

# Terms of Use

Last updated: 28 September 2021

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "**Terms of Use**"), govern your access to and use of [mainnet.daovalidator.com](http://mainnet.daovalidator.com) , [dao.group](http://dao.group), [daobet.org](http://daobet.org) (together, the "**Websites**") any content, features, resources downloadable from, functionality and services, and the **Program to Buy Back BET Tokens** (together, the "**DAOGroup Services**")

**PLEASE READ THE TERMS OF SERVICE CAREFULLY AS SECTION 14 OF THE TERMS OF USE CONTAINS A LEGALLY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS REGARDING RESOLVING DISPUTES.**

These Terms of Use form a binding agreement between You and DAOGroup (hereinafter, "**DAOGroup**"; or "**We**" and its derivatives).

By participating in the Program to Buy Back BET Tokens (as defined in the Program to Buy Back BET Tokens and Termination of Support Policy) and/or using/browsing the Websites, using DAOGroup Services, You represent that You are eligible to use the Websites, as defined in Section 2 of the Terms of Use, and that You have read, understood, and agreed to be bound by the Terms of Use, Privacy Policy and the Program to Buy Back BET Tokens and Termination of Support Policy incorporated herein by reference.

**If you do not agree to these Terms of Use at any time, you must not access or use the Websites, DAOGroup Service or participate in the Program to Buy Back BET Tokens.**

## 1. Definitions

1.1. The following definitions shall have the meanings as follows:

- 1.1.1. DApp – Decentralized application is a computer application that runs on top of a DLT Solution.
- 1.1.2. DLT Asset – broadly, it is a cryptographically secured digital representation of value or contractual rights that uses some type of DLT Solution and can be transferred, stored, or traded electronically.
- 1.1.3. DLT Solution – Distributed Ledger Technology (DLT) is a technology that enables the sharing and updating of records in a distributed and decentralized way. Participants can securely propose, validate, and record updates to a synchronized ledger (a form of a database), that is distributed across the participants. Broadly DLT Solutions is any platform using DLT.

## 2. Eligibility

2.1. You are allowed to access or use the Websites and DAOGroup Service only if:

- 2.1.1. You are 18 years of age or older; and

- 2.1.2. You have the legal competence to agree with and be bound by the Terms of Use under the law of the country You are in, or any other relevant jurisdiction;
  - 2.1.3. Such Terms of Use are not prohibited under the law of the country You are in, or any other relevant jurisdiction; and
  - 2.1.4. You are not barred from using the Websites and/or DAOGroup Services under any applicable law; and
  - 2.1.5. You act on Your own behalf and not on behalf of any third party; and
  - 2.1.6. You are not a resident or a citizen of Afghanistan, Bangladesh, Bolivia, Bosnia and Herzegovina, Burundi, Canada, Cape Verde, Comoros, Chad, China, Côte d'Ivoire, Crimea and Sevastopol, Cuba, Democratic Republic of the Congo, Ecuador, Eritrea, Ethiopia, Guinea-Bissau, Gambia, Gaza Strip, Guyana, Guatemala, Guinea Bissau, Guinea, Ghana, Haiti, Hong Kong, Iran, Iraq, Kenya, Kyrgyzstan, Laos, Lebanon, Liberia, Libya, Malaysia, Myanmar, Nepal, Nigeria, North Korea, Pakistan, São Tomé and Príncipe, Papua New Guinea, Philippines, Serbia, Seychelles, Somalia, Solomon Islands, Singapore, South Sudan, Sri Lanka, Sudan, Syria, Tanzania, **the USA and its territories**, Trinidad & Tobago, Timor-Leste, Tunisia, Uganda, Vanuatu, Venezuela, Vietnam, Yemen, Zimbabwe.
- 2.2. If at any time You do not meet these requirements, these Terms of Use shall be considered as terminated and You must not access or use the Websites, or DAOGroup Services
- 2.3. We can terminate the Terms of Use and forbid you to access or use the Websites or DAOGroup Services at any time without any prior notice if we have a reason to believe that You do not meet the requirements stated in paragraph 2.1.

