



TERMS OF SERVICE AGREEMENT

**DAMREV (Pty) Ltd "DAMREV",
Registration Number 2023/162999/07**

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DAMREV Token Proprietary Limited with Registration Number 2024/356679/07 is a wholly owned subsidiary of DAMREV Proprietary Limited. Collectively, these entities constitute "**DAMREV.**"

DAMREV is a leading FinTech service provider specializing in ISO 20022 Blockchain Tokenization and Smart Contract Development. The company focuses on Security Token Offerings (STOs) and employs the Stellar Blockchain to tokenize real-world assets.

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VERSION HISTORY.

Version	Release Date	Notes
1.0	26 June 2024	Original Published Version

TABLE OF CONTENTS.

1. INTRODUCTION.....	7
1.1. REPRESENTATIONS AND AUTHORITY.....	7
1.2. ACCEPTANCE OF TERMS.....	7
1.3. CHANGES TO TERMS.....	7
1.4. PRIVACY POLICY.....	8
2. SERVICES.....	8
2.1. SERVICE OVERVIEW.....	8
2.2. DAMREV PRODUCTS AND SERVICES.....	9
2.3. FEES AND CHARGES.....	11
3. REPRESENTATIONS AND WARRANTIES.....	13
3.1. LEGAL CAPACITY.....	13
3.2. COMPLIANCE WITH LAWS.....	14
3.3. PROHIBITED ACTIVITIES.....	14
3.4. TECHNICAL EXPERTISE.....	16
3.5. DATA ACCURACY.....	18
4. PROPRIETARY RIGHTS.....	18
4.1. OWNERSHIP.....	18
4.2. OPEN-SOURCE SOFTWARE.....	18
4.3. TRADEMARKS.....	19
4.4. FEEDBACK.....	19
4.5. EXTERNAL SITES.....	20
5. USER CODE AND USER CONTENT.....	20
5.1. USER CODE.....	20
5.2. LICENSE TO USER CODE.....	21

5.3.	LICENSE TO USER CONTENT.....	21
5.4.	USER CODE AND USER CONTENT RESPONSIBILITY.....	22
5.5.	COMPLIANCE WITH GUIDELINES.....	22
6.	CHANGES; SUSPENSION AND TERMINATION.....	23
6.1.	CHANGES TO SERVICES.....	23
6.2.	LIABILITY FOR CHANGES.....	23
6.3.	TERM SURVIVAL.....	23
7.	ELECTRONIC NOTICES.....	23
7.1.	CONSENT TO ELECTRONIC COMMUNICATIONS.....	24
7.2.	MAINTAINING COPIES.....	24
8.	INDEMNIFICATION.....	24
8.1.	INDEMNIFICATION OBLIGATION.....	24
8.2.	CONTROL OF PROCEEDINGS.....	25
9.	DISCLAIMERS.....	25
9.1.	GENERAL DISCLAIMERS.....	25
9.2.	REGULATORY STATUS.....	26
9.3.	SOFTWARE AND PROTOCOLS.....	27
9.4.	SERVICE AVAILABILITY.....	28
9.5.	SECURITY RISKS.....	28
10.	EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.....	30
10.1.	LIMITATION ON DAMAGES.....	30
11.	LIMITATION OF LIABILITY.....	31
12.	RELEASE.....	31
13.	DISPUTE RESOLUTION AND ARBITRATION.....	32
13.1.	ARBITRATION AGREEMENT.....	32
13.2.	ARBITRATION PROCESS.....	32

13.3.	ARBITRATION GOVERNANCE	33
13.4.	CONFIDENTIALITY.....	34
13.5.	ARBITRATION FEES.	34
13.6.	OPT-OUT.....	34
13.7.	SEVERABILITY.	35
14.	GOVERNING LAW.	35
15.	RISK FACTORS.....	36
15.1.	GENERAL RISKS.....	36
16.	MISCELLANEOUS.....	43
16.1.	ADDITIONAL RIGHTS AND REMEDIES.	43
16.2.	FORCE MAJEURE.	44
16.3.	ASSIGNMENT.	44
16.4.	HEADINGS.	44
16.5.	ENTIRE AGREEMENT.....	44

1. INTRODUCTION.

These terms of service, together with any documents and additional terms they incorporate by reference (collectively, these "**Terms**"), are entered into between DAMREV Proprietary Limited ("**DAMREV**," "**we**," "**us**," and "**our**") and you or the company or other legal entity that you represent ("**you**" or "**your**"). By accessing or using any part of our site located at damrev.com and all associated sites (the "**Website**") and our Services (defined below), you agree to become bound by the terms and conditions of these Terms.

1.1. REPRESENTATIONS AND AUTHORITY.

If you use the Services on behalf of a company, organization, or other entity, then "**you**" includes you and that entity, and you represent and warrant that:

- 1.1.1. You are an authorized representative of the entity with the authority to bind the entity to these Terms.
- 1.1.2. You agree to these Terms on the entity's behalf.

1.2. ACCEPTANCE OF TERMS.

If you do not agree to these Terms or do not have the authority to bind your organization on whose behalf you are using the Services, you must not access or use our Website or the Services.

1.3. CHANGES TO TERMS.

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes using commercially reasonable means, such as by sending an email, providing a notice through the Website or our Services, or updating the date at the top of these Terms. Unless we say otherwise in our notice, any modifications are effective immediately, and your continued use of the Website or our Services will confirm your

acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

1.4. PRIVACY POLICY.

Please refer to our privacy policy available at www.damrev.com/legal/ for information about how we collect, use, share, and otherwise process information about you. In addition, you agree to comply with the DAMREV Community Code of Conduct with respect to any interactions on or arranged through the Website.

2. SERVICES.

This section outlines the various services provided by DAMREV through its network. It covers the resources, data, and computational services available to users, including specifics on how these services are offered, the associated costs, and the mechanisms for accessing and utilizing them.

