

DCORP Proposals on VC Platform – Terms and Conditions
March 2018

DCORP and its team take your safety and security very seriously. Please be aware that with all blockchain activities come significant risks. These risks may, for instance, comprise of complete or partial loss of tokens, loss of value, technology flaws, insufficient or incorrect information and regulatory changes. You are explicitly warned to ensure that you fully understand these risks before engaging in blockchain activities, especially in using the Platform. Further elaboration on these risks may be found in the Risks section of this document. Should you have any questions regarding these risks, please let us know by contacting us via e-mail. If you do not fully understand these risks, you are kindly requested to seek advice on the matter and if that is not possible, you are kindly requested to **not use** the Services and/or the Platform.

All definitions and expressions used in these Terms and Conditions have the meaning ascribed to them as outlined in **Annex 1**.

This Agreement and related documents, such as the Whitepaper or the contents of the Website, do not constitute a prospectus of any sort, are not a solicitation or an advice for investment and do not pertain in any way to an initial public offering or a share/equity offering and do not pertain in any way to an offering of or advising on securities in any jurisdiction. It is a description of (the functionality of) the Proposal process.

Please be aware that there may be no regulatory oversight on this Agreement or the Services in your jurisdiction. Also, please be aware that the Platform and the Services currently are in BETA phase and under heavy development. DCORP does not guarantee any general or specific functionality, currently or in the future.

DCORP B.V., a Dutch limited liability company registered in the Trade Registers of the Dutch Chambers of Commerce under number 70533733, having its registered offices at (1069 CD) Amsterdam, The Netherlands at Keurenplein 51 (“**DCORP**”),

and

you or the entity which you represent (the “**User**” or “**Token Holder**” or “**you**” where applicable),

enter into this Agreement, which is governed by the terms and conditions outlined therein, as follows:

1. Agreement Applicability

- 1.1 This Agreement shall be binding in full from the moment you start using and/or accessing the Services, the Website and/or the Platform and it continues to be binding, even if you completely or partially stop using and/or accessing the Services, the Website and/or the Platform. You are allowed to terminate the Agreement by cancelling your account.
- 1.2 The contents of the latest version of the Whitepaper as published on the Website constitute an inseparable part of the Agreement and are incorporated in the legal relationship between DCORP and User. DCORP explicitly reserves the right to revise, change or update the Whitepaper, as the Services and the Platform are in continuous development. User acknowledges this fact and commits to regularly checking the Website and the Whitepaper. DCORP shall regularly inform User of revisions, changes, and updates by publishing on the Website.
- 1.3 DCORP reserves the right, at its sole discretion, to change, revise, modify, add, or remove portions of this Agreement at any time. Such changes shall be published on the Website. Continued use of the Services, the Website and/or the Platform, demonstrates your acceptance of such changes. The Agreement may not be otherwise amended except in a signed writing executed by both the User and DCORP. For purposes of this provision, "writing" does not include an e-mail message. If at any point the User does not agree to any part of the then-current version of the Agreement, the User is required to stop using the Services, the Website and the Platform.
- 1.4 In the legal relationship between the Parties, the administrative records of DCORP shall be leading in establishing that legal relationship, unless User proves otherwise.