### **3. Changes to the Terms of Use of Use**

- 3.1. DAOGroup reserves the right to change these Terms of Use at any time at its sole discretion with or without prior notification. It is solely Your obligation to review from time to time the latest updates of the Terms of Use. The date of the last update of the Terms of Use is set out at the top of this document. You acknowledge and agree that Your continued use of the Websites, or DAOGroup Services after the date of changes to the Terms of Use indicates Your agreement to such changes.

### **4. Additional Terms & Conditions**

- 4.1. Additional terms and conditions may also apply to specific portions, services, or features of the Websites, or DAOGroup Services. All such additional terms and conditions are hereby incorporated by this reference into the Terms of Use. In the event of terms that are directly conflicting between these Terms of Use and additional terms of conditions, these Terms of Use shall prevail.

### **5. The Websites, DAOGroup Services Access and Use**

- 5.1. **Your Warranties & Representations.** You warrant and represent that by accessing or using the Websites, or DAOGroup Services:
  - 5.1.1. You may be engaging in sophisticated transactions;

- 5.1.2. You have the necessary knowledge and experience to be capable of evaluating the merits, risks, and suitability of Your use of the Websites, or DAOGroup Services;
  - 5.1.3. You are able to bear the risk of Your use of the Websites, or DAOGroup Services;
  - 5.1.4. You understand the inherent risks associated with DLT Solutions;
  - 5.1.5. You have a full understanding of all of the Terms of Use, conditions, and risks of Your use of the Websites, or DAOGroup Services and You are willingly assuming the Terms of Use;
- 5.2. **Access.** While most of the content, resources, functionality, and services are accessible after Your access and/or the registration on the Websites, DAOGroup reserves the right to restrict all or certain content, resources, functionality, and services of the Websites, and/or DAOGroup Services at its discretion for You, in case You refuse to perform certain actions that can include, but not limited to: undergoing Know-Your-Customer procedure, Anti-Money Laundering or terrorism financing checks, accepting additional agreements required to access some content, resources, functionality, and services.
- 5.3. **Your Information.** You are obliged to provide correct, current, and complete information if DAOGroup requires You to do so. You agree that all information you provide, including, but not limited to, using any interactive features, functionality, services, accessing any content, downloadable resources on the Websites, is governed by these Terms of Use, and other agreements incorporated herein by reference, such as, however not limited to Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You should use particular caution when inputting personal information on the Websites on a public or shared computer so that others are not able to view or record your personal information.
- 5.4. **Geographic Restrictions.** DAOGroup makes no claims that the Websites, and/or DAOGroup Services are accessible or appropriate in your State. Access to the Websites, and/or DAOGroup Services may not be legal by certain persons or in certain countries. If you access the Websites, and/or DAOGroup Services from outside the Republic of Seychelles, you do so on your own initiative and are responsible for compliance with local laws.

**Please, mind that access from the United States and its territories is strictly forbidden. Residents or citizens of the United States and its territories are banned from accessing or using the Websites, and/or DAOGroup Services.**

- 5.5. **Changes to the Websites, and DAOGroup Services.** We may update the Websites, and/or DAOGroup Services from time to time; however, the Websites, and/or DAOGroup Services' content might not necessarily be complete or up-to-date. Any of the content, features, downloadable resources, the functionality may be out of date at any given time, and DAOGroup is under no obligation to update such material.
- 5.6. **Availability.** DAOGroup reserves the right to withdraw or amend the Websites, and/or DAOGroup Services at the DAOGroup's sole discretion without notice. DAOGroup does not guarantee that any content, features, downloadable resources, functionality, and services will always be available or be interrupted. DAOGroup will not be liable if for any reason all or any part of the Websites, and/or DAOGroup Services is unavailable at any time or for any period. From time to time, DAOGroup may restrict access to some parts of the Websites, and/or DAOGroup Services, or the entire Websites, and/or DAOGroup Services, to You.