2.1. SERVICE OVERVIEW.

The Website provides users access to a wide array of resources, documentation, and services aimed at enhancing the tokenization and management of real-world assets. These services include, but are not limited to:

- 2.1.1. **Resources, data, and computation services** provided by decentralized networks of node operators.
- 2.1.2. **Selling usage of specific data via data feeds, APIs, and various payment capabilities** directly to smart contracts integrating DAMREV software (collectively referred to as the "DAMREV Network").
- 2.1.3. **Information and resources for the DAMREV Network community**, all collectively referred to as the "Services".

2.2. DAMREV PRODUCTS AND SERVICES.

DAMREV offers a range of specialized products and services designed to facilitate the tokenization of real-world assets and ensure seamless digital asset management. Below are detailed descriptions of these offerings:

2.2.1. **DAMREV Network:** The DAMREV Network is a robust, scalable platform built on the Stellar blockchain. It empowers global transactions through a secure asset tokenization framework, enabling the seamless integration of real-world assets into the digital space. This platform supports various types of assets, including real estate, commodities, and intellectual property, providing a comprehensive solution for modern asset management. Key Features of the DAMREV Network:

2.2.1.1. **Resilient Blockchain Infrastructure:**

Utilizes Stellar blockchain for high security and scalability.

2.2.1.2. **Global Transactions:** Facilitates cross-border transactions with minimal friction.

2.2.1.3. **Asset Tokenization:** Converts real-world assets into digital tokens, enhancing liquidity and accessibility.

2.2.2. **DAMREV Oracle:** The DAMREV Oracle is an advanced governance protocol that integrates on-chain and off-chain governance systems, providing a seamless and automated solution for regulatory compliance and stakeholder engagement.

Key Features of the DAMREV Oracle:

2.2.2.1. **Governance Automation:** Utilizes smart contracts to automate compliance and governance processes.

2.2.2.2. **Regulatory Compliance:** Ensures adherence to global regulatory standards, enhancing trust and security.

- 2.2.2.3. **Stakeholder Engagement:** Facilitates transparent and efficient interaction between stakeholders.
- 2.2.3. **DAMREV Swap:** DAMREV Swap is an efficient and secure protocol designed for the seamless exchange of tokenized assets. It enables uninterrupted trading, providing liquidity and enhancing market efficiency. Key Features of the DAMREV Swap:
 - 2.2.3.1. **Seamless Exchange:** Facilitates quick and secure trading of tokenized assets.
 - 2.2.3.2. **Enhanced Liquidity:** Increases market liquidity through efficient asset swapping mechanisms.
 - 2.2.3.3. **Security:** Employs advanced security protocols to protect transactions.
- 2.2.4. **DAMREV Wallet:** The DAMREV Wallet is a secure, user-friendly digital wallet designed for managing, storing, and trading tokenized assets. It offers high levels of transparency and security, ensuring that users have complete control over their digital assets. Key Features of the DAMREV Wallet:
 - 2.2.4.1. **User-Friendly Interface:** Provides an intuitive and easy-to-use interface for asset management.
 - 2.2.4.2. **Security:** Incorporates robust encryption and security measures to protect assets.
 - 2.2.4.3. **Transparency:** Offers clear and transparent transaction records.
- 2.2.5. **Real-World Asset (RWA) Tokenization and Security Token Offering (STO):** DAMREV specializes in the tokenization of real-world assets (RWA) and security token offerings (STOs), providing a bridge between physical assets and the digital economy. This service enhances liquidity, democratizes access to investments, and ensures regulatory compliance. Key

Features of Real-World Asset (RWA) Tokenization and Security Token Offering (STO):

- 2.2.5.1. **RWA Tokenization:** Converts tangible assets into digital tokens, making them more accessible and tradable.
- 2.2.5.2. **STO Services:** Facilitates the issuance of security tokens, providing a compliant and secure investment framework.
- 2.2.5.3. **Regulatory Compliance:** Adheres to global financial regulations, ensuring secure and lawful transactions.

By integrating these products and services, DAMREV offers a comprehensive platform for digital asset management, ensuring secure, efficient, and transparent transactions for a wide range of assets. This holistic approach positions DAMREV at the forefront of the digital asset revolution, providing unparalleled solutions for asset tokenization and management.

2.3. FEES AND CHARGES.

Some Services offered by us or other participants in the DAMREV Network require payment or otherwise involve the use of an underlying blockchain or other decentralized or permissioned infrastructure ("**Distributed Ledger Technology**"). For transactions on the DAMREV Network, which is built on the Stellar blockchain, you may need to pay network fees. Stellar does not use "**gas**" like Ethereum and other proof of Work blockchains; instead, it has a minimal transaction fee to prevent spam and ensure network security.

2.3.1. Stellar Blockchain Fees and Protocols:

- 2.3.1.1. **Network Fees:** Transactions on the Stellar network are subject to a minimal fee, typically a fraction of a cent, to prevent spam and abuse. The current base fee is 0.00001 XLM (Lumens), which

is extremely low compared to other blockchain networks.

2.3.1.2. **Trust Lines:** In the Stellar network, trust lines must be established between accounts to hold assets other than Lumens. A trust line is a record that an account can hold a particular asset issued by another account. Trust lines help in maintaining network integrity and trust.

2.3.1.3. **Protocol Version:** Stellar operates on an evolving protocol version that may be updated to improve functionality and security. Users should ensure they are aware of the current protocol version and any updates that may affect their transactions.

2.3.1.4. **Types of Blockchain:** Stellar is a public, open-source blockchain designed to facilitate cross-asset transfers of value. It uses a unique consensus protocol called the Stellar Consensus Protocol (SCP), which ensures decentralized control, low latency, flexible trust, and asymptotic security.