2. Community Membership

- 2.1 DCORP only offers to provide the Services to you if you qualify as a Community Member. For the purpose of this Agreement, you represent and irrevocably warrant to DCORP and its Affiliates that you meet the requirements of a Community Member and take all reasonable efforts to continue to do so.
- 2.2 User agrees that if you no longer are a Community Member, or if you foresee or reasonably can foresee that you will cease to be a Community Member in the future, you shall immediately cease the use of the Services and inform DCORP in writing at [the](#) support e-mail address published on the Website (currently: support@dcorp.it) as soon as possible.
- 2.3 For the purpose of this Agreement, a Community Member is required to meet and continue meeting the following cumulative criteria:
 - 2.3.1 You hold a positive amount of Tokens in a Compatible Wallet;
 - 2.3.2 You do not have a habitual residence, location or seat of incorporation in a Restricted Jurisdiction. Currently, DCORP treats at least the Peoples Republic of China (including all its onshore and offshore territories) and the United States of America (including all its onshore and offshore territories) as Restricted Jurisdiction;
 - 2.3.3 You have read, understand and agree to this Agreement and the Whitepaper, specifically the sections which describe the Risks associated with Cryptocurrency;
 - 2.3.4 You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of the Tokens, other cryptographic tokens such as Cryptocurrency, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand this Agreement and to appreciate the risks and implications of holding and using the Tokens, especially the Risks mentioned in Article 4 of this Agreement;
 - 2.3.5 You have obtained sufficient information about the Tokens to make an informed decision to hold and use the Tokens;
 - 2.3.6 You understand that the value of the Tokens may become zero and partially or completely lose any value the Tokens may hold as a result;
 - 2.3.7 You have all requisite power and authority to execute and deliver this Agreement and to carry out and perform the obligations under this Agreement;
 - 2.3.8 If you are a natural person, you are at least 18 years old and of sufficient legal age and capacity to use the Services;
 - 2.3.9 If you represent a legal entity, User is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business. The person Participating on behalf of the legal entity is duly

- authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for any and all breaches of this Agreement;
- 2.3.10 By entering into this Agreement and use of the Services, you do not violate or breach any laws, regulations or rules applicable to you, especially where anti-money laundering and/or regulatory restrictions are concerned;
- 2.3.11 You shall comply with any applicable tax obligations in your jurisdiction arising from your entering in to this Agreement and/or using of the Services;
- 2.3.12 You shall have and maintain a Compatible Wallet, which you shall treat securely and prudently, including writing down and/or performing back-ups of passwords, private keys and recovery files;
- 2.3.13 You shall follow any (additional) guidelines published on the Website regarding your Compatible Wallet, for instance in order to keeping it safe and secure;
- 2.3.14 All information provided by you to DCORP and its Affiliates is true, accurate, sufficient and not misleading;
- 2.3.15 All funds, including Tokens, Cryptocurrency and Fiat Currency, held and/or used by you to use the Services, are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.
- 2.4 User agrees that DCORP or its Affiliates may, at its sole discretion, refuse, suspend or revoke the qualification of User as a Community Member, for instance, when:
- 2.4.1 DCORP concludes that User does not or does no longer meet the criteria for a Community Member;
- 2.4.2 User does not pass structural or ad-hoc KYC (Know Your Customer) and/or AML (Anti-Money Laundering) checks performed by DCORP or its Affiliates. Such checks may be performed prior to or after making and/or completing (execution of) the Proposal.
- 2.5 In case of a refusal, suspending or revoking of Community Membership as specified in Article 2.4, User will be notified by DCORP on the e-mail address submitted by User in his Platform account. User may state his objections to such a refusal, suspending or revoking by sending a written notification to the support e-mail address as published on the Website (currently: support@dcorp.it). DCORP reserves the right to maintain the refusal, suspending or revoking of Community Membership nonetheless.
- 2.6 You agree that should you not or no longer qualify as a Community Member, or if such qualification is refused or revoked by DCORP or its Affiliates, you are not entitled to any

refunds or compensation, for Tokens or otherwise, as well as to damages or claims on any grounds, unless in case of willful intent on the part of DCORP or its Affiliates.

