

DIGITAL ASSETS POWER PLAY LIMITED

BINDING TERMS AND CONDITIONS

for those acquiring Digital Asset Power Play Tokens (DPP tokens)

September 2017

By agreeing to acquire DPP Tokens you hereby covenant and agree with Digital Asset Power Play (hereafter: DA Power Play) to be bound by all of the terms set forth in these Terms and Conditions:

READ THESE TERMS AND CONDITIONS («Terms» or «Document») CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT <https://www.cofound.it/> («Website») AND <https://www.dapowerplay.com/> AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS. IN THESE TERMS, «YOU» REFERS TO BOTH THE INDIVIDUAL OR ENTITY ACQUIRING THE DPP TOKENS DIRECTLY AS WELL AS INDIVIDUAL SIGNING ON BEHALF OF SUCH ENTITY.

DA Power Play RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON AFTER YOU AGREE TO THESE TERMS. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, IT SHALL BE CONSIDERED THAT YOU WERE ACQUAINTED WITH AND YOU AGREE WITH THE MODIFIED TERMS. IN PARTICULAR, DA Power Play IS LIKELY TO CHANGE THESE TERMS AFTER THE DEVELOPMENT OF THE PRODUCTS (PLATFORM) AND THEIR PUBLIC RELEASE. THESE TERMS ARE MOSTLY FOCUSED ON THE DISTRIBUTION OF DA Power Play CRYPTOGRAPHIC TOKENS (DPP TOKENS).

THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY DA Power Play DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES OR OTHER INVESTMENTS IN DA Power Play OR THE WEBSITE OR THE PRODUCTS OFFERED THEREBY. NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND DA Power Play SERVICES AND THE WEBSITE ARE NOT, DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, BUT AS SOFTWARE. ACCORDINGLY, THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY OR OTHER INVESTMENT INSTRUMENT AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES OR OTHER INVESTMENT.

ACQUISITION OF DPP TOKENS FROM DA Power Play DOES NOT PRESENT AN EXCHANGE OF CRYPTOCURRENCIES FOR ANY FORM OF ORDINARY SHARES OR OTHER INVESTMENT IN DA Power Play ITS AFFILIATES OR THE WEBSITE, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, ISSUED BY DA Power Play IS NOT ENTITLED TO ANY FORM OF DIVIDEND, DISTRIBUTION OR RIGHT TO ASSETS OR PROFITS OF ANY KIND. HOLDERS OF DPP TOKENS ARE ONLY ENTITLED TO THE USE OF THE PLATFORM AND SOFTWARE AND CERTAIN OTHER RIGHTS WITHIN THE PLATFORM IN ACCORDANCE WITH THE TERMS SET OUT HEREIN.

DPP TOKENS ARE AVAILABLE TO USERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS AND DA Power Play DOES IN NO WAY PROVIDE EXCHANGE OF DPP TOKENS FOR FIAT CURRENCY. DA Power Play ALSO DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE TOKENS.

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE BRITISH VIRGIN ISLANDS OR PEOPLE'S REPUBLIC OF CHINA, SHALL NOT USE THE WEBSITE OR DPP TOKENS AND SHALL LEAVE THIS WEBSITE IMMEDIATELY, OTHERWISE THIS PERSON ASSUMES ALL THE RESPONSIBILITY ARISING FROM THE CONTINUED USE OF THIS WEBSITE AND/OR DPP TOKENS.

DA Power Play EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

1. TERMS

- 1.1 The following terms shall have for the purposes of these General terms and conditions the following meanings.
- (a) **“Digital Asset”** are tokens, available in particular public blockchain network, in this case Ether.
 - (b) **“DPP tokens”** means DA Power Play Token as set out in paragraph 2.7.
 - (c) **“ETH”** or **“Ether”** shall mean value token of the Ethereum blockchain called “ether”.
 - (d) **“Ethereum”** shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
 - (e) **“European Economic Area”** or **“EEA”** shall mean all EU countries and in addition the United Kingdom, Iceland, Liechtenstein and Norway.