2.3.2. **Transaction Management:**

You acknowledge and agree that DAMREV has no control over any Distributed Ledger Technology transactions, the method of payment of any fees, or any actual payments of fees. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens (e.g., XLM for Stellar) stored at your Distributed Ledger Technology-compatible wallet address ("**Distributed Ledger Technology Address**") to complete any transaction on the DAMREV Network or the Stellar blockchain before initiating such a transaction.

2.3.3. **Ensuring Sufficient Balance:**

To perform transactions on the Stellar network through the DAMREV Network, you must:

- 2.3.3.1. Maintain a sufficient balance of Lumens (XLM) in your wallet to cover transaction fees.
- 2.3.3.2. Establish necessary trust lines for any non-Lumen assets you intend to hold or trade.
- 2.3.3.3. Stay updated on protocol changes that might impact transaction fees or procedures.

By using the DAMREV Network and Stellar blockchain, you agree to comply with all applicable fee structures and ensure your transactions adhere to the requirements of the Stellar network protocols.

3. REPRESENTATIONS AND WARRANTIES.

In this section, users' representations and warranties are detailed, emphasizing the user's commitment to legal compliance, accuracy of provided information, and the technical expertise required for engaging with DAMREV's services. It also addresses the conditions under which users can access and use the services.

3.1. LEGAL CAPACITY.

To use the Website or Service, you must be able to form a legally binding contract online either on behalf of the entity on whose behalf that you are using the Website or Services, or as an individual if you are using the Website or the Services in your personal capacity. Accordingly, you represent that you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full right, power, and authority to enter into and to comply with the obligations under these Terms.

3.2. COMPLIANCE WITH LAWS.

You represent and warrant that you are not a citizen or resident of a state, country, territory, or other jurisdiction that is sanctioned or embargoed by South Africa or where your use of the Website or the Services would be illegal or otherwise violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement, or guideline, published or in force which applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event, or other matter, including any rule, order, judgment, directive, or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local, or other governmental, regulatory, judicial, or administrative authority having jurisdiction over DAMREV, you, the Website, or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity ("**Applicable Law**").

3.3. PROHIBITED ACTIVITIES.

As a condition to accessing or using the Website or the Services, you represent, warrant, and agree that you will not:

- 3.3.1. Violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended from time to time.
- 3.3.2. Export, reexport, or transfer, directly or indirectly, any DAMREV technology or DAMREV Network data in violation of applicable export laws or regulations.
- 3.3.3. Infringe on or misappropriate any third-party intellectual property rights or other third-party rights, including any unauthorized use of data, breaches of DAMREV Network third-party service provider terms, or committing a tort while using the Website or the Services.

- 3.3.4. Misrepresent the truthfulness, sourcing, or reliability of any content on the Website or through the Services.
- 3.3.5. Use the Website or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website, Services, or the DAMREV Network, or that could damage, disable, overburden, or impair the functioning of the Website, Services, or the DAMREV Network in any manner.
- 3.3.6. Attempt to circumvent any content filtering techniques or security measures that DAMREV employs on the Website or the Services, or attempt to access any service or area of the Website or the Services that you are not authorized to access.
- 3.3.7. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Website or Services or to extract data.
- 3.3.8. Introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism, or other harmful material into the Website or the Services.
- 3.3.9. Post content or communications on the Website or through the Services (including User Content (as defined below)) that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or in violation of the DAMREV Community Code of Conduct.
- 3.3.10. Post content on the Website or through the Services containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service.
- 3.3.11. Encourage, induce, or assist any third party to engage in any of the activities prohibited under these Terms.

3.4. TECHNICAL EXPERTISE.

You represent and warrant that you:

3.4.1. Technical Evaluation:

- 3.4.1.1. Have the necessary technical expertise and ability to review and evaluate the security, integrity, and operation of any DAMREV Tokens that you decide to acquire, sell, or use.
- 3.4.1.2. Understand the workings of the Stellar blockchain, including how transactions are validated and recorded.
- 3.4.1.3. Are familiar with the concepts of trust lines and how they function in managing non-native assets on the Stellar network.

3.4.2. Informed Decision-Making:

- 3.4.2.1. Have the knowledge, experience, understanding, professional advice, and information to make your own evaluation of the merits, risks, and applicable compliance requirements under Applicable Law of any DAMREV Token.
- 3.4.2.2. Are aware of the implications of using blockchain technology, specifically the Stellar network, for asset tokenization and transactions.

3.4.3. Risk Awareness:

- 3.4.3.1. Know, understand, and accept the risks associated with your use of the DAMREV Network, your Distributed Ledger Technology Address, the Distributed Ledger Technology, DAMREV Tokens, and other network tokens.
- 3.4.3.2. Are aware of the potential threats and vulnerabilities specific to the Stellar blockchain, including but not limited to:

- 3.4.3.2.1. **Consensus Failures:** Unlike proof-of-work blockchains, Stellar uses the Stellar Consensus Protocol (SCP). Any weaknesses or exploits in this protocol could impact the network.
- 3.4.3.2.2. **Network Attacks:** Stellar could be subject to various network attacks, such as:
- 3.4.3.2.3. **Sybil Attacks:** Where an attacker creates multiple fake identities to gain a disproportionately large influence.
- 3.4.3.2.4. **Censorship Attacks:** Attempts to prevent or delay certain transactions.
- 3.4.3.2.5. **Transaction Flooding:** Flooding the network with transactions to slow down or disrupt the network.
- 3.4.3.2.6. **Cryptographic Vulnerabilities:** Advances in cryptographic techniques or the discovery of flaws in existing cryptographic algorithms used by Stellar could compromise the security of the network.
- 3.4.3.2.7. **Protocol Updates:** Changes or updates to the Stellar protocol might introduce new vulnerabilities or affect the network's operation.
- 3.4.3.2.8. **Regulatory Risks:** Changes in regulatory environments can impact the legality and usability of the Stellar network and associated tokens.
- 3.4.3.2.9. **Dependence on Validators:** The security and performance of the Stellar network depend on the honest and efficient operation of its validators.