- 2.7 You acknowledge and agree that if DCORP or its Affiliates are or come to be required by applicable law, in any jurisdiction and/or by any authority, to partially or completely suspend, revoke or refuse your Community Membership and/or take other measures that may affect you, such as disclosing information about you, or assets that you hold (including Tokens), DCORP and its Affiliates may comply and that you cannot and shall not hold DCORP or its Affiliates responsible for damages or injury as a result.
- 2.8 You agree and understand that by creating a DCORP account and being a Community Member, you may be exposing your personal information to others through the Platform or otherwise. Under no circumstances will DCORP or its Affiliates be liable for any consequences resulting from you sharing your information with other people, including, but not limited to, for any errors or omissions, or for any loss, injury or damage of any kind incurred as a result of such actions. You release DCORP and its Affiliates from any claims related to the sharing of your information through the Platform, including personally identifiable information. You acknowledge that DCORP has no control over, and no duty to take any action regarding which persons gain or have access to your information; how they use such information and what effects this may have on you.
- 2.9 You agree to defend, indemnify and hold harmless DCORP and its Affiliates from and against any and all claims, causes of actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) and all amounts paid in settlement arising out of, connected with, or accruing from (a) your access to or/and use of the Platform and the Services; (b) your violation of this Agreement, (c) your violation of any applicable law; (d) the content you share on the Platform, including Proposals, and/or (e) your interaction with other Community Members. DCORP may assume the exclusive defense and control of any matter for which you have agreed to indemnify DCORP and you agree to assist and cooperate with DCORP in the defense or settlement of any such matters.
- 2.10 We do not represent or warrant that the Website, the Platform, and/or any part thereof, is appropriate or available for use in any particular jurisdiction. Upon accessing or using the Website and/or the Platform, you do so on your own initiative and at your own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the availability of the Website and/or the Platform, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. Accessing the Website and the Platform is prohibited from territories where the content of the Website and/or the Platform is deemed illegal.

3. Submitting a Proposal

- 3.1 Only Community Members are allowed to submit a Proposal on the Platform as being part of the Services provided. DCORP and its Affiliates are also allowed to submit Proposals.
- 3.2 The Platform related provisions of this Agreement (Article 5) are mutatis mutandis applicable on the submitting of Proposals.
- 3.3 For the purpose of this Agreement, all your proposed or desired changes to and revoking of a Proposal qualify as submitting.
- 3.4 The submitter of the Proposal is fully responsible for its content, proposition, information, quality, characteristics, feasibility, compliance with local and international laws, procedures and processes (including voting). If you submit a Proposal, you agree to irrevocably waive, hold harmless and indemnify DCORP and its Affiliates for any and all claims you, DCORP and its Affiliates and/or third parties have or may have in relation to the Proposal. This also pertains to possible third party content being part of or quoted by the Proposal.
- 3.5 All Proposals are required to meet the most recent version of the minimum Proposal publishing guidelines, as published on the Website. As the submitter of a Proposal, you irrevocably warrant to DCORP and its Affiliates that the Proposal meets these guidelines, as well as all terms and conditions in this Agreement.
- 3.6 After submitting of a Proposal, it is reviewed by DCORP representatives within a reasonable timeframe. If a Proposal is subsequently published on the Platform, this does not constitute any agreeing, backing or condoning of (the contents or submitter of) such a Proposal by DCORP and its Affiliates.
- 3.7 DCORP reserves the right, at her sole discretion, to, after a Proposal is submitted, publish a Proposal, conditionally publish a Proposal, (as well as after such publishing), suspend publishing a Proposal or refuse publishing of a Proposal, without this leading to any right of claim or damages on behalf of the submitter. DCORP may, for instance, use this right in case of actual or potential conflict with this Agreement, applicable laws and regulations and the interests of DCORP and its Affiliates.
- 3.8 After submitting a Proposal, it is possible to withdraw the Proposal, unless it is published. If it is published, it may be that a Proposal cannot be withdrawn or cancelled due to technical, policy or other reasons.
- 3.9 DCORP may impose a fee on the submitter of a Proposal. These fees may vary from time to time as published on the Website. In any case, any such fees are under no circumstances completely or partially refundable.
- 3.10 By submitting the Proposal, the submitters grants DCORP a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licenseable and transferable license to (and to allow others acting on behalf of DCORP to) access, view, use, reproduce, adapt, modify,

distribute, sell, stream, broadcast, prepare derivative works of, publicly display, publicly perform and otherwise exploit (the contents of) the Proposal in connection with the Services, including without limitation for promoting and redistributing part or all of the Platform and/or the Services (and derivative works thereof) in any and all media formats and through any and all media channels.

