

The logo features the word "denet" in a bold, lowercase, sans-serif font. The letter "d" is stylized with a square cutout. The text is centered within a large, thin purple circle. A blue line starts from the top right of the purple circle, forms a small circle, and then continues as a partial arc on the right side of the purple circle.

denet

Storage. Hosting. Computing.

Terms and conditions

General terms and conditions of DNET tokens sale

Please read carefully these general terms and conditions as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. Note that section 36 contains a class action waiver and section 38 contains an arbitration clause, which, if applicable to you, affect your legal rights. If you do not agree with these general terms and conditions, you must not access or use the website available on the internet via denet.pro or buy DNET tokens.

These General Terms & Conditions (hereinafter referred to as the "Terms"), including any and all Additional Documents, constitute a legally binding agreement between the Digital Century Limited that is a company incorporated in Hong Kong, Wan Chai, 181 Johnston Road, Tai Yau Building, 10/F, Room 1005 ("Company," "DeNet", "we," "us") the owner of the website available in the Internet via denet.pro and any and all Participants as defined herein in Definitions Section.

By the fact of the Website use and/or DNET Tokens purchase the respective Participant, agree that he fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website denet.pro and/or purchase of DNET Tokens as defined herein in Definitions Section.

Unless otherwise stated herein, these Terms govern only Participant's purchase of Tokens from DeNet during the Sale Period. Any use of Tokens in connection with providing or receiving Services in the Platform will be governed primarily by other applicable Terms and policies. DeNet may use third party services to process the Token Pre-Sale and Token Sale and any rules applicable by the third party described in these Terms to such processing of DNET tokens should also be applicable in addition to these Terms.

DEFINITIONS

1. The following definitions and rules of interpretation apply in these Terms:

Agreement	These Terms and any other rules, policies or procedures that may be issued by DeNet and published from time to time on the Website (including the Accompanying Documents).
Accompanying Documents	Other DNET Tokens Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, DNET Tokens Sale Agreement, etc.). In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply. Project White paper and information on the Website is not considered as any type of Accompanying documents and provided only as a descriptive information about the project.
Affiliate	Any person or entity that have any relation to the DeNet, including, but not limited to partners, employees, agents, and contractors of the DeNet.
Applicable Law	Law applicable under these Terms to any and all relations between a Participant and DeNet.
DeNet Platform	A digital platform (not a legal entity), designated for renting of capacity of computers by it's users is the initial and main purpose of the DNET Tokens Sale.
Cryptocurrency	Digital currency, represented by Ethereum (ETH), Litecoin (LTC), Bitcoin Cash (BCH) or Bitcoin (BTC) used by Participants to purchase DNET Tokens.

Intellectual Property Rights	Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the DeNet in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.
Tokens	Digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the DeNet as a cryptographically secured representation of a digital operational instrument which gives the Participant certain rights described in Appendix A of DeNet General Terms & Conditions of DNET Tokens Sale.
DNET Tokens Sale	An offering of DNET Tokens to eligible Participants to purchase DNET Tokens during a limited period of time, according to the respective phases (launches) and price as described in Token Sale Agreement and the current Terms.
Ethereum Smart Contract	Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of DNET Tokens by a Tokens Sale Participant.
Tokens Sale Participant («Participant» or “You”)	Any person, who uses the Website and purchases DNET Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of DNET Tokens Sale.
Website	A group of interrelated websites owned and operated by DeNet, available in the Internet via address: denet.pro and special application based on blockchain technology.