By using the DAMREV Network and participating in transactions involving DAMREV Tokens or other digital assets on the Stellar blockchain, you acknowledge and accept these risks and represent that you have the necessary expertise to understand and manage them.

3.5. DATA ACCURACY.

The DAMREV Network enables access to data from multiple sources, and you acknowledge and agree that the accuracy, availability, or quality of data provided via the DAMREV Network may be impacted by various factors, including as a result of the underlying data being of low quality, volatile, or otherwise compromised at the data source.

4. PROPRIETARY RIGHTS.

This section explains the ownership and licensing of the intellectual property related to the DAMREV Network, including the software, protocols, trademarks, and other proprietary materials. It details the rights retained by DAMREV and the limited license granted to users.

4.1. OWNERSHIP.

Excluding any open-source software or third-party software that the Website or the Services incorporate, as between you and DAMREV, DAMREV owns the Website and the Services, including all technology, content, and other materials used, displayed, or provided on the Website (including all intellectual property rights), and hereby grants you a limited, revocable, non-transferable license to access and use those portions of the Website and the Services that are proprietary to DAMREV in accordance with their intended uses and using their designated public interfaces.

4.2. OPEN-SOURCE SOFTWARE.

Certain of the Services are governed by the most recent version of the open-source license, commonly known as the MIT License, and any

other applicable licensing terms for the Website and the Services in these Terms (collectively, the "**DAMREV License**"). You acknowledge that the Website, the Services, or the DAMREV Network may use, incorporate, or link to certain open-source components and that your use of the Website, Services, and/or the DAMREV Network is subject to, and you will comply with, any applicable open-source licenses that govern any such open-source components (collectively, "**Open-Source Licenses**").

4.3. TRADEMARKS.

Any of DAMREV's product or service names, logos, and other marks used in the Website or as a part of the Services, including DAMREV's name and logo, are trademarks owned by DAMREV or its applicable licensors. You may generally use DAMREV's name and logo to refer to DAMREV's mission and activities provided that it does not in any way suggest or imply partnership or collaboration with, sponsorship or approval by, DAMREV. You may also indicate the relationship of your products and services to DAMREV's mission and activities by using an accurate descriptive term in connection with your product or service. You may not use DAMREV's name and logo in a manner that may cause confusion with others or result in genericization. DAMREV reserves its right to prohibit the use of DAMREV's marks by anyone at our sole discretion. Except as provided in the foregoing, you may not copy, imitate, or use DAMREV's marks without DAMREV's (or the applicable licensor's) prior written consent.

4.4. FEEDBACK.

DAMREV will be free to use, disclose, reproduce, license, and otherwise distribute and exploit any suggestions, comments, or other feedback provided by you to DAMREV with respect to the Website or Services ("**Feedback**") provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of intellectual property rights or otherwise.

4.5. EXTERNAL SITES.

The Website and the Services provide access to certain third-party websites ("**External Sites**") that provide third-party services, including services provided by DAMREV, or one of its subsidiaries or affiliates ("**Third Party Services**") solely as a convenience to you and not based on any affiliation with the External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator and reference the terms of use associated with such External Sites if you have any questions or concerns regarding such Third Party Services. We make no warranties or representations, express or implied, about such Third-Party Services. You acknowledge sole responsibility for and assume all risk arising from your use of any Third-Party Services.

5. USER CODE AND USER CONTENT.

Here, the guidelines and rules for submitting and managing user-generated code and content on the DAMREV Network are provided. It outlines the rights users grant to DAMREV regarding their submissions and the responsibilities users hold for their content.

5.1. USER CODE.

The Website and the Services permit users to run certain code via the DAMREV Network ("**User Code**"), distribute or publish certain data on-chain, streaming live and pre-recorded audio-visual works, to use services, such as chat, bulletin boards, forum or blog postings, wiki contributions and to participate in other activities in which you may create, post, transmit, perform, or store content, videos, or other materials through the Website or the Services (collectively, "**User Content**"). All User Content must comport with these Terms and the DAMREV Community Code of Conduct.

5.2. LICENSE TO USER CODE.

If you submit User Code in connection with any Services, you hereby grant DAMREV, its affiliates, and any third-party Service Providers to the DAMREV Network a worldwide, irrevocable, perpetual, non-exclusive, fully paid up, and royalty-free right to use, reproduce, or store such User Code solely for the purposes of:

5.2.1. Providing or performing the Services.

5.2.2. Distributing or promoting the DAMREV Network and Services.

5.2.3. Developing and improving the DAMREV Network and the Services.

5.3. LICENSE TO USER CONTENT.

If you submit, transmit, display, perform, post, or store User Content using the Website, you grant DAMREV and its sublicensees, to the fullest extent and for the maximum duration permitted by Applicable Law (including in perpetuity if permitted under Applicable Law), an unrestricted, worldwide, irrevocable, fully sublicensable, non-exclusive, and royalty-free right to:

5.3.1. Use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content in any form, format, media, or media channels now known or later developed or discovered.

5.3.2. Use the name, identity, likeness, and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness, and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that DAMREV and its sublicensees are allowed to use them to the extent indicated in these Terms. To the furthest extent permitted by Applicable Law, you hereby agree that

DAMREV shall not be liable for any unauthorized copying, use, or distribution of User Content by third parties and release and forever waive any claims you may have against DAMREV for any such unauthorized copying or usage of the User Content, under any theory.

5.4. USER CODE AND USER CONTENT RESPONSIBILITY.

You are solely responsible for your User Code and User Content and the consequences of posting or publishing it on the Website or through the use of the Services. You represent and warrant that:

- 5.4.1. You are the creator and owner of the User Code or User Content or otherwise have sufficient rights and authority to grant the rights granted herein.
- 5.4.2. Your User Code or User Content does not and will not:
- 5.4.3. Infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- 5.4.4. Defame any other person.
- 5.4.5. Your User Code or User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code.

