

## TERMS OF TOKEN SALE

Last Updated: September 29, 2017

**IMPORTANT LANGUAGE DISCLAIMER – IN ORDER TO AVOID ANY POTENTIAL TRANSLATION INCONSISTENCIES WHICH MAY BE OUT OF THE COMPANY FOUNDATION CONTROL, THE TERMS AND CONDITIONS ARE ONLY AVAILABLE IN ENGLISH. IF YOU ARE UNABLE TO UNDERSTAND THE LANGUAGE, PLEASE SEEK THE ASSISTANCE OF A PROFESSIONAL TRANSLATOR BEFORE CONTINUING.**

-----Chinese language disclaimer -----

如果您无法 阅读或理解英文， 请寻找一个专业的翻译人员帮助您 。

-----Russian language disclaimer -----

Если вы не можете читать и понимать Английский язык, обратитесь к профессиональному переводчику

-----Filipino language disclaimer -----

MAARI PONG HUMINGI NG TULONG SA ISANG BIHASANG TAGASALIN KAPAG NAHIHIRAPAN O DI MAKAINTINDI NG WIKANG INGLES.

-----Indonesian language -----

JIKA ANDA TIDAK BISA MEMBACA DAN MEMAHAMI BAHASA INGGRIS, MINTALAH BANTUAN DARI AHLI PENTERJEMAH

-----Hebrew language disclaimer -----

מקצועי למתרגם פנה אנו אנגלית וולרבי לקר וא ליכו אינך אם

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. BY PURCHASING DCSC TOKENS FROM US DURING THE SALE PERIOD, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE HERETO. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of DACSEE tokens (“DCSC Tokens”) during the DCSC Token crowdsale period (“Sale Period”) from DACSEE Co. Ltd. (the “Company,” “we,” or “us”) is subject to these terms of sale (“Terms”). Each of you and Company are a “Party,” and together the “Parties.”

By purchasing DCSC from us during the Sale Period and/or using DCSC in connection with the Platform (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [info@dacsee.io](mailto:info@dacsee.io).

You and Company agree as follows:

### 1. Purpose and Use of DCSC in Connection with the Platform

- a. The intended purpose of the DCSC Tokens is to facilitate the provision and receipt of services (collectively, the “Services”) through the software platform currently under development by Company or affiliate thereof that, subject to further development, is intended to provide an innovative marketplace for exchange of services. Specifically,

- DCSC Tokens are intended to be used as the utility with which services may be acquired via the platform.
- b. Ownership of DCSC Tokens carries no rights, express or implied, other than the right to use DCSC Tokens as a means to enable usage of and interaction with the DACSEE Dapp, if successfully completed and deployed. In particular, you understand and accept that DCSC Tokens do not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation or governance in or relating to the DACSEE Dapp and/or Company and its corporate affiliates, other than rights relating to the potential future provision and receipt of Services in the DACSEE Dapp, subject to limitations and conditions in these Terms and applicable DACSEE Dapp Terms and Policies (as defined below). The DCSC Tokens are not intended to be a representation of money (including electronic money), security, commodity, bond, debt instrument or any other kind of financial instrument or investment. Protections offered by applicable law in relation to the purchase and sale of the aforementioned financial instruments and/or investments do not apply to the purchase and sale of DCSC Tokens and neither these Terms nor the DACSEE Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. DCSC Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate resale.
  - c. Additionally, DCSC Tokens do not constitute the provision of any goods and/or services as at the date that these Terms form a binding agreement between the Parties.
  - d. The Company makes no warranties or representations and offers no guarantees (in each case whether express or implied) that the DCSC Tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the provision and receipt of the Services in the DACSEE Dapp.

## 2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from us during the Sale Period.

Any use of Tokens in connection with providing or receiving Services on the Platform will be governed primarily by other applicable terms and policies, which currently include our terms of service for DACSEE at [www.dacsee.io](http://www.dacsee.io) (website), and our Privacy Policy (available at website) (collectively, the “**Platform Terms and Policies**”). We may add new terms or policies to the Platform Terms and Policies in our sole discretion, and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. You have read and understand these Terms as well as the Platform Terms and Policies, the Risk Disclosures, and the White Paper and will regularly check for updates to these documents on [www.dacsee.io](http://www.dacsee.io) or other channels we make available, and will read any updates.