- (f) **“Founders”** shall have the meaning, set out in paragraph 4.3(c).
- (g) **“Maximum Threshold”** has the meaning, set out in paragraph 4.10.
- (h) **“Minimum Threshold”** has the meaning, set out in paragraph 4.9.
- (i) **“DA Power Play IP”** has the meaning, set out in paragraph 12.1.
- (j) **“Platform”** shall have the meaning, set out in paragraph 2.1.
- (k) **“Project”** shall have the meaning, set out in section 2.
- (l) **“Restricted Areas”** shall have the meaning, set out in paragraph 6.1.
- (m) **“Terms”** means these General Terms and Conditions.
- (n) **“Third-party Wallet”** is a solution, enabling users to store their Digital Assets and DPP tokens.
- (o) **“Total DPP token Number”** shall have the meaning, set out in paragraph 4.2.
- (p) **“VAT”** means value added tax of relevant jurisdiction, if applicable.
- (q) **“Website”** shall mean <https://www.cofound.it/>.

2. THE PROJECT

- 2.1 The aim of DA Power Play is to develop and deploy a technology building blocks for digital assets trading automation (algorithmic) and digital investment product creation in a form of a platform solution (**“Platform”**). Based on this Platform DA Power Play will offer services that will enable users to build and develop trading strategies (technical, news, market making, statistical arbitrage etc.) or create new digital investment products.
- 2.2 DA Power Play vision is to empower user’s digital assets investments by automated managing of user’s assets which will enable assets to be quickly realigned and readjusted to each of users individual circumstances.
- 2.3 DA Power Play will seek to develop and deploy a Platform on which everyone will be able to deploy their own algorithmic trading strategies and digital investment products and by this DA Power Play will seek to enable anyone to became involved in trading industry and participate in this new decentralized world of blockchain technology.
- 2.4 The Platform will comprise two environments whereby first environment will offer two version of automated trading strategy - “basic” automated trading strategy development with no need for programming skills and advanced programming language automated strategy, and the second environment will offer products and services development. By offering two versions of automated trading strategy DA Power Play will bring trading closer to the users with either average or advanced trading knowledge as they will have an option to use a simple (drag and drop) automated trading strategy development or will be able

to develop their own digital investment products within advanced programming language automated environment.

- 2.5 Platform will offer users to be able to earn fees by offering their (users) automated trading strategies and products to other potential investors or by programming automated trading strategies, new products or smart contracts for third parties. Or said otherwise - users will also use the Platform as a tool for developing and/or building automated trading strategies and products that users will be offering (selling) to third parties or as a mean for offering user's knowledge and services for developing smart contract and other products.
- 2.6 The Platform will serve as a backbone for strategies and new digital assets products creation, liquidity provision trade execution and the market itself that will connect different types of participants in the digital asset economy.
- 2.7 DA Power Play Platform (the Platform) will operate with DA Power Play Token ("**DPP tokens**") and their purpose and/or the purpose of Platform is:
- (a) distribution of DPP tokens in accordance with the terms set out herein will enable DA Power Play to secure sufficient resources for the development and deployment of the Platform.
 - (b) DPP tokens will represent both the underlying value of the platform as well as be a means of value transfer and payment on the platform, making the platform fully self-sustaining.
 - (c) DPP platform architecture will be distributed, guaranteeing uptime and platform services availability and will be self-sustaining allowing future scaling, service development and R&D based on community feedback.
 - (d) To provide an API for trade executions on all available digital assets exchanges, to be available for traders and fintech companies, enabling a simple one-stop shop, whilst reducing the cost of transactions.
- 2.8 DA Power Play is entitled to charge fees for using the Platform and decision on the fees is in DA Power Play's discretion. DPP tokens are utility tokens that will enable token holders to perform different platform functionalities; the tokens might be used for, but not limited to, the following Platform functionalities (features) and/or services:
- (a) Automated trading strategy creation and development – technology blocks will provide automated strategy development in two forms: drag and drop strategy development and programming language development.
 - (i) Drag and drop strategy development – automation of strategies based on both technical and custom made parameters that will be utilized by users with a simple drag and drop interface.
 - (ii) Coding strategy and investment products development – a programming language environment that will allow easy development

of advanced trading strategies and investable products (ETFs, CFDs, derivative, OTCs).