5.5. COMPLIANCE WITH GUIDELINES.

DAMREV reserves all rights and remedies against any users who breach these representations and warranties. Further, you agree that your User Content will comply with the guidelines issued by the U.S. Federal Trade Commission from time to time, as well as any other advertising guidelines required under applicable law. You are solely responsible for any endorsements or testimonials you make regarding any product or service through the Website.

6. CHANGES; SUSPENSION AND TERMINATION.

This section describes the circumstances under which DAMREV may modify, suspend, or terminate services. It explains the potential impacts of such actions on users and the conditions under which users' access to the network and services might be affected.

6.1. CHANGES TO SERVICES.

The DAMREV Network is intended to be decentralized and self-operating, with or without any Services provided by DAMREV. Accordingly, we may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services offered by DAMREV, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident, your violation of these Terms or, in DAMREV's good faith judgment, such changes, suspension or termination are necessary for the protection of the DAMREV Network.

6.2. LIABILITY FOR CHANGES.

We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Website or the Services.

6.3. TERM SURVIVAL.

All of these terms will survive any termination of your access to the Website or the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive.

7. ELECTRONIC NOTICES.

This section details how DAMREV will communicate with users electronically. It specifies the methods of communication, such as emails and notices on the

website, and the user's responsibility to keep their contact information up-to-date and regularly check for communications.

7.1. CONSENT TO ELECTRONIC COMMUNICATIONS.

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our "**Communications**") that we provide in connection with these Terms or any Services. You agree that we may provide our Communications to you by posting them on the Website or through the Services or by emailing them to you at the email address you provide in connection with using the Services.

7.2. MAINTAINING COPIES.

You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact our support team to request additional electronic copies of our Communications by filing a support request at support@damrev.com or for compliance-related inquiries at compliance@damrev.com.

8. INDEMNIFICATION.

Users agree to indemnify and hold DAMREV harmless from any claims, damages, or liabilities arising from their use of the services. This section outlines the user's responsibility to defend DAMREV against any legal actions resulting from their actions or violations of the terms.

8.1. INDEMNIFICATION OBLIGATION.

You will defend, indemnify, and hold harmless DAMREV, our members, directors, officers, employees, attorneys, agents, representatives, suppliers, licensors, and contractors (collectively, "**Protected Parties**") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost, or expense, including without limitation reasonable attorneys' fees, arising out of or relating to:

- 8.1.1. Your use of, or conduct in connection with, the Website, Services, the DAMREV Network, or DAMREV Tokens, Distributed Ledger Technology assets associated with your Distributed Ledger Technology Address, any other digital assets, any Feedback or User Content.
- 8.1.2. Your violation of these Terms.
- 8.1.3. Your violation of Applicable Law or regulations.
- 8.1.4. Any claims made by or against the Protected Parties by other members of the organization or entity on whose behalf you may be using the Website or Services.
- 8.1.5. Your infringement or misappropriation of the rights of any other person or entity.

8.2. CONTROL OF PROCEEDINGS.

If you are obligated to indemnify any Protected Party, DAMREV (or, at its discretion, the applicable Protected Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether DAMREV wishes to settle, and if so, on what terms.

9. DISCLAIMERS.

This section provides important disclaimers regarding the services offered by DAMREV. It includes statements about the limitations of DAMREV's responsibilities, the "as is" nature of the services, and the potential risks and uncertainties associated with using the services.

9.1. GENERAL DISCLAIMERS.

9.1.1. Encouragement of DAMREV Network Growth:

DAMREV Proprietary Limited seeks to encourage the continued growth and success of the DAMREV Network as a public good. DAMREV does not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services and therefore has no oversight, involvement, or control with respect to your transactions, including DAMREV Token

purchases and sales. DAMREV merely provides the platform and tools necessary for users to engage with the DAMREV Network.

9.1.2. Compliance with Applicable Laws:

You are responsible for complying with all laws and regulations applicable to your transactions, including, but not limited to, the Financial Intelligence Centre Act (FICA), the Financial Sector Regulation Act (FSRA), the Companies Act, and any other relevant laws and regulations in South Africa. This also includes compliance with any applicable international laws, such as the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission (CFTC), and the federal securities laws and the regulations promulgated thereunder by the U.S. Securities and Exchange Commission (SEC), where applicable.

9.2. REGULATORY STATUS.

9.2.1. DAMREV's Regulatory Standing in South Africa:

DAMREV Proprietary Limited, with Registration Number 2023/162999/07, is a leading FinTech service provider specializing in ISO 20022 Blockchain Tokenization and Smart Contract Development. DAMREV Token Proprietary Limited, with Registration Number 2024/356679/07, is a wholly owned subsidiary of DAMREV Proprietary Limited. Collectively, DAMREV Proprietary Limited and DAMREV Token Proprietary Limited shall be referred to as "DAMREV."

DAMREV Token Proprietary Limited is registered as an accountable institution with the Financial Intelligence Centre (FIC) under registration number 12345 and as a Juristic Representative for Category I Crypto Assets under the license of Pronexus Proprietary Limited (Registration Number

2020/059618/07). Pronexus is an Authorized Financial Services Provider (FSP 51616), a Registered Credit Provider (NCRCP17518), a registered Treasury Outsourcing Company with the South African Reserve Bank (SARB), and an accountable institution registered with the Financial Intelligence Centre (54269).

9.2.2. No Financial Regulatory Approval:

You understand that DAMREV is not registered or licensed by the CFTC, SEC, or any financial regulatory authority in any other jurisdiction. No financial regulatory authority has reviewed or approved the use of the open-source software utilized by the DAMREV Network. The Website, the Services, and the DAMREV open-source software do not constitute advice or a recommendation concerning any commodity, security, or other asset. DAMREV is not acting as an investment adviser or commodity trading adviser to any person.

