

The Parties are liable for non-performance or improper performance of their obligations in accordance with the terms of the Offer and the Terms of Use, which forms an integral part of the Offer, and in matters not regulated by them, in accordance with applicable law.

The user is responsible for ensuring that the content they post on the Website complies with applicable law, as well as international law, including liability to third parties in cases where the user-posted content violates the rights and legitimate interests of third parties.

If the user fails to comply with the warranties and representations provided, resulting in claims, lawsuits, and/or penalties being brought against Axiom, its agents, subcontractors, partners, employees, and other counterparties by any third parties, governmental authorities, and/or third parties (including but not limited to such instances), the user agrees to promptly provide all necessary and requested information to Axiom regarding such claims (lawsuits, penalties), assist Axiom in resolving them, and reimburse Axiom for all losses (including legal costs and expenses for legal services, fines, and penalties) incurred as a result of such claims (lawsuits, penalties).

Limitation of Liability

Axiom does not guarantee that the Services will meet the user's requirements or expectations. The user agrees that the Services are provided on an "as is" and "as available" basis.

To the maximum extent permitted by applicable law, Axiom, its affiliates, licensors, service providers, employees, agents, contractors, officers, or directors shall not be liable for any lost profits, indirect damages, loss of revenue, loss of investments, or assets arising out of or in connection with the provision of the Services and the user's investment in the Products.

To the maximum extent permitted by applicable law, under no circumstances shall Axiom, its affiliates, licensors, service providers, employees, agents, contractors, officers, or directors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the user's use or inability to use the Website, Services, and Products (including any data, ideas, guides, or recommendations), any Website and Service linked to it, any content on the Website, links, or such other websites, including any direct, indirect, special, incidental, or punitive damages, including but not limited to, bodily injury, property damage, pain and suffering, emotional distress, cost of substitute goods or services, loss of data, loss of business or anticipated savings, loss of use, goodwill, business interruption, device failure or malfunction, whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable or if Axiom was advised of the possibility of such damages; any indirect, incidental, exemplary, special, or punitive damages; or direct damages in an amount not exceeding the actual amount paid by the user on the Website and through the Services in aggregate.

These limitations will apply regardless of whether such damages arise out of breach of contract, tort (including negligence), or otherwise, and regardless of whether such damages were foreseeable or Axiom was informed of the possibility of such damages. This allocation is an essential element of the basis of the agreement between the user and Axiom. The limitations in this section will apply even if any remedy fails its essential purpose.

IF THE USER IS DISSATISFIED WITH THE WEBSITE AND SERVICES, ANY CONTENT THEREOF, OR THIS OFFER, THE USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE AND SERVICES.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE USER. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF AXIOM UNDER SUCH CIRCUMSTANCES FOR ALL LIABILITIES THAT WOULD OTHERWISE HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

Indemnification

You agree to defend, indemnify, and hold harmless Axiom, its affiliates, licensors, and service providers, as well as their respective officers, directors, employees, contractors, agents, licensors, suppliers, and successors, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of the Agreement, your use or misuse of the Website and Services, any content you provide, whether solicited or unsolicited, and/or your violation of any terms of use or similar terms provided by the owners or suppliers of any third-party materials.

Governing Law and Dispute Resolution

All matters relating to the Website, Services, and the Agreement, including any disputes or claims arising out of or related to them (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Republic of Seychelles. Any action or proceeding arising out of or relating to the Website, Services, and this Agreement may only be brought in a state or federal court.

You agree that certain breaches by you of the provisions of this Agreement may cause us harm that cannot be fully compensated by monetary damages, and that we are entitled to immediate injunctive relief for such breaches (in addition to any other remedies available under law, equity, or this Agreement).

You agree that any cause of action arising out of or related to the Website, Services, and this Agreement must be commenced within one (1) year after the cause of action accrues; otherwise, the cause of action will be permanently barred.

Entire Agreement

This Offer, along with any other documents, policies, or agreements referenced herein, constitutes the sole and entire agreement between you and Axiom regarding the Website and Services, superseding all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website, Services, and Products.

Severability

If any provision of this Offer is held by a court or other competent authority to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent necessary so that the remaining provisions of the Offer will continue in full force and effect. Both parties agree to negotiate in good faith to replace the invalid provision with a valid provision that most closely reflects the economic purpose and intent of the invalid provision.

Force Majeure

We shall not be liable for any delays, failures in performance, or interruptions in the delivery of the Website and Services that are directly or indirectly caused by any reason or condition beyond our reasonable control, including but not limited to: any delays or failures caused by acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial disturbances, blockades, embargoes, war, strikes or other labor disputes, fires, earthquakes, storms or other natural disasters, interruptions in electrical, telecommunications, or internet services or network provider services, equipment and/or software failures or other utility failures, vulnerabilities or bugs in smart contracts, technological changes, changes in interest rates or other monetary conditions, and other disasters or any other occurrences beyond our reasonable control.

If we are unable to provide our Services and fulfill the obligations described in the Agreement due to factors beyond our control, including but not limited to the aforementioned force majeure events or changes in applicable laws and/or sanction policies, we shall not be liable for providing Services or fulfilling obligations during the period coinciding with such events.

Assignment

You agree that we may assign any of our rights and/or delegate any of our obligations under this Agreement without any notice to you or your consent. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Your agreement to this Offer is personal to you, and you may not assign or transfer it to any third party.

Notices

Any notices or other communications provided by us under this Offer or the Agreement, including notices of changes, will be posted on the Website and/or delivered through other electronic communication means. You agree and consent to receive all communications, agreements, documents, notices, and disclosures that we provide in connection with your use of the Services and the Website electronically.