YOU AGREE AND CERTIFY THAT YOU ARE PURCHASING TOKENS DURING THE TOKEN SALE FOR YOUR OWN PERSONAL USE AND UTILITY, AND TO PARTICIPATE ON THE DACSEE PLATFORM AND NOT FOR INVESTMENT, OR FINANCIAL PURPOSES. YOU AGREE AND CERTIFY THAT TOKENS ARE NOT A SECURITY OR A CRYPTOCURRENCY AND ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE. Tokens are a cryptographic token used on the DACSEE platform. If you did not understand any of the concepts identified in the White Paper; these Terms; the Terms of Use; Risk Disclosures; Privacy Policy; or other PLATFORM Terms and Policies, please contact us at [info@dacsee.io](mailto:info@dacsee.io). By agreeing to the Terms you affirm that you understand any and

all concepts described in the documents to your satisfaction.

To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of Tokens in connection with providing or receiving Services on the Platform.

### 3. Principles:

- a. For the White Paper and/or further information on the DACSEE platform, visit: <https://dacsee.io>. The information contained in the White Paper and on <https://dacsee.io/dacsee-whitepaper.pdf> are of descriptive nature only, are not binding and do not – unless explicitly referred to herein – form part of the Terms as set forth under Section 6 below.
- b. You understand and accept that while the individuals and entities, including the Company assigned to this task, will make reasonable efforts to develop and complete the DACSEE platform, it is possible that such development may fail and your DCSC may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
- c. You are also aware of the risk that even if all or parts of the DACSEE platform are successfully developed and released in full or in parts, due to a lack of public interest, the DACSEE platform could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of BTC and/or ETH to the relevant deposit address, and the creation of DCSC by the Platform carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created DCSC, if any, and attributed features of the DACSEE platform).
- d. You furthermore understand and accept that – as the creation of the DCSC as well as the assignment of the execution of the DACSEE platform are Platform based – the terms and conditions applicable thereon are set forth in the Platform Code, consisting of multiple interconnected software codes, existing on the Ethereum blockchain, or other blockchain (as determined by the Company) as set forth on the website: <https://dacsee.io/dacsee-tos.pdf>. Specifically, the Company reserves the right to migrate from the Ethereum protocol to a future protocol, that may or may not currently exist, for any reason. Tokens issued and outstanding will be exchanged on an equal basis, if the revised protocol requires the underlying token protocol to be different from the currently utilized Ethereum protocol. To the extent the Terms contained herein or in any other document or communication contradict the ones set forth in the Platform, the terms of the Platform shall prevail. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to the DCSC or publisher of these Terms or developer of the Platform and/or any other person, entity and/or affiliates involved with the deployment of the Platform and the setting up of the DACSEE platform beyond those set forth in the Platform.
- e. By transferring BTC and/or ETH to the relevant deposit address, you expressly agree to all of the terms and conditions set forth in the Platform Code existing on the Ethereum blockchain. You further confirm to have carefully reviewed the Platform Code, its functions and the terms and conditions set forth in this document and to fully understand the risks and costs of creating DCSC and contributing into a Platform for the development and implementation of the DACSEE platform.
- f. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Platform.
- g. By transferring BTC and/or ETH to the relevant deposit address, and/or receiving

- DCSC, no form of partnership, joint venture, agency or any similar relationship between you and the Company and/or other individuals or entities involved with the deployment of the Platform and the setting up of the DACSEE platform is created.
- h. The contribution into the Platform will not involve any Fiat currencies and will strictly be done in cryptocurrencies (BTC and ETH only).

#### 4. **Cancellation; Refusal of Purchase Requests**

Your purchase of Tokens from us during the Sale Period is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation, and (ii) if a sales minimum is established and the Sale Period fails to sell a minimum number of Tokens, then Ether or other cryptocurrency sent by you to purchase Tokens may be returned and the purchase and sale will be considered not made. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion. We will provide you web-based support only, which may include email, web forums, and knowledge base support. We will not provide telephone or live support. Our support email is [info@dacsee.io](mailto:info@dacsee.io).