- 3.11 Also, by submitting the Proposal, you agree that DCORP does not guarantee any confidentiality regarding the Proposal and/or its contents, as well as regarding written and/or verbal information connected to the Proposal, such as comments, reviews, opinions and/or videos, published by DCORP, you or other Community Members or third parties.
- 3.12 DCORP neither endorses the content of the Proposal, your communications, postings or data, nor assumes any responsibility for any threatening, libelous, obscene, harassing or offensive material contained in such materials or any crime facilitated by use of the Platform. You agree to hold DCORP and its Affiliates free of responsibility for any potentially damaging contents of the Proposal.

4. Voting on a Proposal

- 4.1 Only Community Members are allowed to vote on a Proposal on the Platform as being part of the Services provided.
- 4.2 The Platform related provisions of this Agreement (Article 5) are applicable on the voting on Proposals.
- 4.3 All voting on Proposals is subject to the latest version of the Proposal voting rules, as published on the Website.
- 4.4 User acknowledges and agrees that a Proposal is in no way intended as a promise of or advice on value respective of the Tokens, being an increase, decrease or consistency of such value. User agrees that no claim can be made towards DCORP and its Affiliates for losses or damages incurred and/or perceived, respective of Token value or otherwise, as a result of voting or other use of the Services.
- 4.5 [Additional wording might have to be put in if voting could implicate interacting with the blockchain.]
- 4.6 [Other suggested relevant provisions for the voting part?]

5. Token Properties, Token Use, Platform and Services relevant to Proposals

- 5.1 User hereby acknowledges and agrees that usage of and relying on Tokens in Proposals is executed on an "as is", "as available" and "with all faults" basis, exclusively at his own risk.
- 5.2 DCORP and its Affiliates expressly disclaim all express and implied warranties and representations pertaining to the Tokens, including those pertaining to title, merchantability, fitness for a particular purpose with respect to the Platform, the Tokens and their utility or the ability of anyone to purchase, use or holding of Tokens, availability and accuracy of the Platform and/or the Website.
- 5.3 Without limiting the previous provisions, DCORP does not represent or warrant to you that the Services and usage of the Platform shall be uninterrupted, error-free, free or shall remain free of viruses or other harmful components, or that the Tokens are reliable and error-free.
- 5.4 You acknowledge and agree that the Tokens are intended to be used only:
 - 5.4.1 to enable usage of and interaction with the Platform and to support its development, testing, deployment, and operation as it is described in the Whitepaper; and/or
 - 5.4.2 as a means to obtain the Services as it is described on the Website.
- 5.5 You acknowledge that owning a DCORP token does not in any way grant you any ownership rights to DCORP, its Affiliates, the Platform and/or the Website.
- 5.6 You acknowledge and agree that it is your sole responsibility to determine if you can legally acquire and hold the Tokens as well as using the Services in your jurisdiction and whether you can then resell the Tokens to another party in any given jurisdiction, as well as that you are not holding the Tokens for any other uses or purposes, except for as specified in Article 5.4.
- 5.7 You acknowledge and agree that although the Tokens may be tradable, they are not an investment, currency, security, commodity, or any other kind of financial instrument. The Tokens are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.
- 5.8 This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of the Tokens and the Proposal process.
- 5.9 You acknowledge and agree that there is or may be no regulatory oversight on the Token and the Proposal process, for instance of the Dutch Financial Authority, the European Securities and Markets Authority and the U.S. Securities and Exchange Commission, as well as gaming authorities.