2. In the Terms, unless the opposite is clear from the context:

1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
2. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
3. References to clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule;
4. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
5. All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
6. The term 'including' does not exclude anything not listed;
7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
9. A reference to writing or written includes fax and e-mail.
10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
11. Any words following the Terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those Terms

12. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

GENERAL PROVISIONS

3. WARNING NOTE. We shall reserve the right to refuse selling DNET Tokens to anyone who does not meet the following criteria:

- (a) **United States of America** (hereinafter referred to as the "US") and **Hong Kong**. US and Hong Kong citizens and residents of a geographic area are not eligible and not allowed to participate in the DNET Tokens Sale due to various taxation and regulatory issues. You are only allowed to use the Website and purchase DNET Tokens if You are neither a US or Hong Kong citizen or permanent resident, nor You have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Hong Kong. In order to buy DNET Tokens and by buying them You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer, are US or Hong Kong citizen or permanent resident, nor You have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Hong Kong. Should this change at any time, you shall immediately notify us. You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling DNET Tokens to anyone who does not meet the criteria set forth above.
- (b) If you are a resident of a country in the **European economic area**, you're not allowed to purchase DNET tokens unless you are a qualified investor: Due to the Directive 2003/71/EC and amendments thereto, including the Directive 2010/73/EC, to the extent implemented in the relevant member state ("prospectus directive"), with effect from and including the date on which the prospectus directive is implemented in a member state of the European Economic Area ("relevant date of implementation"), that has implemented the prospectus directive ("relevant member state"), an offer of DNET tokens may not be made to the public in that relevant member state other than: (i) to any legal entity which is a qualified investor as defined in the prospectus directive; (ii) to fewer than 150 natural or legal persons with regards to each relevant member state (other than qualified investors as defined in the prospectus directive, as permitted under the prospectus directive; or (iii) provided that no such offer of securities shall require company to publish a prospectus pursuant to article 3 of the prospectus directive. The expression an "offer of tokens to the public" in any relevant member state means the proliferation of in any form presented communication and by any means of sufficient information on the terms of the offer so as to enable you to decide to purchase or subscribe for tokens, as the expression may be varied in that relevant member state by any measure implementing the prospectus directive in that member state. Company retains the right to ask you to provide proof of your being a qualified investor. If you fail to provide proof or you surpass the allowed number of investors per relevant member state, company will not allow you to purchase tokens and return whatever funds you have used to participate to the address used.
- (c) If you are a resident of **Switzerland**: DNET tokens will not be listed on any regulated stock exchange, such as SIX Swiss Exchange, or SIX. Terms and conditions have been prepared without regard to the legal standards for prospectuses under art. 1156 or art. 652a of the Swiss Code of Obligations or the legal standards for facilitated prospectuses under art. 5 of the Collective Investment Schemes Act ("CISA") or art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange in Switzerland. Neither Terms and Conditions nor any other material relating to the Offer, Company or Tokens will be or have been filed with or approved by any Swiss regulatory authority. Specifically, Terms and Conditions will not be filed with, and the Offer of Tokens will not be supervised by the Swiss Financial Market Supervisory Authority. Furthermore, the Offer of Tokens has not been and will not be authorized under the CISA. Thus, the protection which is given to purchasers of interests or units in collective investment schemes under the CISA does not extend to purchasers of DNET tokens.
- (d) If you are a resident of the **United Kingdom**, you're not allowed to purchase tokens unless you are a relevant person: Terms and conditions and other documents in connection with the offer of DNET tokens are not for distribution to persons whose place of residence, seat or habitual abode is in the United Kingdom. This does not apply, however, to persons who (i) have professional experience in matters relating to investments or (ii) are persons falling within

Article 49 (2) (a) to (d) («high net worth companies, unincorporated associations etc.») of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 in the United Kingdom or (iii) to whom it may otherwise lawfully be passed on (all such persons together being referred to as “Relevant Persons”). If your place of residence, seat, or habitual abode is in the United Kingdom and you are not a relevant person, you may not participate in the purchase of Tokens, directly or indirectly, on the primary or the secondary market. By purchasing tokens, you represent that you are a relevant person with regards to the regulations. Falsely representing to be a relevant person will lead to your obligation to indemnify company for any damage and or fees incurred as a result of a breach of the regulations in this section. Company retains the right to ask you to provide proof of your being a relevant person.