- 5.7. **Usage Policy.** You must not use the Websites, and/or DAOGroup Services provided by DAOGroup to:
- 5.7.1. Infringe upon DAOGroup's or any third party's copyright, patent, trademark, or intellectual property rights;
  - 5.7.2. Reverse engineer or disassemble any aspect of the Websites, and/or DAOGroup Services in an effort to access any source code, underlying ideas, and concepts, and algorithms;
  - 5.7.3. Attempt to perform any actions that do or could interfere with, disrupt, negatively affect or inhibit other users from using the Websites, and/or DAOGroup Services or links on the Websites or that could damage, disable, overburden or impair the functioning of the Websites or our servers or any networks connected to any of our servers in any manner;
  - 5.7.4. Transmit or upload any material to the Websites that contain viruses, trojan horses, worms, or any other harmful or deleterious programs;
  - 5.7.5. Attempt to gain unauthorized access to the Websites, accounts, computer systems, or networks connected to the Websites, through password mining or any other means;
  - 5.7.6. Access any content, area, or functionality of the Websites that You are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit Your access to any content, area, or functionality of the Websites;
  - 5.7.7. Access the Websites, and/or DAOGroup Services via Virtual Private Networks (VPNs) or use any other means aimed to hide Your real IP or location;
  - 5.7.8. Engage in any behavior which violates any applicable laws or regulations, violates these Terms of Use, or is otherwise deemed to be unacceptable as determined by DAOGroup in its sole discretion.
- 5.8. **Fees.** DAOGroup is not responsible for fees taken by any DLT Solution or DApp.
- 5.9. **Termination of Services.** DAOGroup reserves the right in its sole discretion with or without prior notification to cease or suspend providing all or any part of the Websites, and/or DAOGroup Services immediately to You if:
- 5.9.1. DAOGroup has reasons to believe that You breached or intend to breach the Terms of Use;
  - 5.9.2. DAOGroup has reasons to believe that You are not eligible according to Section 2 of the Terms of Use;
  - 5.9.3. DAOGroup has reasons to believe that continuing providing You with access to the Websites, and/or DAOGroup Services results in a risk of facilitating money-laundering and/or terrorism financing;
  - 5.9.4. Such cessation or suspension of the DAOGroup Services to You is required from DAOGroup under any applicable laws, rules, or regulations;
  - 5.9.5. Providing You with access to the Websites, and/or DAOGroup Services could create a substantial economic burden on the DAOGroup determined in its sole discretion;

- 5.9.6. DAOGroup has reasons to believe that providing You access to the Websites, and/or DAOGroup Services creates a security risk or material technical burden on the Websites, or any parts of them.

## 6. Reliance on the Information Posted

- 6.1. **Information Purposes.** All information provided in connection with your access and use of the Websites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or by anyone who may be informed of any of its contents.
- 6.2. **No Professional Advice.** All information provided in connection with your access and use of the Websites is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Websites or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Websites, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate
- 6.3. **Third-Party Content.** The Websites may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the DAOGroup, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the DAOGroup. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.
- 6.4. **Third-Party Links.** The pages of the Websites may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by DAOGroup. In addition, DAOGroup does not guarantee their safety and conformity with any of Your expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site and make no warranties for such resources or services in such a context. DAOGroup assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods, or services available on or through any such third-party websites and resources. You should review applicable terms and policies, including privacy and data protection policy, of any third-party property, and should make whatever investigation You feel necessary or appropriate before proceeding with any interaction with any third-party property.

## 7. Use of Personal Data

- 7.1. **Privacy Policy.** DAOGroup collects and uses certain personal data. DAOGroup's Privacy Policy explains in detail how DAOGroup processes and protects the personal data in our custody or control, and describes the technical and organizational measures implemented in order to maintain the security, confidentiality, and integrity of such data.