9.3. SOFTWARE AND PROTOCOLS.

9.3.1. Open-Source Protocols:

DAMREV does not own or control the underlying software protocols that are used in connection with the DAMREV Tokens. In general, the underlying protocols are open-source, and anyone can use, copy, modify, and distribute them. DAMREV is not responsible for the operation of the underlying protocols, and DAMREV makes no guarantee of their functionality, security, or availability.

9.3.2. Stellar Blockchain:

DAMREV leverages the Stellar blockchain, a decentralized, open-source blockchain platform designed for fast, efficient, and scalable asset tokenization. The Stellar blockchain uses the

Stellar Consensus Protocol (SCP) to achieve consensus, providing high throughput and low transaction costs. Users interact with the Stellar network through "trust lines," which are necessary for holding and transferring non-native assets. Transactions on the Stellar network require a minimal network fee to prevent spam and are subject to the network's protocol version updates, which can impact the functionality and security of the network.

9.4. SERVICE AVAILABILITY.

9.4.1. "AS IS" and "AS AVAILABLE" Basis:

To the maximum extent permitted under Applicable Law, the Website and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an **"AS IS"** and **"AS AVAILABLE"** basis, and we expressly disclaim, and you hereby waive, any representations, conditions, or warranties of any kind, whether express or implied, legal, statutory, or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment, and non-infringement of third-party rights. Without limiting the foregoing, we do not represent or warrant that the Website or the Services (including any related data) will be uninterrupted, available at any particular time, or error-free. Further, we do not warrant that errors in the Website or the Service are correctable or will be corrected.

9.5. SECURITY RISKS.

9.5.1. Potential Security Threats:

You acknowledge that your User Code or User Content may be made public, and your data on the Website or through the Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes. To the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, misconduct by third-party service providers on the DAMREV Network, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third-party providers, Internet outages, force majeure events, or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

9.5.2. **Stellar Network Specific Risks:**

The Stellar blockchain, while robust, is not immune to risks. These include but are not limited to:

- 9.5.2.1. **Consensus Failures:** Weaknesses or exploits in the Stellar Consensus Protocol (SCP) could impact network reliability.
- 9.5.2.2. **Sybil Attacks:** Creating multiple fake identities to gain a disproportionately large influence on the network.
- 9.5.2.3. **Censorship Attacks:** Attempts to prevent or delay certain transactions.
- 9.5.2.4. **Transaction Flooding:** Flooding the network with transactions to slow down or disrupt the network.
- 9.5.2.5. **Cryptographic Vulnerabilities:** Advances in cryptographic techniques or the discovery of flaws in existing cryptographic algorithms used by Stellar could compromise the network.

9.5.2.6. **Protocol Updates:** Changes or updates to the Stellar protocol might introduce new vulnerabilities or affect the network's operation.

9.5.2.7. **Regulatory Risks:** Changes in regulatory environments can impact the legality and usability of the Stellar network and associated tokens.

By using the DAMREV Network and participating in transactions involving DAMREV Tokens or other digital assets on the Stellar blockchain, you acknowledge and accept these risks and represent that you have the necessary expertise to understand and manage them.

10. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.

In this section, DAMREV limits its liability for any incidental, indirect, special, or consequential damages that users might incur. It clarifies the extent of DAMREV's financial responsibility in the event of any losses or damages related to the use of its services.

10.1. LIMITATION ON DAMAGES.

In no event will DAMREV, together with any Protected Party, be liable for any incidental, indirect, special, punitive, exemplary, consequential, or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits, or other business or financial benefit) arising out of or in connection with the Website, the Services, and the DAMREV Network (and any of their content and functionality), any execution or settlement of a transaction, any performance or non-performance of the Services, your Distributed Ledger Technology assets, other digital assets, DAMREV Tokens, or any other product, service, or other item provided by or on behalf of a Protected Party, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not any Protected Party has been

advised of, knew of, or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy nor is DAMREV in any way responsible for the execution or settlement of transactions between users of DAMREV open-source software or the DAMREV Network.

11. LIMITATION OF LIABILITY.

In no event will the Protected Parties' aggregate liability arising out of or in connection with the Website, the Services, and the DAMREV Network (and any of their content and functionality), any performance or non-performance of the Services, your Distributed Ledger Technology assets, other digital assets, DAMREV Tokens, or any other product, service, or other item provided by or on behalf of a Protected Party, whether under contract, tort (including negligence), civil liability, statute, strict liability, or other theory of liability exceed the amount of fees paid by you to us under these Terms in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

12. RELEASE.

To the extent permitted by applicable law, in consideration for being allowed to use the Website, the Services, and/or the DAMREV Network, you and all other members of the entity or organization on whose behalf you are using the Website or Services and/or the DAMREV Network hereby release and forever discharge DAMREV and all Protected Parties from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Website, the Services, and/or the DAMREV Network (including any interactions with, or act or omission of, other Website or DAMREV Network users or any third-party services). YOU HEREBY

WAIVE ANY APPLICABLE PROVISION IN LAW OR REGULATION IN CONNECTION WITH THE FOREGOING, WHICH STATES IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

13. DISPUTE RESOLUTION AND ARBITRATION.

This section outlines the procedures for resolving disputes between users and DAMREV. It includes information on the arbitration process, the waiver of certain legal rights, and the jurisdiction and venue for any legal actions.

13.1. ARBITRATION AGREEMENT.

13.1.1. Please read the following section carefully because it requires you to arbitrate certain disputes and claims with DAMREV and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. In addition, arbitration precludes you from suing in court or having a jury trial.

13.1.2. You and DAMREV agree that any dispute arising out of or related to these Terms or our Services is personal to you and DAMREV and that any dispute will be resolved solely through individual action and will not be brought as a class arbitration, class action, or any other type of representative proceeding.