- (e) If you are a resident of **Singapore**, you’re not allowed to purchase DNET tokens unless you are a relevant person: Terms and conditions and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of tokens may not be circulated or distributed, nor may tokens be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore. This does not apply, however, to an institutional investor under section 274 of the Securities and Futures Act, chapter 289 of Singapore (the “SFA”), (ii) to a relevant person, or any person pursuant to section 275(1a), and in accordance with the conditions, specified in section 275 of the SFA, (iii) where the transfer is by operation of law; (iv) as specified in section 276(7) of the SFA or (v) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA (“relevant person”). Terms and Conditions will not be and have not been filed and/or registered as a prospectus with the Monetary Authority of Singapore (“MAS”). If your place of residence, seat or habitual abode is in Singapore and you are not a relevant person you may not participate in the purchase of tokens directly or indirectly, on the primary or the secondary market. By purchasing tokens, you represent that you are a relevant person with regards to the regulations mentioned in this section. Falsely representing to be a relevant person will lead to your obligation to indemnify Company for any damage and or fees incurred as a result of a breach of the regulations in this section
- (f) If you are a resident of **Canada**, you’re not allowed to purchase tokens: The information contained herein shall be construed to be an offering of tokens only in the jurisdictions and to those persons where and to whom they may lawfully be offered for sale. Tokens have not been nor will they be qualified for sale to the public under applicable Canadian securities laws and, accordingly, any offer and sale of tokens in Canada will be made on a basis which is exempt from the prospectus requirements of Canadian securities laws. The information contained herein is not and shall under no circumstances be construed to form a prospectus, an advertisement or a public offering of tokens in Canada. Any resale of tokens must be made in accordance with, or pursuant to an exemption from, or in a transaction not subject to, the prospectus requirements of those laws. In addition, in order to comply with the dealer registration requirements of Canadian securities laws, any resale of tokens must be made either by a person not required to register as a dealer under applicable Canadian securities laws, or through an appropriately registered dealer or in accordance with an exemption from the dealer registration requirements. If you reside in Canada, you represent that you have learned of this offer by your own initiative and you were not solicited by Company, otherwise you may not participate in the purchase of Tokens. You are required to obtain legal advice from a Canadian lawyer to verify whether the resale of tokens is allowed in your jurisdiction.
- (g) If you are a resident of **Japan**, you’re not allowed to purchase DNET tokens. Tokens have not been and will not be registered under the Financial Instruments and Exchange Act, as amended (the “FIEA”). This document is not an offer of securities for sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person residing in Japan, including any corporation or entity organized under the laws of Japan or to others for reoffer or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the securities registration requirements under the FIEA and otherwise in compliance with such law and any other applicable laws, regulations and ministerial guidelines of Japan. If you reside in Japan, you represent that you have learned of this offer by your own initiative and you were not solicited by company otherwise you may not participate in the purchase of tokens. False representation will lead to your obligation to indemnify company for any damage and or fees incurred as a result of a breach of the regulations in this section.

