

Last Updated on April 10, 2023

1. INTRODUCTION:

- a. These Terms of Use (“**Terms**”) govern your access to or use of the DeCir Platform (“**Platform**”), a web3-based fundraising and community platform that utilizes non-fungible tokens (NFTs), and to create exclusive token gated communities, and Decentralized Autonomous Organizations (DAOs) (the “**Services**”). By using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Platform.
- b. Because we have a growing number of Services, we sometimes need to provide additional terms for specific services (and such services are deemed part of the “Service” hereunder and shall also be subject to these Terms). Those additional terms and conditions, which are available with the relevant service, then become part of your agreement with us if you use those services. In the event of a conflict between these Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service.
- c. We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.
- d. Additionally, the Platform is not party to any agreement between any users. You bear full responsibility for verifying the identity, legitimacy, and authenticity of any Services provided by a third party and we make no claims, guarantees, or recommendations about the identity, legitimacy, functionality, or authenticity of users or any Third-Party Services visible on the Service.

2. ELIGIBILITY:

- a. By accessing or using the Platform, you represent and warrant that you are at least 18 years old (or the age of majority in your jurisdiction, if different) and have the legal capacity to enter into a binding contract. If you are under 18 or do not have the legal capacity to enter into a binding contract, you must not access to or use the Platform.
- b. Additionally, you agree that:
 - i. You are not located in, under the control of, or a national or resident of any country or territory subject to sanctions or embargoes, or any other

jurisdiction where your use of the Platform would be illegal or otherwise violate any applicable law, rule, or regulation.

- ii. You are not on any restricted or prohibited lists maintained by the government of your jurisdiction, including but not limited to lists related to money laundering, terrorist financing, or other illegal activities.
- iii. You are not using the Platform for any illegal, fraudulent, or unauthorized activities, or in any manner that could damage, disable, overburden, or impair the Platform.
- iv. You will not use the Platform to infringe upon the intellectual property rights, privacy rights, or any other rights of others.
- v. You will comply with all applicable laws, rules, and regulations in connection with your use of the Platform, including but not limited to tax laws and regulations.
- vi. You understand and acknowledge the risks associated with using web3-based fundraising and community platforms, including those involving NFTs, token gated communities, and Decentralized Autonomous Organizations (DAOs), and agree to assume those risks.

DeCir reserves the right to refuse access to or terminate your use of the Platform, in whole or in part, at any time and for any reason, including but not limited to any violation of these Terms or applicable laws, rules, or regulations.

3. ACCESS AND ACCOUNT CREATION:

- a. To access and use the Platform, it is required that you create a user account by providing accurate, complete, and up-to-date information. This may include, but is not limited to, your full name, email address, and a secure password. It is your responsibility to ensure that the information you provide remains accurate and current at all times.
- b. As a user of the Platform, you are responsible for maintaining the confidentiality and security of your account information, including your login credentials, password, and any other sensitive information associated with your account. You agree to take all necessary precautions to protect your account from unauthorized access or use.
- c. In the event of any activities occurring under your account that you did not authorize, or if you suspect any unauthorized use of your account, breach of security, or other potential compromises, you agree to notify DeCir immediately. You may be held liable for losses incurred by DeCir or any other user of the Platform due to someone else using your account as a result of your failure to maintain the confidentiality and security of your account information.
- d. DeCir reserves the right to monitor and investigate any suspicious or unauthorized activities that may occur on the Platform. We may, at our sole discretion, suspend or terminate any user accounts that we believe to be involved in unauthorized activities or that pose a risk to the security and integrity of the Platform or its users. However, DeCir cannot guarantee the absolute security of your account and shall not be held liable for any

unauthorized access or use of your account resulting from factors beyond our reasonable control.

- e. By creating an account and accessing the Platform, you acknowledge and accept these responsibilities and agree to comply with the terms and conditions set forth in this clause.