#### 5. **Token Sale Procedures and Specifications**

Important information about the procedures and material specifications of our Token sale is provided in the [Token Contribution](#) section of our website, including, but not limited to, details regarding the timing and pricing of the Token sale, the amount of Tokens we will sell, and our anticipated use of the Token sale proceeds as follows: The Token pre-sale will begin on or around December 1, 2017 and continue for approximately 3 months, until February 28, 2017, at which point the Sale Period will begin on March 1, 2018 until May 31, 2018. The actual launch of the Token sale will be announced at the address posted on [www.dacsee.io](http://www.dacsee.io). DACSEE has allotted 66% of its total DCSC supply for the Token Sale, and up to 50% of that is allotted for the pre-sale. Full details can be found at our [Token Contribution](#) section of our website.

By purchasing Tokens, you acknowledge that you understand and have no objection to these procedures and material specifications. This information is incorporated by reference as if fully set forth herein.

- a. Delivery Date. After completion of the Token sale, the account you used to purchase Tokens will be credited with the appropriate number of Tokens from the total amount of Tokens you purchased during the Token sale (the “**Resulting Distribution**”).
- b. Delivery Method. All deliveries from the Resulting Distribution will be made electronically. Deliveries will be made directly to the account, address or wallet associated with your Token purchase.
- c. Third Party Payment Processor. If you purchase Bitcoin and/or Ether, or acquire Bitcoin and/or Ether using a third party payment processor (e.g., ShapeShift, YUNBI, Gatecoin), that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Bitcoin and/or Ether. We are not responsible for any loss of funds due to the use of a third party payment processor.

#### 6. **Acknowledgement and Assumption of Risks**

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens for providing or receiving Services on the Platform, as disclosed and explained in the [Risk Disclosures](#) Section. If you have any questions regarding these risks, please contact us at [info@dacsee.io](mailto:info@dacsee.io). BY PURCHASING TOKENS, YOU EXPRESSLY

## ACKNOWLEDGE AND ASSUME THESE RISKS.

### 7. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold DCSC you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your DCSC. We are not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of DCSC Tokens nor are we under any obligation to recover any DCSC Tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) DCSC Tokens.

### 8. Personal Information

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling DCSC to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell DCSC to you until you provide such requested information and we have determined that it is permissible to sell you DCSC under applicable law or regulation.

### 9. Taxes

The purchase price that you pay for DCSC is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of DCSC, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of DCSC.

### 10. Representations and Warranties

By purchasing Tokens, you represent and warrant that:

- a. You are not a citizen or resident of a country whose legislation conflicts with the present sale of Tokens and/or the Platform in general;
- b. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;
- c. You have read and understand these Terms (including the totality of the White Paper to which these Terms also apply);
- d. You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;
- e. You understand that the Tokens confer only the right to provide and receive Services on the Platform and confer no other rights of any form with respect to the Platform or Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- f. You are not purchasing Tokens for any uses or purposes other than to provide or receive Services on the Platform, including, but not limited to, any investment, speculative or other financial purposes;
- g. Your purchase of 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 the purchase of the Tokens 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;
- h. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
  - i. If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
  - j. You are not a resident or domiciliary of New York State or purchasing Tokens from a location in New York State, and you are not purchasing Tokens from countries or regions comprehensively sanctioned by the US Office of Foreign Assets Control (OFAC) (including countries currently sanctioned by the US OFAC such as Ukraine, Cuba, Iran, North Korea, Sudan and Syria) or on behalf of governments of these countries or regions, nor will you use the Tokens to conduct or facilitate any transactions with persons or entities located in these countries or regions; and
  - k. You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable comprehensive country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons, Unverified, or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons or Foreign Sanctions Evaders Lists, or the U.S. Department of State's Debarred Parties List. You also will not use the Tokens to conduct or facilitate any transactions with such persons described above. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.
  - l. You understand and acknowledge that title to and risk of loss of the Tokens you receive passes from the Company to you in Thailand.
  - m. You are of a sufficient age to legally obtain and use DCSC; and
  - n. You understand with regard to DCSC, that we make no guarantees that you will be able to resell DCSC, or as to its future value, and that no market liquidity may be guaranteed and that the value of DCSC over time may experience extreme volatility or depreciate in full.

## 11. Indemnification

- a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of DCSC, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- b. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10(a). This indemnity is in addition

to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## **12. Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE 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; (B) WE DO 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 (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE TOKENS IN YOUR RESULTING DISTRIBUTION.

YOU UNDERSTAND THAT TOKENS, BITCOIN NETWORK, BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL, BITCOIN AND ETHER ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS.

TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, AND NETWORK HACKING. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, BITCOIN, ETHER, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT, OR HACK.

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.

## **13. Limitation of Liability**

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY 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 DCSC 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 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), 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 DCSC, EXCEED THE AMOUNT YOU PAY TO US FOR DCSC.

(B) THE LIMITATIONS SET FORTH IN SECTION 13(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

(C) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

#### 14. Release

To the fullest extent permitted by applicable law, you release Company and the Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

#### 15. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- a. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") 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, you and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- b. **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and Company 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.
- c. **Arbitration Rules.** The enforceability of this Section 15 will be both substantively and procedurally governed by and construed and enforced in accordance with the



International Chamber of Commerce Rules of Arbitration, to the maximum extent permitted by applicable law.

- d. **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at [legal@dacsee.io](mailto:legal@dacsee.io). Notice to you shall either be posted on our website or, if available, will be sent by email to any email address you provided in connection with your purchase of DCSC Tokens or use of the DACSEE Platform or Services. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15a, file a claim in court.
- e. **Process.** Any arbitration will occur in Thailand. The arbitration will be conducted confidentially by a single arbitrator appointed by the Thailand Chamber of Commerce in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference. The courts located in Thailand will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.
- f. **Authority of Arbitrator.** These Terms, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- g. **Arbitration Rules.** The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.
- h. **Severability of Dispute Resolution and Arbitration Provisions.** If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15b above are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

## 16. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of Thailand, without regard to conflict of law rules that would cause the application of the laws of any

other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of Thailand.

## **17. Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## **18. Modifications to the Terms.**

We may modify these Terms and the Network Terms and Policies at any time by posting a revised version on the DACSEE site, other channel we make available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the DACSEE site and other channels regularly for modifications. Your continued use of Tokens or the DACSEE platform after any modification become effective constitutes your acceptance of the modification. We last modified these Terms on the date listed at the beginning of these Terms.

## **19. Miscellaneous**

These Terms constitute the entire agreement between you and us relating to your purchase of DCSC from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at <https://dacsee.io> and update the “Last Updated” date above. We may also attempt to notify you through the DCSC website at <https://dacsee.io>. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing DCSC from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

## **20. Forward Looking Statements**

This Terms, the Website, the White Paper and any other information provided by the Company or its’ representatives in writing or orally may include forwardlooking statements. Often, but not always, forwardlooking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta”, “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements in different languages that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forwardlooking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forwardlooking statements. Although the Company believes it has a reasonable basis for making these forwardlooking statements, you must not place undue reliance on such

forwardlooking information. By its nature, forwardlooking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forwardlooking statements will not occur.

## **RISK DICLOSURES**

Last Updated: September 29th, 2017

- a. **Risk of Losing Access to DCSC Due to Wallet Incompatibility:** A valid Bitcoin address from a compatible bitcoin wallet and/or ERC20 Ethereum address from an ERC20 compatible wallet like Parity, Mist, MyEtherWallet, or Metamask is required to receive your DCSC because your DCSC will be delivered to this address. Non-ERC20 compatible wallet addresses will not be accepted. In addition, the Ethereum address used must not be associated with a third party exchange or service that has custody over the private key. You must own the private key if your address is an exchange address.
- b. **Risks Associated with the Ethereum Protocol:** DCSC and the DACSEE platform are based on the Ethereum protocol. As such, any malfunction, unintended function, unexpected functioning of or attack on the Ethereum protocol may cause the DACSEE platform or DCSC to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum protocol, may itself lose value in ways similar to DCSC, and also other ways.
- c. **Risks Associated with Purchaser Credentials:** Any third party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your DCSC. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct address to send you your DCSC. If you give us the incorrect address to send your DCSC to, we are not responsible for any loss of DCSC that may occur.
- d. **Risk of Unfavorable Regulatory Action in One or More Jurisdictions:** Blockchain technologies and token sales have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the DACSEE platform and DCSC could be impacted by one or more regulatory inquiries or actions, including the licensing of or restrictions on the use, sale, or possession of digital tokens like DCSC, which could impede, limit or end the development of the DACSEE platform and increase legal costs.
- e. **Risk of Alternative, Unofficial DACSEE platform:** Following the Token Contribution Program and the development of the initial version of the DCSC platform, it is possible that alternative applications could be established, which use the same open source code and protocol underlying the DACSEE platform. The official DACSEE platform may compete with these alternative, unofficial DCSC-based applications, which could potentially negatively impact the DACSEE platform and DCSC, including its value.
- f. **Risk of Insufficient Interest in the DACSEE platform or Distributed Applications:** It is possible that the DACSEE platform will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of distributed applications. Such a lack of interest could negatively impact DCSC and the DACSEE platform.
- g. **Risk that the DACSEE platform, As Developed, Will Not Meet the Expectations of DACSEE or the Purchaser:** The DACSEE platform is presently under development and may undergo significant changes before release. Any expectations or assumptions regarding the form and functionality of the DACSEE platform or DCSC (including participant behavior) held by DACSEE or the purchaser may not be met upon release, for any number of reasons including mistaken assumptions or analysis, a change in the design and implementation plans and execution of the DACSEE platform.