13.2. ARBITRATION PROCESS.

Except for small claims disputes in which you or DAMREV seeks to bring an individual action in small claims court located in the county or other applicable jurisdiction where you reside or disputes in which you or DAMREV seeks injunctive or other equitable relief for the alleged

unlawful use of intellectual property, you and DAMREV waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, for any dispute or claim that you have against DAMREV or relating in any way to the Services, you agree to first contact DAMREV and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to DAMREV by email at compliance@damrev.com. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the claim, and set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and DAMREV cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the Arbitration Foundation of Southern Africa ("**AFSA**"). All disputes submitted to AFSA will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Johannesburg, South Africa, in accordance with the AFSA Rules. The most recent version of the AFSA Rules are available on the AFSA website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AFSA Rules or waive your opportunity to read the AFSA Rules and waive any claim that the AFSA Rules are unfair or should not apply for any reason.

13.3. ARBITRATION GOVERNANCE.

You and DAMREV agree that the enforceability of this Section 13 will be substantively and procedurally governed by the South African Arbitration Act 42 of 1965, as amended, to the maximum extent permitted by applicable law. As limited by the Arbitration Act, these Terms and the AFSA Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only 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.

13.4. CONFIDENTIALITY.

The arbitrator, DAMREV, and you will maintain the confidentiality of any arbitration proceedings, judgments, and awards, including, but not limited to, all information gathered, prepared, and presented for purposes of the arbitration or related to the disputes. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

13.5. ARBITRATION FEES.

You and DAMREV agree that for any arbitration you initiate, you will pay the filing fee and you will pay the remaining AFSA fees and costs. For any arbitration initiated by DAMREV, DAMREV will pay all AFSA fees and costs. You and DAMREV agree that the courts of South Africa sitting in Johannesburg have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

13.6. OPT-OUT.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 13 by emailing us at compliance@damrev.com. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration.

13.7. SEVERABILITY.

If any portion of this Section 13 is found to be unenforceable or unlawful for any reason, the unenforceable or unlawful provision will be severed from these Terms, severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 13 or the parties' ability to compel arbitration of any remaining claims on an individual basis under this Section 13, and to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 13 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 13 will be enforceable. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 13.

14. GOVERNING LAW.

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Website, or the Services, will be governed by and construed and enforced in accordance with the laws of South Africa, as applicable, without regard to conflict of law rules or principles (whether of South Africa or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, the courts located in South Africa will have exclusive jurisdiction. You waive any objection to venue in any such courts.

15. RISK FACTORS.

Users are informed of the various risks associated with using the DAMREV Network and its services. This section details potential regulatory, technological, and market risks, as well as specific risks related to the Stellar blockchain, providing users with a comprehensive understanding of the potential challenges they may face.

15.1. GENERAL RISKS.

You acknowledge the following serious risks to any use of the Website or the Services or the DAMREV Token and expressly agree not to hold any Protected Parties liable should any of the following risks occur:

15.1.1. Risk of Regulatory Actions in One or More Jurisdictions:

The Website, the Services, or the DAMREV Token could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of DAMREV to continue to develop the Website or Services, or which could impede or limit your ability to use the Website, Services, or the DAMREV Token. This includes potential actions from regulatory authorities in South Africa, such as the Financial Sector Conduct Authority (FSCA), or international regulatory bodies.

15.1.2. Risk of Alternative, Unofficial DAMREV Networks:

It is possible that alternative DAMREV-based networks could be established, which utilize the same open-source code and open-source protocol underlying the DAMREV Network and/or Services. The DAMREV Network may compete with these alternative DAMREV-based networks, which could potentially negatively impact the DAMREV Network, the Services, and/or the DAMREV Token. These

alternative networks could fragment the community and dilute the value and utility of the DAMREV Network and DAMREV Tokens.

15.1.3. Risk of Insufficient Interest in the DAMREV Network or Distributed Applications:

It is possible that the DAMREV Network will not be used by a large number of external 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 impact the development of the DAMREV Network and potential uses of DAMREV Tokens. DAMREV cannot predict the success of its own development efforts or the efforts of other third parties.

15.1.4. Risk that the Website and Services, as Developed, Will Not Meet the Expectations of Users:

You recognize that the Website, Services, and the DAMREV Network are under development and may undergo significant changes over time. You acknowledge that any expectations regarding the form and functionality of the DAMREV Network held by you may not be met for any number of reasons, including changes in design and implementation plans, specifications, and execution of the Website, Services, or the DAMREV Network.

15.1.5. Risk of Security Weaknesses in the DAMREV Network Core Infrastructure Software:

The Website, Services, and the DAMREV Network rest on open-source software, and there is a risk that the Protected Parties, or other third parties not directly

affiliated with DAMREV, may introduce weaknesses or bugs into the core infrastructural elements of the Website, Services, or the DAMREV Network causing the system to lose DAMREV Tokens stored in one or more of your accounts or other accounts or lose sums of other valued tokens. Furthermore, despite our good faith efforts to develop and maintain the Website, Services, and the DAMREV Network, the Website, Services, and the DAMREV Network may experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Website, Services, the DAMREV Network, and DAMREV Tokens.

15.1.6. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography:

Cryptography is an art, not a science, and the state of the art can advance over time. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Website, Services, and the DAMREV Network, which could result in the theft or loss of DAMREV Tokens. To the extent within its control and otherwise possible, DAMREV intends to update the protocol underlying the Services and the DAMREV Network to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or guarantee that any security updates will be made in a timely or successful manner.

15.1.7. Risk of Blockchain Network Attacks:

Any blockchain used for the Services and/or the DAMREV Network may be susceptible to various types of attacks, including but not limited to:

- 15.1.7.1. **Double-Spend Attacks:** Attempts to spend the same token more than once.
- 15.1.7.2. **Reorganizations:** Rewriting parts of the blockchain to alter transaction history.
- 15.1.7.3. **Majority Mining Power Attacks:** Gaining control of more than 50% of the network's mining power.
- 15.1.7.4. **Selfish-Mining Attacks:** Mining in a way that disadvantages other miners.
- 15.1.7.5. **Work Race Condition Attacks:** Exploiting race conditions in transaction processing.