4. NFTS, TOKEN AND GATED COMMUNITIES:

- a. DeCir enables users to engage in fundraising activities, join exclusive token gated communities, and participate in Decentralized Autonomous Organizations (DAOs) through the acquisition, transfer, and use of non-fungible tokens (NFTs). The Platform may offer various NFTs, each with its own unique characteristics and associated rights, which can be used to access and interact within these communities and organizations.
- b. By using the Platform, you agree to comply with all applicable laws, regulations, and rules governing the purchase, possession, transfer, and utilization of NFTs, as well as any activities related to token gated communities and DAOs. You also acknowledge that the trading and ownership of NFTs and participation in token gated communities and DAOs may be subject to specific legal and regulatory requirements in your jurisdiction, and it is your responsibility to ensure compliance with such requirements.
- c. As a user of the Platform, you are responsible for understanding the nature and risks associated with NFTs, token gated communities, and DAOs. This includes, but is not limited to, the potential for loss of value, fluctuations in market prices, regulatory changes, and technological risks. You should carefully consider the risks involved and only participate in these activities if you fully understand and accept the potential consequences.
- d. DeCir provides the Platform or any associated Services to facilitate the purchase, transfer, and utilization of NFTs, as well as access to token gated communities and DAOs. However, DeCir does not control or endorse the content or activities within these communities and organizations, and shall not be held liable for any actions, decisions, or outcomes that may arise from your participation in such activities.
- e. By using the Platform and engaging in activities related to NFTs, token gated communities, and DAOs, you acknowledge and accept these responsibilities and agree to comply with the terms and conditions set forth in this clause.

5. DECENTRALIZED AUTONOMOUS ORGANIZATIONS (DAOS):

- a. The Platform facilitates the establishment and administration of Decentralized Autonomous Organizations (DAOs), which are decentralized, self-governing entities that function based on blockchain technology principles. DAOs operate through a consensus-driven decision-making

process, utilizing smart contracts and decentralized applications (dApps) to manage their activities, assets, and governance.

- b. By participating in a DAO through the Platform, you acknowledge and accept the inherent risks associated with decentralized governance and the use of blockchain technology. These risks may include, but are not limited to:
 - i. Potential disputes: DAOs rely on community consensus for decision-making, which may lead to disagreements or disputes among members. While the Platform may provide tools to facilitate resolution, DeCir does not assume responsibility for resolving disputes or ensuring the satisfaction of all parties involved.
 - ii. Regulatory changes: The legal and regulatory landscape governing DAOs, blockchain technology, and digital assets is subject to change. You are responsible for staying informed about and complying with any applicable laws and regulations in your jurisdiction that pertain to your participation in a DAO.
 - iii. Fluctuations in the value of tokens or NFTs: The value of digital assets, such as tokens or NFTs associated with a DAO, may experience significant volatility due to market forces, technological developments, or other factors. DeCir is not responsible for any losses or damages resulting from such fluctuations.
 - iv. Technical risks: DAOs rely on blockchain technology and smart contracts, which may be subject to vulnerabilities, bugs, or other technical issues. DeCir is not responsible for any losses or damages resulting from such risks.
 - v. Liability limitations: DeCir's role in facilitating the creation and management of DAOs is limited to providing the Platform or any associated Services. DeCir shall not be held liable for any actions, decisions, or outcomes arising from your participation in a DAO or the consequences of those actions or decisions.

By participating in a DAO through the Platform, you acknowledge and accept these risks and agree to comply with the terms and conditions set forth in this clause.

6. USER CONDUCT:

- a. By accessing or using the Platform, you agree to comply with all applicable laws and regulations and to behave responsibly and ethically. You are expected to adhere to the following rules and guidelines when using the Platform:
 - i. Lawful purpose: You agree not to use the Platform for any unlawful purposes, including but not limited to fraud, money laundering, or engaging in transactions involving illegal activities.
 - ii. Harmful activities: You must not engage in any activities that could harm, disable, overburden, or impair the Platform, its infrastructure, or any other users. This includes, but is not limited to, the distribution of malware, viruses, or any other harmful code, as well as unauthorized access or attempts to gain unauthorized access to the Platform or any related systems.

- iii. Interference: You agree not to engage in any activity that would interfere with or disrupt the normal functioning of the Platform or any related Services, such as denial-of-service attacks, or other actions that could negatively impact the performance or stability of the Platform.
- iv. Manipulation: You must not manipulate or attempt to manipulate the Platform, any NFTs, token gated communities, DAOs, or other users in any way, including through the use of bots, scripts, or other automated tools, or by exploiting vulnerabilities or flaws in the Platform's code or design.
- v. Misrepresentation: You agree not to impersonate any person or entity, or to falsely claim or otherwise misrepresent your affiliation with a person or entity, or to provide false, misleading, or inaccurate information to the Platform or its users.
- vi. Intellectual property: You must respect the intellectual property rights of others and not infringe on any copyrights, trademarks, or other proprietary rights. This includes, but is not limited to, using the Platform to distribute or display copyrighted material without authorization.
- vii. Harassment and abuse: You agree not to engage in any conduct that constitutes harassment, discrimination, or abuse towards other users or any third parties, including but not limited to threats, intimidation, or hate speech.
- viii. Spam and unsolicited communications: You must not use the Platform to send or facilitate the sending of spam or any unsolicited communications, including but not limited to unauthorized advertising or promotional materials.

