**TERMS OF USE**Version 1.0 – October 2019

BY USING OR ACCESSING THE PRODUCT (AS DEFINED BELOW), AND/OR BY CLICKING ON "**I ACCEPT**" ON THE SCREEN WHERE THIS AGREEMENT IS DISPLAYED, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS OF THIS AGREEMENT, AS SET OUT BELOW (THE "**ACCEPTANCE**"). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE, ACCESS, CONNECT TO OR REGISTER TO ACCESS THE PRODUCT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY (AND ITS EMPLOYEES) TO THIS AGREEMENT.

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN DACOCO LLC, ZUG, SWITZERLAND (CHE-273.567.048) ("**DACOCO**" OR "**WE**") AND YOU AND ANY OTHER PERSON, COMPANY OR OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT ("**END USER**" OR "**YOU**").

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# Definitions

Unless otherwise defined in these terms and conditions, capitalized terms shall have the meanings set out in this Section 1.

Acceptance shall have the meaning ascribed in the header of this Agreement.

Agreement shall mean these terms of use for the Product.

Dacoco or we shall have the meaning ascribed in the header of this Agreement.

End User or you shall have the meaning ascribed in the header of this Agreement.

Party or Parties shall mean, as required by the relevant context, either you or us, or - respectively - you and us collectively.

Product shall mean the proprietary software referred to as "DAC Factory" intended to build and configure the open source smart contracts to create a DAC and configure the member client (web portal) that presents on-chain information and allows users to interact with on-chain commands, as upgraded from time to time.

Permitted Use shall have the meaning ascribed in Section 3.3 of this Agreement.

Reverse Engineer shall mean the examination or analysis of the Product to determine its source code, sequence, structure, organization, internal design, algorithms or encryption devices.

Section shall mean any section of this Agreement.

Your DAC shall mean your decentralized autonomous community, as configured, organized and operated by using the Product.

# Form of Agreement and Interpretation

This Agreement shall apply and be binding on the End User following its Acceptance by the End User. It shall form an integral part of the agreement between the parties, and govern their rights and obligations, with regard to its subject matter.

No specific conditions and no other terms and conditions of the End User or any of its affiliates or any third party shall prevail over this Agreement, unless formally accepted in writing by Dacoco.

This Agreement shall not be construed against any party on the grounds that such party prepared or drafted this Agreement.

In this Agreement, unless the context otherwise requires, (i) words in the singular include the plural and vice versa and words in one gender include any other gender, (ii) a reference to a statute or statutory provision includes any subordinate legislation made under it and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement.

# License

## Grant of License

The Product is licensed, not sold, to you with the scope set out below.

## Scope

The license is worldwide, non-exclusive, non-transferable, non-sublicensable and subject to the boundaries of the Permitted Use. The terms of this Agreement will apply to the Product and its use, including upgrades, unless an upgrade is accompanied by a new version of this Agreement or a separate Agreement.

## Permitted Use

Your use of the Product and any results generated by using the Product must adhere to the scope and rules set forth in this section ("**Permitted Use**"). Any other use of the Product is a material breach of this Agreement. We may, but have no obligation to, monitor your use of the Product to ensure that you are adhering to the Permitted Use rules.

* You may use the Product only as and to the extent permitted by applicable laws, in particular, only to the extent you fully comply with any applicable financial market regulations and similar provisions in using the Product.
* You may use the Product to configure and put in place the organizing mechanisms for your DAC, as well as, once it has come into existence, to administer certain functions of Your DAC, it being understood that such use shall create or otherwise be deemed to constitute the basis of an association between Dacoco and Your DAC (in particular, unless expressly agreed otherwise, Dacoco shall be neither an officer, nor otherwise a body, nor a member, nor otherwise an associate or a representative of Your DAC);
* You may only use the Product's faculty to issue digital tokens to issue tokens to yourself and, in particular, without limitation to the generality of the foregoing, you may not use the Product to issue and/or transfer tokens, whether directly or indirectly, to any third parties;
* You may neither modify, decompile, disassemble or reverse engineer, nor otherwise tamper with or circumvent all or any portion of the Product, in particular, but not limited to, the underlying code of the Product, its user interface and/or its operating principles;
* You may not Reverse Engineer the Product or otherwise attempt in any way to derive or otherwise determine the source code for the operation of the Product;
* You may not create any derivative works based on the Product or any portion of the Product.