- (b) Coding strategy and investment products development – a programming language environment that will allow easy development of advanced trading strategies and investable products (ETFs, CFDs, derivative, OTCs).
 - (c) Development of Backtesting strategies and digital investment products (test and automation) on historical data made available by the Platform, enabling fine tuning and optimization of strategies and products, achieving maximum performance as users will be able to test developed strategies and new products against several parameters (riskiness, profitability backtesting, out-of-date stability).
 - (d) Live trading algorithms – all strategies and products will be able to be run through live trading algorithms, allowing one-stop access to all major digital assets exchanges, resulting in better execution and reduced risk of trades which may not be executed due to certain exchange downtime, or with the use of APIs.
 - (i) Live deployment from the DPP Platform – users will enjoy in full automation and control over deployed strategy;
 - (ii) Trading through APIs – this solution will be used by fintech companies and strategy owners that have their own trading systems and will use the DPP Platform for optimal trade routing, faster execution, access to a greater number of ordered books, and enable access to the Platform's own order book.
 - (e) Job Listing Marketplace – the DPP Platform will provide a marketplace for job listings and third party platform building blocks (services) and matching strategy developers and coding developers.
 - (f) Creation of markets and digital assets Investing – each strategy owner and investment product creator will be able to list developed and tested strategies seeing a co-investment by either the DPP Platform or from other Investors- The strategy list will present its strategy overview, historical back-tested data, any live trading data, risk controls, fees and caps (if any).
 - (g) Liquidity provision – clearing & settlement of different digital assets between exchanges, the DPP Platform and private wallets. Provision of atomic execution.
 - (h) Fiat Liquidity – the DPP Platform will enable virtual prepaid Mastercards to access fiat liquidity.
- 2.9 The Platform is developed and runs on public Ethereum network and other underlying technologies.
- 2.10 The Project does not encompass and DA Power Play is not provider of:
- (a) exchange services between virtual currencies and fiat currencies,

- (b) wallet or custodial services of credentials necessary to access virtual currencies,
 - (c) underwriter, broker, dealer, investment advisor or promoter of regulated investment or securities.
- 2.11 Users understand and accept that the Project is currently in alpha development phase and that still requires substantial development works. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Platform, user understands and accepts that an upgrade of Platform and/or DPP tokens may be required (hard-fork of DPP tokens) and that, if users decide not to participate in such upgrade, they may no longer use their DPP tokens in the Platform and that non-upgraded DPP tokens may lose their functionality in full.

3. DPP TOKENS STRUCTURE AND PERTAINING HOLDERS' RIGHTS

- 3.1 DPP tokens will be an ERC-20 standard Ethereum token.
- 3.2 DPP token smart contract address will be published in due time prior to DPP token distribution.
- 3.3 DPP token carries no rights, express or implied, other than those, set out in its Ethereum token code and as provided herein, and only if DA Power Play successfully completes and deploys the Project. In particular, DPP token holders shall not have any influence in the development or governance of DA Power Play, and DPP tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to DA Power Play.
- 3.4 DPP tokens are designed to be exchangeable on cryptographic token exchanges. DA Power Play gives no representations or warranties that DPP tokens will be exchangeable on any token or other exchanges, but intends to use reasonable efforts to facilitate the trading of DPP tokens on as many legitimate token exchanges as possible.

4. DA POWER PLAY TOKEN (DPP TOKEN) DISTRIBUTION

- 4.1 Contributions, given to DA Power Play in exchange for DPP tokens shall be considered as financial contributions to the DA Power Play Project. Contribution can be done in Digital Assets only. Failure to follow the instructions on the Website may limit, delay, or prevent a user from donating and receiving DPP tokens. Users understand and accept that they are only making a contribution to the DA Power Play platform through a smart contract system on Ethereum and will receive DPP tokens in exchange.

