



At Dezos we deal with the protection of property. We have made it our mission to create transparency and organization in the relationship between things, people and the law in order to reduce property and fraud offences.

# Token Sale Terms V 1.01

## Table of Content

Table of Content.....	2
Important Notice .....	3
1 No Solicitation .....	3
2 Experience and Suitability .....	3
3 Rights related to DOS Tokens .....	4
4 Authorization .....	4
5 Forward-Looking Statements .....	5
6 Provision of Additional Information.....	5
7 Limitation of Liability .....	6
8 Indemnification.....	6
9 Disclaimer of Warranties .....	6
10 Severability .....	6
11 Updates to the Terms.....	7
12 Governing Law and Dispute Resolution.....	7

## Important Notice

This document contains the terms and conditions (the "**Terms**") which govern the Token Generating Event ("**TGE**") of DEZOS LLC ("**DEZOS**"). In the TGE, DEZOS will issue ERC223 tokens (the "**DOS Tokens**") to participants making contributions in the course of the TGE (the "**Participants**"), which grant certain rights as set out herein and in DEZOS's Whitepaper (the "**Whitepaper**"). Participants must read, understand and consent to both the Terms and the Whitepaper and sign a pertaining Token Purchase Agreement, all available at <https://DEZOS.io/>, before they participate in the TGE.

DEZOS is a limited liability company (LLC) established under the laws of Switzerland and registered in the commercial register of the state of Zug; its legal domicile is in Zug. The projects which DEZOS pursues are described in detail, though not comprehensively, in the Whitepaper.

## 1 No Solicitation

Participants interested in supporting DEZOS and its projects may do so by acquiring DOS Tokens and following the procedure set out herein as well as in the Whitepaper, having agreed in advance to the Terms and the Whitepaper.

Neither these Terms nor the Whitepaper do constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the Swiss Financial Market Supervisory Authority (FINMA), the U.S. Securities and Exchange Commission (SEC) nor any other federal, state, or foreign regulatory authority has approved a contribution to DEZOS or the acquisition of the DOS Tokens. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of these Terms, nor is it intended that the foregoing authorities will do so. Any representation to the contrary is illegal. Accordingly, Participants will not be afforded the protection of respective laws.

Furthermore, Participants confirm that they have not been solicited to make a contribution to DEZOS or to acquire DOS Tokens, but that any of their contributions were made upon their own request.

## 2 Experience and Suitability

Participants shall only participate in the TGE if and when (i) they have carefully considered and thoroughly reviewed the information contained in these Terms as well as in the Whitepaper, (ii) they fully understand the risks, costs, and benefits associated with receiving DOS Tokens, (iii) they agree to be bound by these Terms, and (iv) the Whitepaper and the Terms are acceptable for them.

Significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain-based software systems are essential for Participants to participate in the TGE. The Participants bear the sole responsibility to determine if the acquisition of DOS Tokens or the potential appreciation or depreciation in their value over time has tax implications for the Participants in their home jurisdictions.

Participants shall not construe these Terms as investment, legal, tax, regulatory, financial, accounting, or other advice, and they are not intended to provide the sole basis for any

evaluation of a contribution. Prior to acquiring DOS Tokens, Participants should consult with their own legal, investment, tax, accounting, and other advisors to determine (i) the potential benefits, burdens, and other consequences of such investment, including without limitation a Participant's financial situation and goals, and (ii) suitability and appropriateness of the acquisition, holding and disposition of DOS Tokens. Participants are entirely responsible for the financial risk of their contribution during the entire term.

### 3 Rights related to DOS Tokens

By participating in the TGE and obtaining the DOS Token in the course of the latter, Participants acquire no rights whatsoever, neither expressed nor implied, related to DEZOS or its projects. In particular, Participants will have no influence over the governance of DEZOS, and no control over its distribution, allocation and use of the Participants' contributions, which may include covering costs incurred before the TGE, strategic reserves, and awards for beneficiaries (including without limitation parties affiliated with DEZOS, any related legal entities or the projects) who in DEZOS's view significantly contributed to the projects. It is thus in DEZOS' sole discretion how and to whom Participants' contribution will be given in the context of its projects; it will do so as it deems fit.

If Participants are granted certain rights, interests or the like under any projects of DEZOS, such rights, interests or the like are always deemed to be granted subject to DEZOS' sole and full discretion.

Participants' contributions in the course of the TGE are final and non-refundable. The Participants acknowledge that DEZOS is not required to provide a refund for any reason, and the Participants will not receive money or other compensation for any DOS Tokens that are not used or remain unused.

A participation in the TGE involves a high degree of risk, volatility, and illiquidity. Participants need to be aware that by participating in the TGE, their entire contribution to DEZOS may be lost for whatever reason, in particular due to the fact that DEZOS and its project are still under development, and no warranties can be given that it will be successfully completed. DEZOS will – on a best efforts basis – take economically reasonable measures to issue the DOS Tokens and to release the project, but it may be possible that the project launch will not occur, or that the DOS Tokens, even if successfully developed and maintained, may not meet Participants' expectations at the time of purchase. As a consequence, the DOS Token may have no value after all. Contrary to traditional start-up financings, Participants do not have any comparable rights at all; they are neither shareholders (equity financing) nor creditors (debt financing), and they do not have any corresponding rights whatsoever.