The foregoing restrictions shall not apply if, and only to the extent that, any such restriction is prohibited by the applicable laws or license terms applicable to the use of open source components included in the Product. If you require certain interface information for compatibility, interoperability, maintenance or development purposes, you may request Dacoco to make such interface information available as required by applicable law.

It is your responsibility not to lose, destroy, or damage the Product once downloaded. We encourage you to back up your copy of the Product regularly.

## Extension of this Agreement to Your DAC

You herewith undertake to procure that Your DAC, immediately after coming into existence, shall enter into a license agreement substantially in form of the present Agreement with regard to the Product and Your DAC's use thereof.

To effect such undertaking, you will be prompted to accept the relevant terms and conditions in your capacity of genesis custodian and herewith agree and accept that you will not transfer the rights and obligations of the custodians for Your DAC to an elected board prior to having accepted the relevant terms and conditions on behalf of Your DAC.

If and only to the extent that Your DAC has entered into and/or otherwise accepted to be bound by these terms and conditions, Your DAC shall be considered a licensee with the same rights and obligations as the End User under this Agreement and any reference herein to you and/or the End User shall be deemed also to include Your DAC. In such event, you and Your DAC shall be jointly and severally liable for any obligations of the licensee under this Agreement.

# Compliance

You acknowledge that certain operations in respect of the tokens of your DAC, in particular, without limitation, the transfer of tokens to third parties, may constitute and/or otherwise fall within the scope of regulated activities under applicable laws in certain jurisdictions. You acknowledge that you may not use the Product to engage into any such activities and that Dacoco makes no representation in respect of, or otherwise in connection with, the suitability of the Product and/or any output generated by using the Product, in particular, but not limited to, Your DAC, to engage into any regulated activity or the Product's or such outputs compliance with applicable laws and regulations. Dacoco neither recommends, nor otherwise advises that you and/or Your DAC engage in such activities. If you and/or Your DAC choose to engage in regulated activities, you do so at your own risk.

Compliance with any applicable laws and regulatory requirements, including the relevant provisions of financial markets law, is entirely within your responsibility. You herewith expressly agrees to ensure compliance with any applicable legal requirements at your own cost and responsibility in using the Product and/or any output generated by using the Product.

# No Representations and Warranties

You use the Product at your sole risk. The Product is provided to you on an "as is"-basis, with all faults and without express or implied warranty of any kind. Dacoco does not make any representation or give any warranty in respect to any characteristics of the Product. In particular, we do not represent and warrant that the Product runs uninterrupted and error-free or that the use of the Product is fit for any particular purpose and does not infringe upon any third party's intellectual property rights. All warranties are expressly excluded.

# Maintenance, Updates and Support

Dacoco reserves the right, but has no obligation, to maintain, modify and/or update the Product within its sole discretion. Dacoco may, but has no obligation to, provide technical support in respect of the Product.

You acknowledge and agree that such maintenance, modifications and/or updates may affect (also including by limiting) the functionality of the Product.

Dacoco reserves the right, but has no obligation, to license updated iterations of the Product separately and under different terms.

# No Partnership or Agency

Nothing in this Agreement, shall be construed to establish, and the Parties shall refrain from any representation or other act that could lead any affiliate or third party to believe that they have established, a partnership within the meaning of art. 530 et seq. of the Swiss Code of Obligations (CO) and/or any other form of partnership or company, and/or an agency within the meaning of art. 418a et seq. CO.

# Fees and Invoicing

In consideration of your rights under this Agreement and prior to using the Product, you shall pay to Dacoco (onto Dacoco's EOS Account) an initial license fee in the EOSDAC amount equivalent to USD 320 at the two week average price on the date of payment (the "**Up Front Fee**").

In addition, within 10 calendar days of receiving the relevant invoice (as specified hereafter) you shall pay to Dacoco (onto Dacoco's EOS Account) a recurring incremental license fee in the EOSDAC amount equivalent to USD 140 at the two week average price on the date of payment, for each of (i) the initial 30 day term and (ii) each subsequent term of 30 days (each such fee an "**Incremental Fee**"). Dacoco will invoice you or Your DAC (as determined within Dacoco's discretion) for the relevant Incremental Fee, in each case in the form set out in Section 13.1, within 15 calendar days after the beginning of the relevant term.

# Use of Data

## Use of Data by Dacoco

You agree that Dacoco may collect and use technical data and related information - including but not limited to technical information about your devices, systems and application software, and peripherals - that is gathered periodically to facilitate the provision of updates, support, and other services to you (if any) related to the Product. Dacoco may use this information in a form which does not identify individuals.