- 4.2 There will be in total 100,000,000 (one hundred million) DPP tokens available (“**Total DPP tokens Number**”). DA Power Play shall not create additional DPP tokens at any time after the initial token release.
- 4.3 DPP tokens shall be distributed in the following manner:
- (a) 25 % of the Total DPP token Number shall be distributed in accordance with paragraph 4.7,
 - (b) 18 % of the Total DPP token Number shall be allocated to Founders – Krypto Investment Partners
 - (c) 8 % of the Total DPP token Number shall be allocated to company Cofound.it,
 - (d) 4 % of the Total DPP token Number shall be allocated to Advisors,
 - (e) 8 % of the Total DPP token Number shall be allocated to DA Power Play Employees,
 - (f) 2 % of the Total DPP token number shall be reserved for Bounty purposes,
 - (g) 35 % of the Total DPP token number shall be reserved for Public Wallet and Liquidity reserve.
- 4.4 DA Power Play reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of DA Power Play and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the DPP tokens, the Platform, Website or Ethereum network.
- 4.5 Users, wishing to participate in the token distribution, will be obliged to send their Digital Assets for acquisition of DPP tokens from an Ethereum address wallet, for which they control the private key, whereas such address shall not belong to a Digital Assets exchange. Users will receive their DPP tokens to the same address, from where they sent the Digital Assets.
- 4.6 The funds raised from the DPP token distribution will belong to DA Power Play and will be used exclusively for the development and running of the Project, as defined above.
- 4.7 For the purpose of covering early costs of the Project, such as, but not limited to costs of establishment of DA Power Play entities and basic infrastructure, public relations, marketing and legal advisory, DA Power Play will be offering a limited number (25 % of Total DPP token Number – “Available Number of DPP tokens”) of DPP tokens to CFI Cofound.it Priority Pass users and DA Power Play community. Distribution of Available Number of DPP tokens shall be conducted in three phases:
- (a) **Phase 1 - Presale**

During Phase 1, 60 % of Available Number of the DPP tokens (15 million tokens) will be available to Priority Pass members (limitation per CFI tokens held by user; detailed limitation is defined in smart contract) and to DA Power Play community (limited per ETH address; detailed limitation is defined in smart contract). First Phase will last 24 hours from the beginning of the token presale.

(b) **Phase 2 - Presale**

In Phase 2, DA Power Play shall offer 40 % of Available Number of DPP tokens together with DPP tokens that were not distributed in accordance with part a) of this paragraph (DPP tokens that will remain from the Phase 1) to Cofound.it Priority Pass users and DA Power Play community whereby the limitation per user/ETH address is not applicable in this Phase. Phase 2 will last 24 hours from the ending of the Phase 1.

(c) **Phase 3 - Public crowdsale**

DA Power Play shall, through the Website, offer all the Available Number of DPP tokens that were not distributed in accordance with part a) and b) of this paragraph, publicly. Phase 3 will last 4 days after the ending of the Phase 2.

4.8 DA Power Play reserves a right to change the conditions, set out in the previous paragraph 4.7 at any given time due to technical or organizational reasons, without any duty to provide explanation to the users or the public. Any such changes will be published on the Website.

4.9 In order for the public distribution in accordance with paragraph 4.7 to be successful, at least 8.236,00 ETH (eight thousand two hundred thirty-six ETH) have to be paid in due time in accordance with the terms set out herein ("**Minimum Threshold**") (value of ETH being set to 255,00 USD. If Minimum Threshold is not achieved, then all paid in Digital Assets shall be returned to the users.

4.10 The distribution of the DPP tokens is limited to a contribution of 20.000,00 ETH (twenty thousand ETH) ("**Maximum Threshold**") (value of ETH being set to 255,00 USD.

4.11 Public distribution defined in paragraph 4.7 shall be executed as follows:

- (a) Distribution shall be automatically effected by a smart contract, deployed to Ethereum public blockchain.
- (b) Users shall send their Digital Assets to the smart contract address,
- (c) when
 - (i) the time of the offering, defined in paragraph 4.7, is over and Minimum Threshold has been achieved; or
 - (ii) Maximum Threshold has been achieved,

whichever occurs first, the tokens are sent to each participating user's wallet address.