- (h) If you are a resident of the **Russian Federation**, you're not allowed to purchase tokens: Neither tokens nor a document qualifying as a prospectus in relation to tokens will be or has been registered with the Central bank of the Russian Federation or any other authority. The information contained herein is not an invitation to sell, purchase, exchange or otherwise transfer securities of foreign financial instruments to or for the benefit of any Russian person or entity, with the exception and to the extent permitted by applicable law of and to qualified investors as defined under securities laws of the Russian Federation. This document is not advertisement in relation to a placement or public circulation, unless otherwise permitted by applicable securities laws of the Russian Federation. By purchasing tokens, you represent that you are legally entitled to purchase tokens pursuant to the laws and regulations of the Russian Federation. False representation will lead to your obligation to indemnify company for any damage and or fees incurred as a result of a breach of the applicable laws and regulations of the Russian Federation.
- (i) If you are a resident of **India**, you're not allowed to purchase tokens: the information and or documents contained herein are not and shall not be construed to be a prospectus. Tokens will not be or have not been registered with any authority. You must seek legal advice as to whether you are entitled to subscribe for the purchase of tokens pursuant to the relevant laws and regulations of India. By purchasing tokens, you represent that you are legally entitled to purchase tokens pursuant to the laws and regulations of India. False representation will lead to your obligation to indemnify company for any damage and or fees incurred as a result of a breach of the applicable laws and regulations of India.
- (j) If you are a resident of the **People's Republic of China** you're not allowed to purchase DNET tokens: tokens may not be offered or sold directly or indirectly in the People's Republic of China ("China", not including Taiwan or Hong Kong and Macau Special Administrative regions). The information contained herein doesn't establish an offer or a solicitation of an offer to invest within China. The information contained herein has not and will not be approved by a relevant governmental body and/or authority within China and may not be supplied to the public in China or used in connection with any offer for the subscription or sale of tokens in China. You represent that you are not located in China and are not participating in the offer from China or are acting on a nondiscretionary basis for a principal located outside China; that you are not giving an order to participate in the offer from China. You are not entitled to participate in the token sale and may neither directly nor indirectly purchase tokens through any means, be it on the primary or the secondary market.
- (k) If you are a resident of **Taiwan**, you're not allowed to purchase tokens: tokens will not be and have not been registered with the Financial Supervisory Commission of Taiwan, the Republic of China ("Taiwan") pursuant to the applicable securities laws and regulations of Taiwan. Tokens may not be offered within Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the securities and exchange law of Taiwan, one which would require approval or registration by/with the Financial Supervisory Commission of Taiwan. No legal or natural person has received authorization to offer or sell tokens in Taiwan.
- (l) If you are a resident of **South Korea**, you're not allowed to purchase tokens: the information contained herein is not, and shall under no circumstances be construed as a public offering of securities in South Korea. Tokens will not be and have not been registered under the Securities and Exchange Act or any other law and/or regulation applicable. Tokens may not be offered and/or sold directly or indirectly in South Korea with the exception of the case where the applicable laws and regulations of South Korea allow for such an offer or sale. By purchasing tokens, you represent that you're authorized to engage in the purchase of tokens pursuant to the applicable laws and regulations of South Korea. False representation will lead to your obligation to indemnify company for any damage and or fees incurred as a result of a breach of the regulations in this section.
- (m) If you are a resident of an **Embargo jurisdiction** (such as: Iran, Democratic People's Republic of Korea, Syria, Sudan, Cuba), you're not allowed to purchase tokens: you are not entitled to participate in the token sale and may neither directly nor indirectly purchase tokens through any means, be it on the primary or the secondary market.

4. By using this Website each Participant covenants, represents, and warrants that (under the Applicable Law and law of the country of Participant's residence):

1. he (she) is of an age of majority to enter into these Terms (at least 18 years of age), meets all other eligibility

and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the DeNet and in doing so will not violate any other agreement to which he (she) is a party;

2. he (she) has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks (including but not limited to the risks described in Appendix B) and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;
3. if he (she) is a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;
4. he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
5. he (she) is not a resident of a geographic area or citizen of jurisdictions as specified in paragraphs 3 and 5 hereof.

5. A Participant shall not use the Website if under the Applicable Law and/or law of the country of Participant's residence he (she) is prohibited from using it. Any Tokens Sale Participant that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of DNET Tokens under the mentioned law should not access this Website and are prohibited from accessing, referencing, engaging, or otherwise using this Website.

6. Before using the Website and/or purchasing any DNET Tokens a Participant is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and DNET Tokens Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their Terms of use shall be the same as of these Terms. By using the Website, each and any Token Sale Participant confirms that he (she) has fully read and understood not only these Terms, but also any Accompanying Documents and fully accepts them.