## 8. Intellectual Property Rights

- 8.1. **DAOGroup Intellectual Property.** All rights, titles, and interests in and to the Websites, and all intellectual property rights therein are and will remain with DAOGroup and its licensors. DAOGroup and all other trademarks, service marks, graphics, and logos used in connection with the Websites are trademarks of DAOGroup. DAOGroup does not grant You any right or license to use, copy or reproduce any DAOGroup's trademarks.
- 8.2. **Third Party's Intellectual Property.** All trademarks that do not belong to DAOGroup are used and placed on the Websites purely for informational purposes. DAOGroup does not use third-party trademarks for its own commercial purposes but provides visitors to the Websites with the convenience to search for information about trademark owners.

## 9. Disclaimer of Warranties

- 9.1. **No Guarantee.** DAOGroup provides no guarantee as to the performance or the uninterrupted availability of the Websites.
- 9.2. **"As is" Basis.** The Websites are provided on an "as is" "as available" basis without warranties of any kind, either express or implied.
- 9.3. **No Warranty.** DAOGroup disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement with respect to the Websites. DAOGroup does not represent or warrant that the Websites and the information contained on the Websites are accurate, complete, reliable, current, or error-free.
- 9.4. **DLT Solutions No Warranty.** As the Websites may contain links and information about different DLT solutions, DAOGroup underlines that interactions with various DLT Solutions are dependent upon many factors outside of our control, and DAOGroup makes no representations or warranties regarding the success of such interactions.

## 10. Limitation of Liability and Damages

- 10.1. You hereby expressly agree that, to the maximum extent permitted by the applicable law, DAOGroup does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Websites, and/or DAOGroup Services regardless of the basis, upon which the liability is claimed and even if DAOGroup has been advised of the possibility of such loss or damage.
- 10.2. In no event will DAOGroup, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit) arising out of or in connection with the Websites, any materials including any errors or mistakes in the balances, or links or other information regarding any DLT Assets, caused by the failures of DLT Solutions, explorers, relevant API keys or other third-party service misconduct or breakdowns, any performance or non-performance of the Websites, any of its content, features, downloadable resources, functionality and/or services or any other, provided by or on behalf of DAOGroup, whether under contract, statute, strict liability or other theory (including, for the avoidance of doubt, any negligence of DAOGroup), even if DAOGroup has been advised of the possibility of such damages.

- 10.3. In any case, the total amount of our aggregate liability hereunder may not exceed USD 100. If applicable law does not allow all or any part of the above limitation of liability to apply to You, the limitations will apply to You only to the extent permitted by applicable law.
- 10.4. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning the use of the Websites, and/or DAOGroup Services and that DAOGroup should not accept any liability for any illegal or unauthorized use of the Websites, and/or DAOGroup Services.

## 11. Indemnification

- 11.1. To the extent allowable pursuant to applicable law, You shall indemnify, defend, and hold DAOGroup and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against DAOGroup arising out of a breach of any warranty, representation, or obligation hereunder. The same shall also apply to Your violation of any applicable law, regulation, or rights of any third party during Your use of the Websites, and/or DAOGroup Services.

## 12. Force Majeure

- 12.1. In addition to applicable disclaimers stated above, DAOGroup performance under the Terms of Use shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third-party information provider(s), third-party software, or communication method interruptions.

## 13. Governing Law

- 13.1. **Governing Law.** The Terms of Use are constructed in accordance with and governed by the laws of the Republic of Seychelles.