5.10 You acknowledge and agree that there are heavy risks associated with Cryptocurrency in general and the Tokens, the Services and the Proposal especially. These Risks may comprise of, but are not limited to:

5.10.1 Because there has been no prior public trading market for the Tokens, there may not be an active or liquid market for the Tokens, and their price may be highly volatile. An active public market may not develop or be sustained, even if the Proposal is successful. If a liquid trading market for the Tokens does not develop, the price of the Tokens may become more volatile and the Token Holder may be unable to sell or otherwise transact with the Tokens at any time. DCORP does not in any way give any warranties or representations that the Tokens will be exchangeable on any cryptographic exchanges or secondary market, being a result of the Proposal or otherwise;

5.10.2 The valuation of digital tokens in a secondary market is usually not transparent, and highly speculative. The Tokens do not hold any ownership rights to DCORPs assets and, therefore, are not backed by any tangible asset. Traded price of the Tokens can fluctuate greatly within a short period of time. There is a high risk that a Token Holder could lose his/her entire value associated with the Tokens, possibly even because of (the results of) the Proposal. In the worst case scenario, the Tokens could be rendered worthless. DCORP does not in any way give any warranties or representations that the Tokens will obtain or hold any value;

5.10.3 DCORP is not obliged to provide the Token Holders with a refund or compensation related to the Tokens for any reason, being related to the Proposal or otherwise, and the Token Holders will not receive money or other compensation in lieu of the refund. No promises of future performance or price are or will be made in respect to the Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Tokens will hold any particular value. Therefore, the recovery of spent resources on behalf of the User, being because of the Proposal or otherwise, may be impossible or may be subject to foreign laws or regulations, which may not be the same as the laws applicable to User;

5.10.4 The Tokens may be held by User in his Compatible Wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private keys associated with such wallet or vault storing the Tokens will result in loss of such Tokens, access to User's Token balance and/or any initial balances in blockchains created by third parties, which may be the case in a Proposal. Moreover, any third party that gains access to such private keys, including

by gaining access to login credentials of a hosted wallet or vault service the token holder uses, may be able to misappropriate the Tokens;

- 5.10.5 Although DCORP and its Affiliates take your security very seriously and take all reasonable precautions, the Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organisations may attempt to interfere with the Proposal and/or Token smart contract which interacts with Tokens or other assets belonging to User in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks and spoofing. Furthermore, because the Tokens are based on the ERC20 Ethereum platform and it rests on third party open source software, there is the risk that Ethereum smart contracts – including the Services and possibly the Proposal – may contain intentional or unintentional bugs or weaknesses which may negatively affect the Tokens or result in the loss of Tokens, the loss of ability to access or control the Tokens. In the event of such a software bug or weakness, there may be no remedy and User shall be not guaranteed any remedy, refund or compensation by or on behalf of DCORP and its Affiliates;
- 5.10.6 The blockchain used for the Services is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Token smart contracts, as well as possibly the Proposal, expected proper execution and sequencing of the Token transactions, and expected proper execution and sequencing of contract computations;
- 5.10.7 The Compatible Wallet used for the acquisition and storage of the Tokens is required to be technically compatible with the Tokens. The failure to assure this may have the result that User will not gain or may lose access to his Tokens;
- 5.10.8 Even if completed, the Platform and the Proposal will rely, in whole or in part, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support its success. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of might have a material adverse effect on the Platform, the intended success of the Proposal as well as the Token value;
- 5.10.9 The development of the Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel;
- 5.10.10 Even if the Platform and/or the Proposal is finished (i.e., exiting BETA stage) and adopted and launched, the ongoing success of the Platform relies on the interest and participation of third parties like developers. There can be no assurance or

guarantee that there will be sufficient interest or participation in the Platform or the Proposal execution;