Furthermore, DEZOS may at any given time cancel the TGE for whatever reason and in its sole discretion. In addition, no guarantees can be given that the TGE will be carried out or completed in accordance with the time-frame as set out in the Whitepaper.

### 4 Authorization

Participants represent and warrant that they are authorized to acquire and obtain DOS Tokens in their relevant jurisdiction, that they are not subject to a jurisdiction where the distribution, acquisition, holding and resale of DOS Tokens is restricted, and are of a legal age to be bound by these Terms.

They shall make their own investigations and evaluations of the contributions that will be delivered pursuant thereto, including the merits and risks involved. Participants should inform

themselves as to the legal requirements applicable to them in respect of the acquisition, holding, and disposition of the DOS Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition. They shall accordingly observe all applicable restrictions.

These Terms shall not be used or relied upon by any person who is subject to laws which for whatever reason prohibit or restrict the distribution, publication, availability or use of these Terms and the Whitepaper or any actions taken thereunder, such as the distribution, acquisition, holding and resale of DOS Tokens (including without limitation citizens or residents of the U.S., Iran, Singapore, North Korea). In addition, all citizens or residents of countries with valid restrictions.

With regard to the aforementioned, including without limitation in case of regulatory actions against Participants who acquired DOS Tokens despite any applicable limitations in their jurisdictions, Participants further represent and warrant that they will not hold DEZOS, its affiliates, officers, directors, agents, joint ventures, employees, advisors and suppliers, now or in the future, liable for any losses, costs or any direct, special, incidental, or consequential damages arising out of, or in any way related to, the TGE or DEZOS (please see also the relevant information included in the Whitepaper's legal disclaimer in chapter 9).

## 5 Forward-Looking Statements

Certain statements contained in the Terms or the Whitepaper constitute forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of DEZOS, involve known and unknown risks, uncertainties, and other important factors that could cause the actual results, performance, or achievements of DEZOS in its development of the project to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. No representation or warranty is made as to future performance or such forward-looking statements. All forward-looking statements in the Terms or the Whitepaper speak only as of the date hereof. DEZOS expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

## 6 Provision of Additional Information

DEZOS will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. This also applies to information requests with regard to Participants from regulatory authorities.

Immediately upon first request, Participants shall provide to DEZOS information which it deems, in its sole discretion, to be required to maintain compliance with any federal, state, local, domestic or foreign laws, regulations or policies. The Participants acknowledge that DEZOS may refuse to distribute DOS Tokens until such requested information will be provided.

## 7 Limitation of Liability

Participants release DEZOS and its respective predecessors, successors and assigns – to the fullest extent permitted by law – from all claims, demands, actions, damages, losses, costs and expenses of every kind and nature, known and unknown (including, but not limited to, claims of negligence, actions for breach of warranty, breach of contract, tort), arising out of or otherwise in connection with: (a) their contributions to DEZOS; (b) their participation in DEZOS' TGE; (c) their rights, responsibilities or obligations under these Terms and the Whitepaper; (d) their violation of these Terms; or (e) their violation of any rights of any other person or entity, including in relation to or arising out of disputes between DEZOS and them or between them and other participants in the TGE, and the acts or omissions of third parties, or (f) their envisaged future use of the DOS Token.

## 8 Indemnification

Participants shall indemnify DEZOS and its respective predecessors, successors and assigns – to the fullest extent permitted by law – from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise out of or are otherwise connected with: (a) their contribution to DEZOS; (b) their participation in the TGE; (c) their rights, responsibilities or obligations under these Terms and the Whitepaper; (d) their violation of these Terms; or (e) their violation of any rights of any other person or entity. DEZOS reserves the right to exercise sole control over the defense, at the Participants' expense, of any claim subject to indemnification under this section. This indemnity is in addition to, and not in lieu of, any other indemnity implied into or set forth in any written agreement between Participants and DEZOS or provided by any applicable laws.

## 9 Disclaimer of Warranties

Participants expressly agree that they obtain DOS Tokens at their own risk and that the DOS Tokens are provided on an “as is” basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties, merchantability or fitness for a particular purpose. Without limiting the foregoing, no warranty is given that the TGE will be uninterrupted, error-free or fully completed.

## 10 Severability

If any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

## 11 Updates to the Terms

DEZOS reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the TGE by posting the amended Terms on its website <https://DEZOS.io/>. Any Participant will be deemed to have accepted such changes by purchasing DOS Tokens. If at any point Participants do not agree to any portion of the then-current version of the Terms, they should not purchase DOS Tokens.

## 12 Governing Law and Dispute Resolution

These Terms shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland, without giving effect to its conflict of laws principles.

Any claim or dispute arising out of these Terms shall be submitted to the exclusive jurisdiction of the competent courts in Zug, Switzerland, and Participants hereby submit irrevocably to the jurisdiction of such courts with the exclusion of any other jurisdiction and formally waive any and all claims with respect thereto including any claim of *forum non conveniens*.