7. These Terms are effective at the time You agree with these Terms by clicking the button "I agree" on the Website prior to purchase of DNET Tokens.

8. The Participant acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time at DeNet's sole discretion. If such changes, modifications, amendments, alterations or supplements will occur, DeNet shall notify You via email. Your continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute Your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.

9. The Participant acknowledges and accepts that the DeNet reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason. The pages of the Website may contain links to third party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the DeNet. The DeNet does not guarantee their safety and conformity with any of Your expectations. Furthermore, DeNet is not responsible for maintaining any materials referenced from another site and make no warranties for that site or respective service. DeNet assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

10. DeNet accepts the following obligations:

1. Obligation to allow Participants to acquire and use DNET Tokens within the DeNet Platform and in any lawful way;
2. Obligation to ensure the functionality of the Platform within the framework of DeNet's abilities;

3. Obligation to provide first contributors of the computing power with extra bonuses under special conditions contract;
4. Obligation to charge a lower rate of commission for payments for services within the DeNet Platform made with DNET Tokens.

INDEMNIFICATION

11. **To the extent allowable pursuant to Applicable Law, the Participant shall indemnify, defend, and hold the DeNet and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the DeNet arising out of a breach of any warranty, representation, or obligation hereunder.**
12. **The Participant shall not have any claim of any nature whatsoever against DeNet for any failure by DeNet to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to power failure, Internet Service Provider failure, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the DeNet.**

LIMITATION OF LIABILITY

13. **Any and all purchases of DNET Tokens are final and non-refundable. By purchasing the DNET Tokens, the Participant acknowledges that neither the DeNet nor any other of its affiliates are required to provide a refund for any reason.**

14. To the fullest extent permitted by applicable law:

1. in no event will DeNet or any of the company parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the tokens or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the participant has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and
2. in no event will the company and the company parties (jointly) aggregate liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use the tokens, exceed the amount you pay to us for the tokens.

15. Nevertheless, the Parties shall be responsible for compliance with the DeNet General Terms and Conditions of Token Sale and Accompanying Documents, for fulfillment of the Participant's commitments and guarantees in the manner and in the amount prescribed by the DeNet General Terms and Conditions of Token sale and Accompanying Documents, in particular:

1. In case of filing accusations, claims or lawsuits to the DeNet related to non-compliance by the Participant of the DNET Tokens Sale Agreement and/or engagements entered by the Participant during the participation of the Token Sale, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the DeNet documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.
2. In case of filing accusations, claims or lawsuits against the DeNet, related to non-compliance by the Participant with exclusive rights or other rights of third parties, the Participant agrees to settle such claims or actions on

his own and at his own expense, as well as fully compensate the DeNet documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfillment of his obligations by the Participant.

3. In case of the Participants' violation of his obligations of the DeNet General Terms and Conditions of Token Sale and Accompanying Documents, the DeNet reserves the right to:
 - demand full compensation from the Participant for losses caused by every violation;
 - bring a case before a court if the compensation doesn't cover the DeNet's loss;
 - release the information relating to the Participant's identity and location to any authorized officer in accordance with the applicable law.

16. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Participant, the limitations will apply to the Participant only to the extent permitted by Applicable Law. The Participant understand and agree that it is his (or her) obligation to ensure compliance with any legislation relevant to his (or her) country of domicile concerning use of the Website, and that the Participant should not accept any liability for any illegal or unauthorized use of the Website.

17. The Participant agree to be solely responsible for any applicable taxes imposed on DNET Tokens purchased hereunder. The Participant shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the DeNet Token Sale.