By accessing or using the Platform, you acknowledge and agree to comply with these rules and guidelines and to be held accountable for any violations or breaches of this clause. DeCir reserves the right, at its sole discretion, to take appropriate action, including but not limited to account suspension, termination, or legal action, against any users found to be in violation of these terms.

7. INTELLECTUAL PROPERTY RIGHTS:

- a. Ownership: All intellectual property rights related to the Platform, including but not limited to copyrights, trademarks, trade secrets, patents, and any other proprietary rights, are owned by DeCir or its licensors. Except as expressly provided in these Terms, no license or right, express or implied, is granted to you to use any of DeCir's intellectual property.
- b. User Content: You retain all rights to the content you submit or create on the Platform, including but not limited to text, images, videos, and other media ("**User Content**"). By submitting User Content, you grant DeCir a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, modify, distribute, and display your User Content in connection with the Platform and DeCir's business.
- c. Prohibited Activities: You agree not to reproduce, modify, distribute, or otherwise exploit any part of the Platform, including but not limited to DeCir's intellectual property, without DeCir's express written consent. You further agree not to engage in any activities that would infringe upon or

misappropriate the intellectual property rights of DeCirc or other users, including but not limited to unauthorized use of copyrighted material, trademarks, or trade secrets.

- d. **Infringement Notices:** If you believe that your intellectual property rights have been violated by content posted on the Platform, please notify DeCirc in writing, providing sufficient information to identify the alleged infringement and allow DeCirc to investigate the claim. DeCirc will take appropriate action in response to valid infringement notices, which may include removing the allegedly infringing content and/or terminating the responsible user's access to the Platform.
- e. **Counter-Notices:** If you believe that your content has been removed from the Platform due to a mistake or misidentification, you may submit a counter-notice to DeCirc, providing sufficient information to support your claim. DeCirc will review your counter-notice and, if appropriate, reinstate the removed content.
- f. **Intellectual Property Disputes:** Any disputes arising from or related to intellectual property rights in connection with the Platform, including but not limited to the use of copyrighted material, trademarks, or trade secrets, shall be resolved in accordance with the dispute resolution provisions set forth in these Terms.
- g. **Moral Rights:** You acknowledge and agree that by submitting User Content, you waive any moral rights you may have in such User Content, to the extent permitted by applicable law. This includes the right to be identified as the author of the work and the right to object to any derogatory treatment of the work.
- h. **Third-Party Intellectual Property:** You represent and warrant that you have obtained all necessary licenses, permissions, and consents from any third parties whose intellectual property rights may be implicated in your User Content, prior to submitting such content to the Platform. You shall be solely responsible for any violations of third-party intellectual property rights resulting from your User Content.
- i. **Trademarks:** All trademarks, service marks, trade names, logos, and other distinctive brand features appearing on the Platform are the property of their respective owners. You shall not use any such marks without the prior written consent of the owner.
- j. **Platform Updates and Modifications:** DeCirc reserves the right to modify, update, or discontinue the Platform, in whole or in part, at any time, for any reason, without notice or liability. DeCirc shall not be responsible for any consequences arising from such modifications, updates, or discontinuation, including but not limited to the loss of User Content or the degradation of Platform functionality.
- k. **Feedback:** If you provide any feedback, suggestions, or recommendations to DeCirc regarding the Platform or any of its features ("Feedback"), you

acknowledge and agree that DeCir may use such Feedback in any manner it deems appropriate, including but not limited to the development, modification, or improvement of the Platform. You grant DeCir a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, modify, distribute, and display any such Feedback in connection with the Platform and DeCir's business.

- I. DMCA Compliance: DeCir is committed to complying with the provisions of the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. If you are a copyright owner or agent thereof and believe that any User Content or other content on the Platform infringes upon your copyrights, you may submit a notification pursuant to the DMCA by providing DeCir with the necessary information as required by the DMCA.

DeCir and its licensors retain all intellectual property rights related to the Platform, including but not limited to copyrights, trademarks, and patents. You agree not to reproduce, modify, distribute, or otherwise exploit any part of the Platform without DeCir's express written consent.