Dacoco will use industry standard administrative, physical and technical safeguards to protect any data collected in accordance with this provision. If a court or government agency orders us to disclose any of your personal data, we will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

## Publicity of Data

You acknowledge and agree that certain data pertaining to you or Your DAC, which you may view as sensitive, will be accessible to the public through the EOS blockchain. Such data includes, but is not limited to: information identifying and/or otherwise pertaining to your EOS account, information identifying and/or otherwise pertaining to the EOS account into which you issue the tokens of Your DAC, and/or information on the organization of Your DAC.

# Breach and Remedies

You understand and agree that observance of your obligations hereunder is of significant importance to Dacoco and that, if you breach this Agreement, Dacoco would incur serious losses and other detrimental consequences which might not easily be cured.

If you breach any provision of or undertaking under this Agreement, we shall have the right to seek specific performance (*"Realexekution"*) in respect of your obligations under this Agreement, including but not limited to the right to request that you cease and/or desist from committing any breach of such obligations, whether or not this forces you to abandon any commercial activity or not to pursue any opportunities at that time (cease and desist injunction).

Dacoco has the right to seek interim legal protection (*"Vorsorgliche Massnahmen"*) to prevent detrimental consequences and effects that cannot easily be remedied or to ensure an effective enforcement of your obligations under this Agreement. In such event, you fully waive any right you may have under applicable laws to request the provision of securities (*"Sicherheitsleistung"*) by Dacoco.

# Liability

To the maximum extent allowed by law, Dacoco's liability towards you and your associates (whether contractual or otherwise) with respect to this Agreement and the use of the Product shall be limited to damages resulting from wilful misconduct or gross negligence or death or personal injury caused by Dacoco.

# Term and Termination

This Agreement shall remain in effect for a term of 30 calendar days, beginning on the date on which Dacoco receives the Up Front Fee. Upon expiry of such initial term, this Agreement shall remain in effect for successive additional terms of 30 calendar days each, unless terminated by either Party no later than 15 days prior the end of the relevant term.

This Agreement (and therefore your and, as the case may be, Your DAC's right to make Permitted Use of the Product) shall be terminated with immediate effect in the event that an Incremental Fee is not paid within the applicable 10 day period.

In addition, Dacoco may terminate this Agreement if, in our sole discretion, we determine that there has been a breach of security, a material breach of any other agreement between the Parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the Product or otherwise, a state acceptable to us within our full discretion. If you fail to take such actions or the cause cannot be remedied within 10 calendar days, we may terminate this Agreement.

You may terminate the Agreement immediately upon written notice if we commit a material breach and fail to cure such material breach within 10 calendar days.

Upon termination, all licenses end immediately. You will return the Product to us or uninstall and destroy it. Termination of the Agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

Either party may terminate the agreement in part as it relates to any Product that is licensed or ordered under the agreement if and to the extent that Product is no longer commercially available.

# Miscellaneous

## Notifications

Before using the Product, you shall provide to Dacoco a valid email address (the "**Notification Address**"). You acknowledge and accept that Dacoco shall send any notifications hereunder (also including any invoice), whether to you or to Your DAC, by way of simple unencrypted email to the Notification Address. Any such notification shall be deemed received when it is sent by Dacoco to the Notification Address. You undertake to keep the Notification Address valid and in effect for the entire duration of this Agreement or to promptly notify Dacoco in writing prior to any change of the Notification Address.

## Assignment

You may not assign any of your rights or obligations hereunder, whether by operation of the law or otherwise.

## No Waiver

The failure of Dacoco to exercise or enforce any right under this Agreement shall neither be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

## Severability

If any provision, or portion of a provision, contained in the Agreement is invalid or unenforceable, the remaining provisions, or the remaining portion of such provision, shall remain in full force and effect. Instead of the invalid provision, a rule shall apply that achieves as closely as possible the intention of the parties in drafting the invalid provision.

## Applicable Law and Jurisdiction

To the maximum extent allowed under applicable laws, this Agreement is governed by the substantive laws of Switzerland, to the exclusion of its rules of conflict of laws and to the exclusion of international treaties.

To the maximum extent allowed under applicable laws, all disputes under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the ordinary courts of Zug, Switzerland, and each of the parties undertakes to fully subject itself to such jurisdiction, always provided that each of the parties shall be entitled to seek preliminary measures and injunctive relief before any competent court according to applicable law.

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