## 14. Dispute Resolution & Waiver Of Class Action

- 14.1. **Negotiations.** You and DAOGroup shall attempt to resolve all disputes relating to these Terms of Use by negotiations.
- 14.2. **Binding Arbitration.** Any dispute arising out of or in connection with the Terms of Use, including any question regarding its existence, validity, or termination (hereinafter, the "**Dispute**"), shall be referred to and finally resolved by arbitration under the arbitration rules common in the Republic of Seychelles clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration, shall be the Republic of Seychelles. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of the Republic of Seychelles.
- 14.3. **Process.** You and the DAOGroup agree that each will notify the other, in writing, of any Dispute within 30 days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute via means of negotiations. Notice to the DAOGroup shall be provided by sending an

email info@dao.group. Your notice must include your name, postal address, and email address; a description of the nature or basis of the Dispute; and the specific action that you are seeking. If you and the DAOGroup cannot resolve the Dispute within 30 days since DAOGroup has received the notice, either you or DAOGroup may, as appropriate pursuant to this Section 14, commence an arbitration proceeding. You and the DAOGroup agree that any arbitration or claim must be commenced or filed within one year after the Dispute arose; otherwise, you and DAOGroup agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute).

- 14.4. **NO CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ACTIONS.** YOU AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR DAOGROUP'S BET'S WEBSITES IS PERSONAL TO YOU AND DAO GROUP AND THAT ANY DISPUTE WILL BE RESOLVED SOLELY THROUGH INDIVIDUAL ARBITRATION AND WILL NOT BE BROUGHT AS A CLASS ARBITRATION, CLASS ACTION OR ANY OTHER TYPE OF REPRESENTATIVE PROCEEDING. YOU CANNOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, PRESIDE OVER ANY TYPE OF CLASS OR REPRESENTATIVE PROCEEDING OR PRESIDE OVER ANY PROCEEDING INVOLVING MORE THAN ONE INDIVIDUAL.
- 14.5. **Arbitration Fee.** You agree that for any arbitration, the party filing the claim will pay the filing fee, and judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.
- 14.6. **Arbitration Agreement.** Section 14 is a separate, divisible agreement from the rest of the Terms of Use and shall not be or become void, voidable, or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of the agreement and not to this clause and shall remain in effect even if this agreement is canceled or terminated.

## 15. Miscellaneous

- 15.1. **Entire Agreement.** The Terms of Use, including the Privacy Policy and any other additional terms, agreements, policies, or other binding documents incorporated herein by reference, constitute the entire agreement with respect to the Websites and supersedes any prior agreements, oral or written.
- 15.2. **Assignment.** DAOGroup may, at its sole discretion and at any time, assign its rights and/or delegate its obligations, in whole or in part, under these Terms of Use. These Terms of Use shall be binding upon and inure to the You, DAOGroup's, and their respective successors and assigns. You may not assign the Terms of Use, in whole or in part, nor transfer or sublicense your rights and/or delegate Your obligations under the Terms of Use, to any third party.
- 15.3. **Effect of Termination.** In the event of termination concerning Your ability to use Websites Your obligations under the Terms of Use will still continue.
- 15.4. **Non-Waiver.** No waiver of any provision in these Terms of Use, however, will be deemed a waiver of any subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or failure to enforce any term or condition of the Terms of Use will not in any way affect, limit, or waive DAOGroup's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. DAOGroup shall not be bound by any undertakings, representations, or warranties not recorded in these Terms of Use.



- 15.5. **Severability.** If any term, provision, covenant, or restriction of the Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 15.6. **Electronic Communications.** Communications between You and DAOGroup are made via electronic means, whether made via the Websites or sent via email, or whether DAOGroup posts notices on the Websites. You consent to receive communications from DAOGroup in an electronic form and agree that all terms and conditions, agreements, notices, disclosures, and other communications that DAOGroup provides to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.
- 15.7. **Headings & Captions.** The captions and paragraph headings used in the Terms of Use are for convenience of reference only and shall not affect the construction or interpretation of the Terms of Use or any of the provisions hereof.

16. **Contact Us**

- 16.1. **Contact Information.** In case You have any questions regarding the Term of Use or the Websites, please contact us at [info@dao.group](mailto:info@dao.group).