- (d) If the time of the offering, defined in paragraph 4.7, is over and Minimum Threshold has not been achieved, the Digital Assets, paid into the smart contract, will be returned to the contributors within 3 business days, net of the Ethereum blockchain fees.
- 4.12 Tokens, distributed to the Founders in accordance with paragraph 4.3(c) shall be vested to the Founders with a 6-month cliff starting from the end of distribution (meaning no vesting for that time), and then followed by monthly linear pro-rata vesting until fully vested after 18 months from the end of the distribution (i.e. 12 months after the end of the 6-month cliff).
- 4.13 All DPP token purchases shall be publicly accessible via the Ethereum blockchain browser like etherscan.io or similar
- 4.14 DPP token distribution will be offered only through the Website. No third-party website or a different provider is allowed and has not been in any way supported, engaged, authorized or endorsed by DA Power Play and have no relationship in any way with DA Power Play. The only official and authorised website and DPP token distribution provider is the Website. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct. DA Power Play may partner with third party service provider to enable easier acquisition of DPP tokens with Digital Assets other than Ether in the future.
- 4.15 Safe for the provision of paragraph 4.11(d), all contributions to DA Power Play in exchange for DPP tokens are final and non-refundable. By participating in the DPP token distribution, you acknowledge that DA Power Play is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund.
- 4.16 The DPP token is not a consumer product and its users accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

5. RISKS

- 5.1 You understand that Digital Assets, DPP tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of DA Power Play's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise DA Power Play's performance under this agreement.

5.2 In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the DPP tokens, the Platform and other relevant technologies mentioned herein.

(a) **Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the DPP tokens and other Digital Assets might be considered to be a “security”, or other regulated investment now or in the future. DA Power Play believes, but does not give representations, warranties or guarantees that DPP tokens are not a security or regulated or regulated investment in all jurisdictions. Each user of DPP tokens shall bear their own legal or financial consequences of DPP tokens being considered a security or other regulated investment in their respective jurisdiction.

Every user is required and bound to determine for themselves if the purchase, receipt, trading, use, transfer or disposal of DPP tokens is legal in its jurisdiction, and hereby covenants and agrees not to use DPP tokens should their use not be legal in the relevant jurisdiction. If a user determines that the use of DPP tokens under these Terms is not legal in its jurisdiction, it should not use the DPP tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic tokens for personal possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of DA Power Play to provide DPP tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that DPP tokens are not legal in certain jurisdiction, DA Power Play will either a) cease operations and possible use of DPP tokens in that jurisdiction, or b) adjust DPP tokens and the Platform in a way to comply with the regulation should that be a possible and viable alternative.

(b) **Risks associated with Ethereum**

DPP tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the DPP tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to DPP tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>.

(c) **Risk of unfavourable regulatory action in one or more jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world, including but not limited to anti-money laundering and securities/investment regulations. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and DPP tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital

tokens like DPP tokens, which could materially impede or limit their existence, permissibility of their use and possession, and thus causing a material reduction in their value.

(d) **Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of DPP tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that DA Power Play shall have no liability for any such loss you incur.

(e) **Risk of security weaknesses in the Website and DPP tokens source code or any associated software and/or infrastructure**

There is a risk that the Website and DPP tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of DPP tokens.

(f) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, DPP tokens, the Platform, which could result in the theft or loss of DPP tokens.

(g) **Risk of mining attacks**

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the DPP tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “*selfish-mining*” attacks, and race condition attacks. Any successful attacks present a risk to the DPP tokens, expected proper execution and sequencing of DPP tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of DA Power Play and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the DPP tokens interact with and consequently the DPP tokens may be impacted also in that way to the extent, described above.

(h) **Risk of low or no liquidity**

Even though there are currently online services available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that DPP tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and DA Power Play does not give any warranties in regard to any exchange services

providers. Users might be exposed to fraud and failure. In any case, DA Power Play will not enable exchange of DPP tokens for other cryptographic tokens or for fiat currency. User may not at any given time be able to acquire or dispose of its DPP tokens due to lack of liquidity.

(i) **Risk of loss of value**

Based on the experience of the blockchain token markets, it is likely that the value of DPP tokens will fluctuate widely and rapidly, and you need to be aware of the risk of holding and using DPP tokens.