REPRESENTATIONS AND WARRANTIES

18. To the fullest extent permitted by Applicable Law and except as otherwise specified in a writing by DeNet, DNET tokens are sold on an "as is" and "as available" basis without warranties of any kind, and DeNet expressly disclaim all implied warranties as to the tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; DeNet does not represent or warrant that the tokens are reliable, current or error-free, meet your requirements, or that defects in the tokens will be corrected; and DeNet cannot and does not represent or warrant that the tokens or the delivery mechanism for tokens are free of viruses or other harmful components.

19. By purchasing the DNET Tokens the Participant represent and warrant that he has read and understood the DNET Tokens Sale General Terms and Conditions and Token Sale Agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of Token described in Appendix A, usage, storage, transmission mechanisms and other material characteristics of the DNET Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the DNET Tokens.

20. You understand that the DNET Tokens confer only the rights described in the Appendix A to these Terms and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are purchasing DNET Tokens to acquire rights described in Appendix A. You are not purchasing DNET Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

21. The Participant fully understands, realizes and agrees that the DNET Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Participant agree to accept consequences of possible regulation of DNET Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from DeNet in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

22. The DeNet does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The DeNet shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

23. The Participant will not forge, or otherwise manipulate any personal or non-personal data requested by the DeNet in the process of the Participant's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the DeNet in the event when such necessity arises in connection with the requirements of anti-money laundering and «Know Your Customer» (KYC) frameworks of the DeNet or in accordance with the applicable law.
24. The Participant's purchase of the DNET Tokens complies with applicable laws and regulations in the Participant's jurisdiction;
25. The Participant do not intend to hinder, delay or defraud the DeNet or any other Participants of the DeNet Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.
26. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

INTELLECTUAL PROPERTY

27. The DeNet has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the DNET Tokens and his activities generally. In no way shall these Terms entitle any Participant for any intellectual property of the DeNet, including the intellectual property rights for the Website and all text, graphics, Participant interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the DeNet and is protected by national and international intellectual property rights protection laws.
28. Unless otherwise stated, the content and information on the Website are the property of DeNet. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use. The Website is to be used by the Participants only. You are granted a limited, non-transferable, revocable license to view and copy the information solely for personal use only, subject to clause 29 of these Terms.
29. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of DeNet. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach these Terms and conditions
30. DeNet retains all intellectual property rights, mostly, but not limited, to copyright, over the source code forming DNET Tokens.
31. There are no implied licenses under the Terms, and any rights not expressly granted to the Participant hereunder are reserved by the DeNet.
32. If for the purpose of any intellectual property right registration of the DeNet, any documentary submission or any other action is required from the Participant, the Participant must provide the DeNet with the respective assistance.

ENTIRE AGREEMENT

33. These Terms are intended to fully reflect the provisions of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific checkbox with the text 'I agree', which shall be published on the Website in such case. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will

not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

SEVERABILITY

34. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining Terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

APPLICABLE LAW AND DISPUTE RESOLUTION

35. All questions concerning the construction, validity, enforcement, and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of Hong Kong (Applicable Law).

36. Any Dispute arising out of or related to these Terms is personal to You and DeNet and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

37. To resolve any dispute, controversy or claim between Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

38. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by court. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Participant and the DeNet:

1. waive Your and DeNet's respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and
2. waive Your and DeNet's respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by the DeNet and published from time to time on the Website), without regard to conflict of law rules or principles (whether of the Hong Kong or any other jurisdiction).

TERMINATION AND SUSPENSION

39. Notwithstanding anything contained herein, DeNet reserve the right, without notice and at its sole discretion, to terminate these Terms or suspend the Participants right to access the Website, including (but not limited to) in case of Participant's breach of these Terms or if the DeNet believes You have committed fraud, negligence or other misconduct. The Participant may terminate these Terms without notice by discontinuing use of the Website. All rights granted to the Participant under these Terms will immediately be revoked upon our termination of these Terms or DeNet suspension of the Your access to the Website. In the event of any Force Majeure Event (as defined in clause 12), breach of these Terms, or any other event that would make provision of services commercially unreasonable for DeNet, the Company may, in its own discretion and without liability to the Participant, with or without prior notice, suspend the Participant's access to all or a part of DeNet's Platform. DeNet may terminate the Participant's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information

and files related to such participant without liability to You, including, for instance, in the event that the Participant breach any term of these Terms. In the event of termination, DeNet will attempt to return any funds stored in Your smart contract number not otherwise owed to DeNet, unless DeNet believes the Participant has committed fraud, negligence or other misconduct.