- 5.10.11 The Platform is still under development and may undergo significant changes over time. Although DCORP intends for the Platform to have the features and specifications set forth in the Whitepaper and the Website, changes to such features and specifications can be made for any number of reasons, any of which may mean that the Platform does not meet expectations of User;
- 5.10.12 The proceeds of the Proposal execution may be denominated in Cryptocurrency, and may be converted into other cryptographic and Fiat Currencies. If the value of cryptocurrencies fluctuates unfavorably, DCORP may not be able to fund or continue funding development, or may not be able to develop or maintain the Platform in the manner intended;
- 5.10.13 The regulatory status of cryptographic tokens, digital assets and blockchain technology, therefore also the status of the Tokens, the Platform and the Services (including Proposal execution), is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the tokens in various ways, including, for example, through a determination that the tokens are regulated financial instruments that require registration. DCORP may cease the distribution of the Tokens, the development of the Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so;
- 5.10.14 Although as of the date of starting of the there are no statutory requirements obliging DCORP to receive any licenses and permits necessary for carrying out the Services, there is the risk that such statutory requirements may be adopted in the future and may relate to any of her Affiliates. In this case, DCORP business will depend on the continuing validity of such licenses and permits and its compliance with their terms. Regulatory authorities will exercise considerable discretion in the timing of license issuance and renewal and the monitoring of licensees' compliance with license terms. Requirements which may be imposed by these authorities and which may require DCORP to comply with numerous standards, recruit qualified personnel, maintain necessary technical equipment and quality control systems, monitor our operations, maintain appropriate filings and, upon request, submit appropriate information to the licensing authorities, may be costly and time-

consuming and may result in delays in the commencement or continuation of operation of the Platform. Further, private individuals and the public at large possess rights to comment on and otherwise engage in the licensing process and intervening on (execution of) Proposals, including through intervention in courts and political pressure. Accordingly, the licenses DCORP may need may not be issued or renewed, or if issued or renewed, may not be issued or renewed in a timely fashion, or may involve requirements which restrict DCORP's ability to conduct its operations and providing the Services to you, including the ability to sustain operations on Proposals;

5.10.15 The industry in which DCORP operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of DCORP and/or pursue enforcement actions against DCORP or its Affiliates. All of this may subject DCORP to judgments, settlements, fines or penalties, or cause DCORP and/or its Affiliates to restructure their operations and activities or to cease offering certain products or the Services, all of which could harm DCORP's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens and/or the development of the Platform;

5.10.16 Failure to comply with existing laws and regulations or the findings of government inspections, or increased governmental regulation of DCORP operations, failure to comply with existing laws and regulations or the findings of government inspections, or increased governmental regulation of DCORP operations, could result in substantial additional compliance costs or various sanctions, which could materially adversely affect DCORP business and the Platform. DCORP operations and properties are subject to regulation by various government entities and agencies, in connection with ongoing compliance with existing laws, regulations and standards. Regulatory authorities exercise considerable discretion in matters of enforcement and interpretation of applicable laws, regulations and standards. Respective authorities have the right to, and frequently do, conduct periodic inspections of DCORP operations and properties throughout the year. Any such future inspections may conclude that DCORP has violated laws, decrees or regulations, and it may be unable to refute such conclusions or remedy the violations. DCORP's failure to comply with existing laws and regulations or the findings of government inspections may result in the imposition of fines or penalties or more severe sanctions or in requirements that DCORP cease certain of its business activities, or in criminal and administrative

penalties applicable to respective officers. Any such decisions, requirements or sanctions, or any increase in governmental regulation of respective operations, could increase DCORP's costs and materially adversely affect DCORP business and the Platform, Token value and Proposal execution;

5.10.17 Governmental authorities may have a high degree of discretion and, at times, act selectively or arbitrarily, without hearing or prior notice, and sometimes in a manner that is contrary a law or influenced by political or commercial considerations. Moreover, the government also has the power in certain circumstances, by regulation or government act, to interfere with the performance of, nullify or terminate contracts. Unlawful, selective or arbitrary governmental actions have reportedly included the denial or withdrawal of licenses, sudden and unexpected tax audits, criminal prosecutions and civil actions. Government entities have also used common defects in matters surrounding tokens in general as pretexts for court claims and other demands to invalidate or to void any related transaction, often for political purposes. In this environment, DCORP's competitors may receive preferential treatment from the government, potentially giving them a competitive advantage over DCORP.