(j) **Risk of uninsured losses**

DPP tokens are not government currency instruments like fiat currency that are held in regulated banks, and their ownership accounts are not uninsured.

(k) **Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the DPP tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of DPP tokens

(l) **Internet transmission risks**

You acknowledge that there are risks associated with using the DPP tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that DA Power Play shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and DPP tokens, howsoever caused.

(m) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that DA Power Play cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated, all of which could lead to loss of value and utility of DPP tokens.

(n) **Insufficient interest in DA Power Play, the Platform and DPP tokens**

It is possible that DA Power Play, DPP tokens or Platform will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform and result in a failure of the Platform and loss of utility (and value) of DPP tokens.

(o) **DPP tokens and the Platform, as developed, may not meet your expectations**

The Platform is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Platform and DPP tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for

any number of reasons, including a change in the design and implementation plans and execution of the implementation of DPP tokens.

(p) **The Platform may never be completed or released**

The Platform may never be released and operational, or may be delayed substantially for unforeseen reasons, even though DA Power Play will make reasonable efforts to complete and deploy it.

- 5.3 The DPP tokens and the Platform are provided “*as is*” and “*with all faults*”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the DPP tokens, including any warranty that the DPP tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

6. ELIGIBILITY

- 6.1 The Website, the Platform and DPP tokens are not offered for use to natural and legal persons, who are “residents” (as defined in applicable local regulation) or have their seat of incorporation in the following countries: i) British Virgin Islands and iii) People’s Republic of China (“**Restricted Persons**”).
- 6.2 Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Persons shall not use the Website, the Platform and are prohibited from purchasing DPP tokens.
- 6.3 DA Power Play shall use reasonable efforts (in its own discretion) to adopt reasonable organizational and technical measures to assure that purchase DPP tokens are not available to Restricted Persons. Due to the DPP tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) DA Power Play and users understand that there is a possibility that there might be a certain “*flow back*” of DPP tokens Restricted Persons. DA Power Play consequently explicitly prohibits Restricted Persons from using DPP tokens. DA Power Play shall not be held liable for any legal or monetary consequence arising of such use. Such persons using DPP tokens despite the prohibition shall on first request indemnify and hold harmless DA Power Play from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 6.3. Restricted Persons must immediately stop using DPP tokens and must leave the Website.
- 6.4 If you are registering to use the Platform on behalf of a legal entity, you for yourself and on behalf of such legal entity hereby represent and warrant to DA Power Play and its management (a) that you are not a Restricted Person, (b)

that the legal entity was not formed for the purpose of investing in DPP Tokens, (c) that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (d) you are duly authorized by such legal entity to act on its behalf.

6.5 You further represent and warrant that you:

- (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
- (b) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
- (c) are not Restricted Person;
- (d) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury, US Office of Foreign Assets Control (OFAC) or any similar entity in any other country around the world;
- (e) will not use the DPP tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms;
- (f) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
- (g) have carefully reviewed the content of this document and have understood and agreed with these Terms,
- (h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the DPP token;
- (i) you have read and understood these Terms completely;
- (j) you have obtained and was given sufficient information about the DPP tokens to make an informed decision to acquire them;
- (k) you are not purchasing any DPP tokens with any Ether or other cryptocurrency (or fiat currency) that directly or indirectly resulted from, or was previously used for any “money laundering” activity of any kind, and on request by DA Power Play you hereby agree to provide to Power Play any available information you have necessary to prove this statement to Power Play or any required exchange or governmental entity;
- (l) you understand that the DPP tokens confer only the right to use and access the Platform, as set out in paragraph 2.7, and confer no other rights of any form with respect to the Platform or DA Power Play, such as voting in its annual general meeting, right to dividends or other distribution or other financial or legal rights;
- (m) you are acquiring DPP tokens to access the Platform and to support its development, testing, deployment and operation; and that you are not

acquiring DPP tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; and

- (n) your purchase of DPP tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the tokens in the Platform, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

7. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- 7.1 The DPP tokens and the Platform are unregulated. DA Power Play is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of DPP tokens and the Platform. DA Power Play is not a financial institution and is currently not under supervision of any financial supervisory authority. DA Power Play does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This DPP token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 7.2 This document or any other document, produced and signed by DA Power Play, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 7.3 None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and DA Power Play services and the Website are not, do not offer and shall not be construed as investment, securities or financial products.
- 7.4 DA Power Play undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

8. LIMITATION OF ABILITY

- 8.1 You hereby agree (for yourself, your successors and assigns) that DA Power Play and their affiliates and their respective officers, directors, advisors employees or agents will in regard to the Website, the Platform and offer, sale and use by you of DPP tokens shall not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from the offer, sale or use or loss of use of the DPP tokens, the Website, or the Platform) or damages caused by data breach, even if DA Power Play has been advised of the possibility of such

damages or losses, including, without limitation, from the use or attempted use of DPP tokens, the Website or the Platform.

- 8.2 Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages you or your successors and assigns may have arising in connection with: (a) your inability to use the to the Website, the Platform or DPP tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the to the Website, the Platform and DPP tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, the Platform and DPP tokens.
- 8.3 You acknowledge that Cofound.it, a blockchain project incubation consultancy, has acted only as a business consultant to DA Power Play, and that you have relied solely on DA Power Play (and not Cofound.it) in making a decision to obtain and use DPP Tokens, the Website and the Project. You also explicitly state that you are fully aware and understand that (i) DA Power Play is solely responsible for the content of the whole Project and related documentation (eg. white paper, business plan etc.) and publications and not Cofound.it, (ii) that Cofound.it cannot be held reliable in any way for any actions or omissions on the behalf of DA Power Play and (iii) Cofound.it cannot be in any way held reliable for documentations eg. white paper, business plan etc.), publications and information related to the Project, as well as for future actions and/or products that will be generated within the Project and (iv) Cofound.it is not responsible and cannot in any way be held liable for any actions of DA Power Play Project members either before or after Crowdsale. You hereby irrevocably waive any and all rights you (and your successors and assigns) may have to make any claims of any kind now or in the future against Cofound.it, its officers, directors, employees, affiliates, agents or advisors (collectively the “Cofound.it Group”), for relating to your past, present or future purchase, use or sale of DPP Tokens, or any use of the Website or Platform. Further, you hereby indemnify and hold harmless the Cofound.it Group from and against any claims, losses, liability of any kind any of them may have from or resulting directly or indirectly from any claim you, your successors or assigns, may make or institute or participate in, against DA Power Play or any other third person relating to your purchase, use or sale of DPP Tokens or use of the Website, DA Power Play website or Products.
- 8.4 You (for yourself, your successors and assigns) hereby waive your right to demand the return of any cryptographic tokens you exchanged with us for the

purpose of acquiring DPP tokens, including, without limitation, any demand for specific performance.

- 8.5 You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, advisors and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of the Website, the Platform and DPP tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 8.6 The information, software, products, and services included in or available through the Website and the Platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. DA Power Play and/or its suppliers may make improvements and/or changes to the Website and the Platform at any time. DA Power Play makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, the Platform, DPP tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform and DPP tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. DA Power Play hereby disclaims all warranties and conditions with regard to the Website, the Platform, DPP tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 8.7 You warrant to DA Power Play that you will not use the Website, the Platform or the DPP tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform or DPP tokens in any manner that could damage, disable, overburden, or impair the Platform, DPP tokens or the Website.

9. SECURITY

- 9.1 You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account with the Platform, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials of the Platform.
- 9.2 In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to

secure your account, the Website, the Platform, DPP tokens and systems as whole.

- 9.3 In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials to the Platform, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

10. PRIVACY

- 10.1 As a principle, DA Power Play and the Website may collect only what we need and will not share your personal information with any third parties other than our identity verification partner, if it applies. Whilst DA Power Play is the data controller Cofound.it acts as data processor during crowdsale.
- 10.2 You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.
- 10.3 DA Power Play reserves its right to request documentation, described in paragraph 10.1, prior to activating your account at any of DA Power Play and the Platform services, and any services, available through the Website. DA Power Play may refuse you access to the Platform, DPP tokens and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.
- 10.4 DA Power Play collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.
- 10.5 If you create an account at our Website or the Platform we may collect and store the following types of information: Contact information – your name, address, phone, email and other similar information. Before permitting you to use our

Website and acquiring DPP tokens, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.