MISCELLANEOUS

40. Any notice or other communication under the DeNet Token Sale Agreement shall be in writing and shall be considered given and received when sent by email. The Participant's official email for communication shall be deemed the email specified by the Participant during the Application for Token Sale.
41. The DeNet and its Affiliates strictly follow anti-money laundering (AML), "know Your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any Participant fully agrees to assist the DeNet in fulfilment of the mentioned regulations and provide any necessary information if such is required from the Participant by the authorized authority.
42. Materials, such as DeNet 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.
43. The Participant will implement reasonable and appropriate measures designed to secure access to:
 1. any device associated with the email address associated with the Platform;
 2. private keys required to access any relevant Ethereum address.
44. In case the Participant suspect a security breach in any of the above-mentioned, he will inform DeNet immediately so DeNet can take all required and possible measures to secure the Website, the Platform, DNET Tokens and systems as whole.

Appendix A

OVERVIEW OF TOKENS

1. DNET Tokens are based on the Ethereum protocol and conform to the ERC20 standard.
2. DNET Tokens smart contract address will be published in due time prior to Tokens Sale.
3. DNET Tokens carries no rights, express or implied, other than those, set out herein, subject to DeNet successful completion and deployment of the project. In particular, DNET Tokens holders shall not have any influence in the development or governance of DeNet, and DNET 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 DeNet.
4. DNET Tokens shall be distributed during Token Sale event.
5. Participants understand and accept that they can send an amount of ETH, LTC, BCH or BTC equal to 0.035 USD during the DNET Token Pre-Sale and 0.035 USD during the DNET Token Sale for one DNET Token according to the cost of ETH, LTC, BCH or BTC to the date of purchase of DNET Token into a smart contract system on Ethereum and receive one DNET Token in exchange. There will be in total 1 000 000 000 (one billion) DNET Tokens available ("Total DNET Tokens Number"). DeNet shall not create additional DNET Tokens at any time after the initial token release.
6. DNET Tokens shall be distributed in the following manner:
 1. 70% of the Total DNET Tokens Number shall be distributed during DNET Tokens Pre-Sale and DNET Tokens Sale;
 2. 10 % of the Total DNET Tokens Number shall be reserved for bonuses for first contributors of the computing power;

3. 11% of the Total DNET Tokens Number shall be reserved by the DeNet for its development team (vesting period 6 months, after 20% release can be sold each quarter);
 4. 5% of the Total DNET Tokens Number shall be reserved by the DeNet for its advisors;
 5. 3 % of the Total DeNet Tokens Number shall be reserved for referral program;
 6. 1% of the Total DNET Tokens Number shall be allocated for the bounty program.
- 7. DeNet reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of DeNet and shall only be used in limited situations, such as, but not limited to:**
1. serious security issue detected;
 2. serious network performance issue, depriving all users of equal treatment;
 3. any type of material attack on the DNET Tokens, the Platform, Website or Ethereum network.
- 8. DNET Tokens distribution will be offered only through the Website. No third-party website or a different provider except ones listed herein is allowed and has not been in any way supported, engaged, authorized or endorsed by DeNet and have no relationship in any way with DeNet. The only official and authorized website and DNET Tokens distribution provider is the Website available in the Internet via denet.pro. The Participant 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.**
- DeNet reserve the right to use services of third party services for processing of payments for DNET Tokens.**
- 9. DNET Tokens is not a consumer product and its holders accept explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.**
- 10. DNET Tokens are digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the DeNet as a cryptographically secured representation of a digital operational instrument which gives the Participant the right to use it within the Platform and in any lawful way, unless the current Terms or other Accompanying Documents specifically exclude such particular way.**
- 11. DNET Tokens Sale Participant shall be entitled to the following rights:**
1. The right to use DNET Tokens within the DeNet Platform and in any lawful way, unless specifically prohibited by these Terms or any other Accompanying Documents;
 2. The right to acquire DNET Tokens in any lawful way.
 3. The right to a lower commission when paying for services within the DeNet Platform with DNET Tokens.
- 12. DNET Tokens Sale Participant agrees to the following obligation:**
1. Participant is obliged to comply with these Terms and other Accompanying documents;
 2. Participant is obliged to comply with regulatory framework and laws of his or her jurisdiction based on his or her own research of such laws and regulations.
- 13. There will be a bonus system during the DNET Tokens Sale. The details of such system are specified in the DNET Tokens Sale Agreement.**