6. Miscellaneous

- 6.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of The Netherlands.
- 6.2 Any disputes that may arise between Parties which cannot be settled amicably, can only be brought before the competent court in Amsterdam, The Netherlands.
- 6.3 This Agreement, including all its Annexes, the Whitepaper and references made to documents in this Agreement (published on the Website), constitutes the entire agreement between User and DCORP relating to purchase of the Tokens. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between User and DCORP or any of its Affiliates, whether written or verbal, regarding the subject matter of this Agreement.
- 6.4 Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement shall not be affected, while such a provision shall be interpreted as closely as possible like it should be legal, valid or enforceable.

- 6.5 DCORP reserves the right to change, modify, add, or remove portions of this Agreement for any reason at any time in the future by posting the amended Agreement on the Website. The revised version will be effective at the time DCORP posts it unless indicated otherwise. If you do not agree to be bound by the amended or modified Agreement, you must cease accessing or using the Platform.
- 6.6 DCORP may assign its rights and obligations under this Agreement to an Affiliate or any other third party.
- 6.7 Except as otherwise provided herein, this Agreement is intended solely for the benefit of User and DCORP and is not intended to confer third-party beneficiary rights upon any other person or entity.

ANNEX 1 – DEFINITIONS AND EXPRESSIONS

Additionally, to the defined expressions used elsewhere in the Agreement, the following terms and expressions shall have the meaning ascribed as follows, where any verb also encompasses past and current tense:

Affiliates	DCORP and its respective past, present and future employees, officers, directors, advisors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, and successors;
Agreement	this agreement, and/or a later version of this agreement;
Community Member	a registered user of the Platform who cumulatively meets the following criteria: (1) having a valid and active account for the Platform, and (2) meeting the Community Member Criteria as specified in Article 2 of this Agreement;
Compatible Wallet	an Ethereum wallet which supports the ERC20 token standard in order to hold and use the Tokens;
Cryptocurrency	all types of cryptocurrency, such as Ethereum or Bitcoin;
Fiat Currency	all types of fiat currency, such as EURO or US DOLLAR;
Parties	DCORP, the Affiliates, and you;
Platform	the system developed by DCORP, which is hosted on the Website and enables you to access and use the Services;
Proposal	an idea or proposal submitted on the Platform;
Restricted Jurisdiction	a country or territory where the offering or acquiring of, holding of and/or transactions with Cryptocurrency, the Tokens or digital tokens are prohibited or restricted in any manner by applicable laws or regulations, or will become so after this Agreement becomes effective, and/or are currently or later published on the Website as a Restricted Jurisdiction;
Risks	the risks as described in the Whitepaper and in this Agreement, especially the risks outlined in Article 4 ;
Services	all services related to Proposals, such as (enabling) reading, submitting/retracting of and voting on Proposals, which services DCORP and the Affiliates provide to you and others via the Platform;

Token	the DCORP tokens, currently DRP, DRPU and/or DRPS and which may change from time to time as published on the Website, conforming to the ERC20 token standard, which can be held, traded, transferred and used for, for instance, voting on Proposals and makes the holder under certain applicable terms and conditions eligible for using the Services;
Token Holder	any holder of partial or complete Tokens;
Website	the website hosted on https://dcorp.vc , as well as all its subdomains, its respective pages, specifically including its pages on which DCORP publishes relevant information, where the Platform is offered and the Whitepaper is published;
Whitepaper	the latest version of the Whitepaper describing the proposition of the Platform and/or the Services;