- 10.6 When you access the Website, or use our products or services we (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 10.7 Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.
- 10.8 We store and process your personal information on our servers in the EU and elsewhere in the World, where our facilities or our service providers are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.
- 10.9 We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.
- 10.10 We reserve our right to share your personal information with:
 - (a) our banking partners;

- (b) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- (c) 3rd party identification services providers for fraud prevention purposes;
- (d) law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
- (e) other third parties only with your prior consent or direction to do so.

DA Power Play will not provide your personal information to any other DA Power Play and Platform users without your consent or direction.

10.11 You may access, review and edit your personal information at any time by logging in to the Website using your credentials.

10.12 The data that we collect from you will be transferred to, and stored in the EU and may be transferred to and/or stored in other places outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Staff may be engaged in the fulfilment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the DA Power Play services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

11. TAXES

11.1 All your factual and potential tax obligations are your concern and DA Power Play is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

- 11.2 All fees and charges payable by you are exclusive of any taxes, and should certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

12. INTELLECTUAL PROPERTY

- 12.1 We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "**DA Power Play IP**"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 12.2 These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.
- 12.3 You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and the Project and use the DPP tokens strictly in accordance with these Terms. As a condition of your use of the Website and the DPP tokens you warrant to DA Power Play that you will not use the Website, or the Project or DPP tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the DPP tokens in any manner that could damage, disable, overburden, or impair the Website and the Project. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and DPP tokens. Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer DPP tokens to third parties.
- 12.4 All DA Power Play IP is the property of DA Power Play and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 12.5 You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the DA

Power Play IP, in whole or in part, found on the Website or associated products and services. DA Power Play IP is not for resale. Your use of the DA Power Play IP does not entitle you to make any unauthorized use of any DA Power Play IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any DA Power Play IP. You will use DA Power Play IP solely for your personal use, and will make no other use of DA Power Play IP without the express written permission of DA Power Play and the copyright owner. You agree that you do not acquire any ownership rights in any DA Power Play IP. We do not grant you any licenses, express or implied, to the intellectual property of DA Power Play except as expressly authorized by these Terms.

13. NOTICES

- 13.1 We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.
- 13.2 To give us notice under this Agreement, you must contact us by email to contact@dapowerplay.com. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.
- 13.3 All communications and notices to be made or given pursuant to this Agreement must be in the English language.

14. MISCELLANEOUS

- 14.1 Materials, such as DA Power Play White Paper, Business Plan, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.
- 14.2 We do not permit individuals under the age of 18 to register with our Website and use the DPP tokens or our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our Website and products.
- 14.3 We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or

other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.

- 14.4 We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
- 14.5 These Terms do not create any third-party beneficiary rights in any individual or entity.
- 14.6 You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 14.7 The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 14.8 Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 14.9 "DA Power Play" refers to the Project as a whole, including any or all of the entities, being used by DIGITAL ASSETS POWER PLAY LIMITED, incorporated in British Virgin Islands.
- 14.10 All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, the Project and DPP tokens shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the

said Rules. The applicable law shall be the laws of British Virgin Islands, without regard to its conflict of law. The language to be used in the arbitral proceedings shall be English.

- 14.11 Prior to filing any claims in accordance with paragraph 14.9, you undertake to file such claim or request directly to DA Power Play via e-mail at contact@dapowerplay.com. You agree that you will not file any claims in accordance with paragraph 14.9 earlier than 30 days after sending such claim or request to DA Power Play in accordance with this paragraph 14.11. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.11, shall be rejected immediately by the tribunal as premature.
- 14.12 These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, the Project and purchase, use, sale or disposition of DPP tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.
- 14.13 These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact DA Power Play via e-mail and immediately navigate away from the Website and cease using the Project. Your agreement to purchase DPP Tokens, your acceptance of any DPP Tokens, your use of DPP Tokens, and/or your use of the Website or Project shall constitute your binding agreement with these Terms, supported by valid and binding consideration.