8. USER CONTENT:

- a. Responsibility: You are solely responsible for any content you submit, post, or transmit through the Platform, including but not limited to text, images, videos, and other media ("User Content"). You represent and warrant that your User Content does not violate any applicable laws, regulations, or these Terms and does not infringe upon or misappropriate the intellectual property rights of any third party.
- b. License Grant: By submitting, posting, or transmitting User Content on or through the Platform, you grant DeCir a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, display, modify, and create derivative works of such content in connection with the Platform, its promotion, and DeCir's business.
- c. Representations and Warranties: You represent and warrant that you own or have the necessary rights, licenses, and permissions to submit, post, or transmit your User Content on the Platform, and that your User Content does not infringe, misappropriate, or violate any third party's intellectual property, privacy, or other rights.
- d. Content Removal: DeCir reserves the right, but has no obligation, to review, monitor, or remove any User Content at its sole discretion, for any reason, including but not limited to the violation of these Terms or applicable laws and regulations.
- e. Prohibited Content: You agree not to submit, post, or transmit any User Content that is defamatory, obscene, offensive, unlawful, harmful, or otherwise inappropriate, as determined by DeCir in its sole discretion.

- f. No Endorsement: The Platform may contain User Content submitted, posted, or transmitted by other users. DeCir does not endorse, control, or assume any responsibility for any such User Content and expressly disclaims any and all liability in connection with User Content.
- g. User Content Disclaimer: DeCir is not responsible for the accuracy, completeness, or reliability of any User Content, and you agree that you bear all risks associated with your reliance on any such content. You acknowledge that your use of or reliance on any User Content is at your own risk and that DeCir shall not be liable for any loss or damage resulting from your reliance on any such content.

9. THIRD-PARTY SERVICES:

- a. Links and Integration: The Platform may contain links to or integration with third-party websites, applications, or services that are not owned, operated, or controlled by DeCir ("Third-Party Services"). DeCir provides these links and integration features solely for your convenience and information, and their inclusion does not imply endorsement, affiliation, or sponsorship of any Third-Party Services.
- b. No Control or Liability: DeCir has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, practices, or availability of any Third-Party Services. You acknowledge and agree that DeCir is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods, or services available on or through any Third-Party Services.
- c. Third-Party Terms: Your access to or use of any Third-Party Services, and any transactions or interactions with third-party providers, are governed by the terms, conditions, and policies of the respective third-party providers. You are responsible for reviewing and understanding any such terms, conditions, and policies before using, accessing, or engaging with any Third-Party Services.
- d. Indemnification: You agree to indemnify, defend, and hold harmless DeCir and its affiliates, officers, directors, employees, and agents from any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to, use of, or transactions or interactions with any Third-Party Services.
- e. User Disputes: DeCir is not responsible for resolving any disputes, issues, or concerns that may arise between you and any third-party providers. Any such disputes, issues, or concerns should be addressed directly with the relevant third-party provider, in accordance with their respective terms, conditions, and policies.

- f. **Security Risks:** You acknowledge and agree that accessing or using Third-Party Services may involve certain risks, such as the potential exposure to malicious software, phishing attacks, or other security threats. DeCir is not responsible for any security breaches or other damages that may result from your access to or use of any Third-Party Services. It is your sole responsibility to take appropriate precautions, such as using antivirus software and employing secure browsing practices, when accessing or using Third-Party Services.
- g. **User-Generated Content:** The Platform may allow users to post, share, or otherwise contribute content, including but not limited to links to Third-Party Services, as part of their interactions with the Platform. DeCir is not responsible for reviewing, endorsing, or policing any such user-generated content, and your use of or reliance on any such content is at your own risk. DeCir reserves the right, but has no obligation, to remove any user-generated content that violates these Terms or applicable laws, regulations, or community standards.
- h. **Third-Party Intellectual Property:** The Platform may display or incorporate content, materials, or intellectual property owned by third parties, such as logos, trademarks, or copyrighted materials. Your use of such third-party intellectual property must comply with any applicable terms, conditions, or policies of the respective third-party owners, and you may not use or exploit such intellectual property in a manner that infringes upon the rights of the third-party owners.