RISKS

The Participant understand that DNET Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of DeNet's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise DeNet's performance under these Terms.

Participant agrees that no other party (including, without limitation) may be held liable for any loss arising out of, or in any way connected with Participant's participation in the DNET Tokens Sale or receiving and holding Tokens or such risk.

In addition to the above, the Participant also acknowledges that prior to receiving Tokens he has been warned of the following risks, associated with the Website, the DeNet Tokens, the Platform and other relevant technologies mentioned herein:

A) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the DNET Tokens might be considered to be a security, or that it might be considered to be a security in the future. DeNet does not give warranties or guarantees that DNET Tokens are not a security in all jurisdictions. Each holder of DNET Tokens shall bear its own legal or financial consequences of DNET Tokens being considered a security in their respective jurisdiction.

Every Participant is bound to check if acquisition and disposal of DNET Tokens is legal in his jurisdiction, and by accepting these Terms, each Participant undertakes not to use DNET Tokens should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of DNET Tokens under these Terms is not legal in his jurisdiction, you should not use the DNET 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 DeNet to provide DNET 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 DNET Tokens are not legal in certain jurisdiction, DeNet will either:

1. cease operations in that jurisdiction, or
2. adjust DNET Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

B) Risks associated with Ethereum

DNET are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the DNET 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 DNET Tokens, and also other ways

.C) Risk of unfavorable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and DNET 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 DNET Tokens, which could impede or limit their existence, permissibility of their use and possession, and 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 DNET 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 DeNet shall have no liability for any such loss the Participant incur.

E) Risk of security weaknesses in the Website and/or DNET Tokens source code or any associated software and/or infrastructure

There is a risk that the Website and DNET Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of DNET 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, DNET Tokens, the Platform, which could result in the theft or loss of DNET Tokens.

G) Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the DNET 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 DNET Tokens, expected proper execution and sequencing of DNET Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of DeNet 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 DNET Tokens interact with and consequently the DNET Tokens may be impacted in that way to the extent, described above.

H) Risk of loss of value

Value of DNET Tokens may fluctuate and their Participants might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the DNET Tokens.

I) Risk of uninsured losses

DNET Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

J) 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 DNET Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that result in the loss of DNET Tokens

K) Internet transmission risks

The Participant acknowledge that there are risks associated with using the DNET Tokens including, but not limited to, the failure of hardware, software, and Internet connections. The Participant acknowledge that DeNet shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and DNET Tokens, howsoever caused.

L) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that DeNet cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

M) Insufficient interest in DeNet, the Platform, and DNET Tokens

It is possible that DeNet, DNET Tokens or Platform will not be used by a large number of individuals, businesses and

other organizations 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.

N) DNET Tokens and the Platform, as developed, may not meet the Participant's expectations

The Platform is currently under development and may undergo significant changes before release. The Participant's expectations regarding the form and functionality of the Platform and DNET 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 DNET Tokens.