- h. **Risk of Unfavorable Fluctuation of Bitcoin and/or Ether and Other Currency**  
**Value:** The Company team correctly intends to use the proceeds from selling DCSC to fund the maintenance and development of the DACSEE platform, as described further in the White Paper. The proceeds of the Token Contribution Program will be denominated in Bitcoin and Ether, and converted into other cryptographic and fiat currencies. If the value of Bitcoin and/or Ether or other currencies fluctuates unfavorably during or after the Token Issuance Program, the Company team may not be able to fund development, or may not be able to develop or maintain the DACSEE platform in the manner that it intended.
- i. **Risks from Taxation:** The tax characterization of DCSC is uncertain. You must seek your own tax advice in connection with purchasing DCSC, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements.
- j. **Risk of Theft and Hacking:** Hackers or other groups or organizations or countries may attempt to interfere with the DACSEE platform or the availability of DCSC in any number of ways, including service attacks, Sybil attacks, spoofing, smurfing malware attacks, or consensus based attacks, or phishing, or other novel methods that may or may not be known to steal Tokens.
- k. **Risk of Security Weaknesses in the DACSEE platform Core Infrastructure**  
**Software:** The DACSEE platform consists of open source software that is based on other open source software. There is a risk that the DACSEE team or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the DACSEE platform interfering with the use of or causing the loss of DCSC.
- l. **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 and the DACSEE platform, which could result in the theft or loss of DCSC.
- m. **Risk of DCSC Mining Attacks:** As with other decentralized cryptographic tokens and cryptocurrencies, the blockchain used for the DACSEE platform is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, selfish-mining attacks, and race condition attacks. Any successful attacks present a risk to the DACSEE platform, DCSC, and expected proper execution and sequencing of Ethereum contract computations. Despite the efforts of the DACSEE team, the risk of known or novel mining attacks exists.
- n. **Risk of Lack of Adoption or Use of the DACSEE platform:** While DCSC should not be viewed as an investment, it may have value over time. That value may be limited or non-existent if the DACSEE platform lacks use and adoption. If this becomes the case, there may be few or no markets following the launch of the platform, potentially having an adverse impact on DCSC.
- o. **Risk of an Illiquid Market for DCSC:** The Company is not aware of any a marketplace for DCSC and there may never be any such marketplace for DCSC. There are currently no exchanges upon which DCSC would trade. If ever exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may therefore be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on DCSC.
- p. **Risk of Uninsured Losses:** Unlike bank accounts or accounts at some other financial institutions, funds held using the DACSEE platform or Ethereum network are generally uninsured. In the event of any loss, there is no public insurer, such as the FDIC, or private insurer, to offer recourse to the purchaser.
- q. **Risk of Dissolution of the DACSEE Project:** It is possible that, due to any number of reasons, including an unfavorable fluctuation in the value of Bitcoin and/or Ether, development issues with the DACSEE platform, the failure of business relationships, or

competing intellectual property claims, the DACSEE project may no longer be viable as a business or otherwise and may dissolve or fail to launch.

- r. **Risk of Malfunction in the DACSEE platform:** It is possible that the DACSEE platform malfunctions in an unfavorable way, including one that result in the loss of DCSC.
- s. **Unanticipated Risks:** Cryptographic tokens are a new and untested technology. In addition to the risks discussed in the White Paper and these Terms, there are risks that the DACSEE team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.