10. LIMITATION OF LIABILITY:

- a. To the fullest extent permitted by law, DeCir, its affiliates, and their respective directors, officers, employees, or agents will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Platform or any related services, including but not limited to:
 - i. Loss of profits, revenue, or data;
 - ii. Loss of or damage to property;
 - iii. Personal injury or death;
 - iv. Errors, mistakes, or inaccuracies of content;
 - v. Unauthorized access to or alteration of your transmissions or data;
 - vi. Any other matter relating to the Platform or any related Services.
- b. DeCir's liability shall be limited to the fullest extent permitted by applicable law.
- c. Any claim arising out of or relating to your access or use of the Platform or any related Services must be filed within one year after such claim arose or be forever barred.

11. INDEMNIFICATION:

- a. You agree to indemnify, defend, and hold harmless DeCir, its affiliates, and their respective directors, officers, employees, and agents from and against

any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including reasonable attorney's fees and expenses) arising out of or related to:

- i. Your use of the Platform or any related Services;
 - ii. Your breach of these Terms or any applicable law or Applicable Laws;
 - iii. Your violation of any rights of another person or entity;
 - iv. Any claim that your content or use of the Platform or any related Services caused damage to a third party;
 - v. Your gross negligence or willful misconduct;
 - vi. Any unauthorized access to or use of the Platform or any related Services by you or anyone using your account;
 - vii. Your violation of any applicable intellectual property rights or laws;
 - viii. Your violation of any data protection or privacy laws;
 - ix. Your violation of any export or import control laws or regulations;
 - x. Any third-party claim that your use of the Platform or any related Services infringes upon their rights.
- b. You agree to cooperate with DeCir in the defense of any such claim, and DeCir reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not settle any claim that affects DeCir's rights or interests without DeCir's prior written consent.
- c. This indemnification provision shall survive any termination or expiration of these Terms of Use.
- d. DeCir will use reasonable efforts to notify you promptly of any such claim, demand, or proceeding and will provide you with reasonable assistance, at your expense, in defending any such claim, demand, or proceeding.
- e. The indemnification obligations set forth in this clause shall not be limited by any limitation on damages or expenses contained in these Terms or any other agreement between you and DeCir.

12. ASSUMPTION OF RISK:

- a. By using the Platform, you acknowledge and accept the inherent risks associated with web3-based fundraising, NFTs, token gated communities, and DAOs. These risks may include, but are not limited to, fluctuations in the value of tokens or NFTs, regulatory changes, and technical issues with the Platform or underlying blockchain technology.
- b. You understand and acknowledge that blockchain technology is a nascent and developing technology that is subject to rapidly evolving laws, regulations, and technological advancements. You further acknowledge that the use of any tokens, NFTs, or other digital assets may be subject to significant legal and regulatory uncertainty and risk.
- c. You acknowledge and agree that DeCir has made no guarantees or representations as to the value or utility of any tokens, NFTs, or other digital assets that may be associated with the Platform. You further acknowledge

and agree that the value of tokens, NFTs, or other digital assets may be highly volatile and subject to significant fluctuations.

- d. You agree that DeCir is not responsible for any losses or damages you may incur as a result of your participation in the Platform, including but not limited to losses or damages arising from the purchase, sale, or use of tokens, NFTs, or other digital assets.
- e. You acknowledge and agree that you are solely responsible for complying with all applicable laws and regulations in connection with your use of the Platform, including but not limited to any tax obligations.
- f. You agree to indemnify, defend, and hold harmless DeCir, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, losses, or expenses (including reasonable attorney's fees) arising out of or related to any violation by you of applicable laws or regulations in connection with your use of the Platform.
- g. You acknowledge and agree that DeCir is not responsible for any third-party software, services, or tools that you may use in connection with the Platform. You further acknowledge and agree that any use of such third-party software, services, or tools is at your own risk and subject to their respective terms of use.
- h. You acknowledge and agree that DeCir reserves the right to suspend or terminate your access to the Platform at any time, for any reason, without liability to you. You further acknowledge and agree that DeCir may modify or discontinue the Platform or any part thereof, with or without notice, at any time and without liability to you.
- i. This assumption of risk provision shall survive any termination or expiration of these Terms.

13. TERMINATION:

- a. DeCir reserves the right, in its sole discretion, to terminate your access to the Platform or any related Services at any time, without notice, for any reason, including but not limited to your violation of these Terms.
- b. In the event of termination, you agree to immediately cease all access to and use of the Platform or any related Services. DeCir shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of access to the Platform or any related Services.
- c. Upon termination, all provisions of these Terms which by their nature should survive termination, including but not limited to ownership provisions, warranty disclaimers, indemnity, and limitations of liability, shall remain in effect.