Any successful attacks present a risk to the Services, the DAMREV Network, expected proper execution and sequencing of transactions, and expected proper execution and sequencing of contract computations. Known or novel mining attacks may be successful.

15.1.8. **Risk of Rapid Adoption and Insufficiency of Computational Application Processing Power of the Services and the DAMREV Network:**

If the Services and/or the DAMREV Network are rapidly adopted, the demand for transaction processing and distributed application computations could rise dramatically and at a pace that exceeds the rate with which DAMREV services can be provided. Under such a scenario, the Services and the DAMREV Network could become destabilized due to the increased cost of running distributed applications. In turn, this could dampen interest in the Services, the DAMREV Network, and DAMREV Tokens. Insufficiency of computational resources and an associated rise in the price of DAMREV Tokens could result in businesses being unable to acquire scarce computational resources to run their distributed

applications. This could result in lost revenues and disruption or halting of business operations.

15.1.9. Risks Associated with New and Evolving Laws:

The DAMREV Network, and by extension the Website and Services, may be subject to a variety of international laws and regulations, including those with respect to financial or securities regulations, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cybersecurity, data protection, intellectual property (including copyright, patent, trademark, and trade secret laws), defamation, and others. Such laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the DAMREV Network could be enacted. As the Website, Services, and DAMREV Network evolve, we may be subject to new laws, and the application of existing laws to us might change. These laws and regulations are frequently costly to comply with and may divert a significant portion of DAMREV's attention and resources or restrict the way the DAMREV may operate. If we fail to comply with these applicable laws or regulations, we could receive negative publicity and be subject to significant liabilities which could adversely impact the Website, Services, and the DAMREV Network and DAMREV Tokens. Additionally, DAMREV node operators of the DAMREV Network may be subject to industry-specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise

expanded, the DAMREV Network and/or DAMREV Tokens could be adversely impacted.

15.1.10. **Market Risks:**

DAMREV Tokens are intended to be used solely in connection with the DAMREV Network, and we do not support or otherwise facilitate any secondary trading or external valuation of DAMREV Tokens. This restricts the contemplated avenues for using DAMREV Tokens and could therefore create illiquidity risk to DAMREV Tokens you hold. Even if secondary trading of DAMREV Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to DAMREV Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

15.1.11. **Specific Risks Relating to Value and Function of DAMREV Tokens:**

The utility benefits of using DAMREV Tokens to access services provided by DAMREV node operators can only materialize through user-driven adoption over time. Such adoption depends on a variety of factors, including the pace of user adoption and the organic community-driven expansion of the DAMREV Network. As such, the extent of user adoption is entirely outside of our control and cannot be stated with any certainty. The price of DAMREV Tokens may fluctuate in response to competitive and market conditions affecting the general supply of and demand for user-requested services. These conditions are beyond our control. The value of DAMREV Tokens on the

DAMREV Network may be lower than the price at which it was purchased. The utility of DAMREV Tokens, and any value associated with that utility, will depend on the ability of the DAMREV Network to adequately facilitate user-requested services. Inadequate supply may result in such services taking more time, while inadequate demand may make it difficult to obtain services, both of which may discourage participation in the DAMREV Network. The compensation for providing DAMREV node services in the DAMREV Network will depend on the resale price for the DAMREV Tokens received for such services, which may be lower than the compensation that might have been received through other arrangements. No promises of future performance or value are or will be made with respect to DAMREV Token, including no promise of inherent value, no promise of continuing payments, and no guarantee that DAMREV Token will hold any particular value.

15.1.12. Unanticipated Risks:

Cryptographic tokens such as DAMREV Tokens are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with the Services, the DAMREV Network, and DAMREV Tokens, including those that DAMREV cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Terms.

15.1.13. Specific Risks Related to the Stellar Blockchain:

The DAMREV Network utilizes the Stellar blockchain, which presents its own unique risks:

- 15.1.13.1. **Network Congestion:** High transaction volumes could result in delays or increased transaction costs.
- 15.1.13.2. **Trust Line Risks:** Users must establish trust lines to hold and transfer non-native assets, and issues with trust lines could affect asset liquidity and transferability.
- 15.1.13.3. **Protocol Updates:** Changes to the Stellar protocol could introduce new vulnerabilities or impact the functionality of the DAMREV Network.
- 15.1.13.4. **Transaction Fees:** Although lower than many other blockchains, Stellar's transaction fees could still pose a financial burden during periods of high network activity.
- 15.1.13.5. **Security and Fraud Risks:** Despite robust security measures, the risk of fraud or hacking cannot be entirely eliminated.

By using the DAMREV Network and participating in transactions involving DAMREV Tokens or other digital assets on the Stellar blockchain, you acknowledge and accept these risks and represent that you have the necessary expertise to understand and manage them.

16. MISCELLANEOUS.

This section covers various additional provisions that do not fall under the previous headings. It includes information on the interpretation of the terms, the relationship between the parties, the assignability of rights and obligations, and other general legal considerations.

16.1. ADDITIONAL RIGHTS AND REMEDIES.

Any right or remedy of DAMREV set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in

these Terms, under Applicable Law, at law or in equity. Our failure or delay in exercising any right, power, or privilege under these Terms will not operate as a waiver thereof. The invalidity or unenforceability of any of these Terms will not affect the validity or enforceability of any other of these Terms, all of which will remain in full force and effect.

16.2. FORCE MAJEURE.

We will have no responsibility or liability for any failure or delay in performance of the Website or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

16.3. ASSIGNMENT.

You may not assign or transfer any right to use the Website or the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

16.4. HEADINGS.

Headings of sections are for convenience only and will not be used to limit or construe such sections.

16.5. ENTIRE AGREEMENT.

These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Website and the Services. If there is a conflict between these Terms and

any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.