- d. DeCir reserves the right to pursue any legal remedies available to it in the event of a breach of these Terms by you, including but not limited to injunctive relief and damages.
- e. You may terminate your access to the Platform or any related Services at any time by ceasing all use of the Platform or any related Services and providing written notice to DeCir of your intent to terminate. Termination by you will not affect any obligations you may have under these Terms, including but not limited to indemnification and limitations of liability, which shall survive termination.
- f. In the event of termination by either party, DeCir shall have the right, but not the obligation, to delete any data or information you have provided or stored on the Platform, and you are responsible for maintaining backups of any such data or information.

14. CHANGES TO TERMS:

- a. DeCir may, at its sole discretion, modify or revise these Terms at any time. Your continued use of the Platform constitutes your acceptance of any such changes or revisions.
- b. DeCir shall make reasonable efforts to notify you of any material changes to the Terms, including but not limited to posting a notice on the Platform, sending an email notification, or providing notice through other appropriate communication channels.
- c. It is your sole responsibility to periodically review the Terms for any changes or revisions. If you do not agree to any changes or revisions to the Terms, you must immediately cease all use of the Platform or any related Services.
- d. No modification of these Terms by you shall be binding upon DeCir unless expressly agreed to in writing by an authorized representative of DeCir.
- e. If any provision of the revised Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, so that the remaining provisions of the Terms shall otherwise remain in full force and effect.
- f. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and DeCir's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

15. PRIVACY:

- a. To access certain features of the Platform or NFTs available within the Platform, you may be required to provide information about yourself, such as your name, address, billing details, and wallet address. DeCir's Global

Privacy Statement explains how DeCir treats your personal data and protects your privacy when using the Platform.

- b. Any information you provide to DeCir must always be accurate, correct, and up to date. You are responsible for ensuring that your personal information is kept current and accurate.
- c. DeCir may provide your personal information to third parties for the purpose of processing your transactions and/or provisioning NFTs for you.
- d. DeCir may also disclose your personal information when required by law, court order, or other government or law enforcement authority, or when DeCir believes in good faith that disclosure is necessary or advisable, including, without limitation, to protect the rights or properties of DeCir or its affiliates, or when DeCir has reason to believe that disclosing the information is necessary to identify, contact, or bring legal action against someone who may be causing interference with the rights of DeCir, the Platform, or its users.
- e. By using the Platform, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- f. DeCir is committed to protecting the security of your personal information and uses reasonable measures to help protect your personal information from unauthorized access, use, or disclosure. However, DeCir cannot guarantee that your personal information will always be secure and shall not be liable for any loss or unauthorized disclosure of your personal information resulting from unauthorized access, use, or disclosure.

16. MISCELLANEOUS TERMS:

- a. **Severability:** If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions.
- b. **Applicable Law and Jurisdiction:** [To be Finalised].
- c. **Assignment:** You cannot assign or transfer any rights or obligations under this Agreement without our prior written consent, provided that DeCir may assign this Agreement without your prior consent to any of DeCir's affiliates or to its successors in interest of any business associated with the Services provided by DeCir. This Agreement shall be binding upon the permitted assigns or transferees of each party.
- d. **Entire Agreement:** These Terms, our Global Privacy Statement and any additional policies or terms as notified to you via email or through Platform shall constitute the entire legal agreement between you and DeCir and will be deemed to be the final and integrated agreement between you and us, governing your access to or use of the Platform, and completely replacing any prior or contemporaneous agreements between you and us related to your access to or use of the Platform, whether oral or written.

- e.** Waiver: The failure of DeCir to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by DeCir with its obligations hereunder, and any custom or practice of the parties at variance with these Terms, shall not constitute a waiver by DeCir of its right to exercise any such or other right, power, or remedy or to demand such compliance.
- f.** Prohibition: The Services and Platform provided by us is not intended for residents of any country where providing such Services and Platform might be in violation of local laws and regulations, including UAE and USA.
- g.** Notices: We may provide you with any notices by postings on the Platform.
- h.** Feedback: Any feedback, comments, or suggestions you provide to DeCir regarding the Platform, or its Services is entirely voluntary, and DeCir may use such feedback, comments, or suggestions as it sees fit without any obligation to you.

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you should immediately cease using the Platform, logout from all Services provided by the DeCir, delete all the information from the Platform and Services and never visit the DeCir Platform and Services.