

## TERMS OF USE

We as the dedicated team of the website dehedge.com (hereinafter, "**DeHedge**", "**we**") are pleased to welcome you on our website!

We have developed these terms of use (hereinafter, the "**Terms**") to help a visitor of our site (hereinafter, "**Guest**", "**you**") to navigate through our site, to make informed decisions while using our website, to avoid potential risks and to enjoy the experience.

The Terms incorporate the privacy policy. It is a very important document for you as it may affect your rights, so please, read it carefully. Please, do not use our website if you do not agree to the Terms in any aspect hereof. Please ask for an assistance ("**Contact us**" section hereof) if you are unsure about your understanding of what is written in the Terms.

### 1. Definitions

- 1.1. **Account** – your personal space on Website DeHedge (as defined below) protected by password, accessed by two factor identification and created by submission of your personal data. Account is created to access additional features of the Website and to use the Product.
- 1.2. **DeHedge** – the international group of companies operating the Website DeHedge.
- 1.3. **Click, to Click on, to**, means to select some digital object on the Website as shown on your screen or display by moving the pointer to the object's position and pressing left or right mouse button (depending on settings) in order to choose an action, complete some process, get to another section of the Website. Pressing the mouse button may be replaced by its alternatives depending on your device (hotkeys, pressing on the touchpad or display) that you typically use to select digital objects on your display. "Clicking" also includes selecting and "pushing" the Website buttons – rectangular objects with some text in it. The Clickable objects on the Website would move or change their color when you put the pointer on them.
- 1.4. **Guest** – any person that is visiting Website DeHedge (one or several pages) with the use of any device by clicking on the link or by typing the address dehedge.com in the address bar of any type of software allowing to watch content on the Internet (browser).
- 1.5. **Intellectual Property** – intellectual property objects that belong to DeHedge regardless of the fact of their registration including but not limited to trademarks, the address of Website DeHedge, software, inventions, utility models, industrial designs, know-how, images, designs, texts, databases, music or sounds, other objects protected by copyright, that are subject to legal protection in accordance with international laws and the laws of your jurisdiction.
- 1.6. **Product** – the tool for insurance for the initial exchange rate of project tokens.  
As an essential element of the Product we issue and distribute tokens with ticker symbol DHT. The tokens are designated for use only on Website DeHedge. DHT tokens solely provide the right to obtain services through Website DeHedge and ensure smooth use and interaction with Website DeHedge platform if it is successfully developed and open for the public.  
DHT tokens currently do not and in the future will not offer or represent the right of ownership, control, security, guarantee, other rights of similar nature. DHT tokens currently do not and in the future will not offer or represent proprietary or non-proprietary rights or interests of shareholders or stockholders or of other types of participants or interest-holders at DeHedge or its affiliates, rights to receive income from DeHedge or its affiliates on any

grounds, rights to Intellectual Property, rights to give instructions or participate in management of DeHedge or its affiliates. DHT tokens do not provide and will not provide any right to participate in DeHedge or its affiliates' business in any possible existing manner or in any manner that may be developed in the future.

DHT tokens are provided on an irretrievable basis and shall not be used as a digital currency, share, security, including but not limited to depositary receipts, bonds, bills of exchange, promissory notes, insurance policies, commodity or as any other type of financial or non-financial instrument.

- 1.7. **Website DeHedge, Website** – a number of web pages accessible in the Internet through HTTP / HTTPS protocols united by a common root address as well as logical structure, idea, purpose and design, located at the address **dehedge.com**.

## **2. What Website DeHedge is about**

- 2.1. Website DeHedge contains information on the products and solutions that we offer, important legal aspects, forms for filling, contact details, information on the rules and ways of acquisition of our Products, financial information. We use Website DeHedge to provide information on the Product, to provide to you the platform for creation and management of your own Account, to interact with you. This Website is intended to help as large group of people as possible to learn about our Product and understand how this exciting tool actually works, to provide the platform for its proper use.

- 2.2. Our Product, though it is intended for risk minimization, may contain a certain degree of risk in itself. Please be sure to carefully review all information about the Product before using it. Please do not use any other resources to acquire, distribute, store DHT tokens or to make any payments for the Product except for the ones expressly recommended on the Website. Otherwise there is a risk that you may lose your funds!

- 2.3. On the Website we use the term “insurance” and its derivatives for the ease of reference and understanding by an average Guest.

However, the Product **is not insurance** in understanding of any applicable law. It is a special digital product developed to protect against risks connected with investment into other digital products. No laws or regulations applicable to insurance in any jurisdictions shall apply to our Product as it is completely different from conventional insurance by its meaning, legal and technical background as well as by an application scenario.

- 2.4. Our Website does not contain irrevocable public unconditional offer of the Product to any third party. We as the owners of the Website reserve the right to refuse to provide the Product to any person without explanation of reason.

## **3. Accepting these Terms**

- 3.1. If you disagree with any aspects of these Terms, please leave the Website and please stop using any instruments connected with this Website and the Product.

- 3.2. Your continued use of the Website and/or the Product is the ultimate confirmation that you have read, understood and totally agreed with the Terms as amended or updated from time to time. We may further ask you to reaffirm your agreement to and acceptance of these Terms by checking a box, particularly upon accessing or using certain functions available on the Website.

## **4. Your Account**

- 4.1. To use the Website and the Product you may have to create an Account with a username. The information you provide at that time will be the basis for your Account. You may never use another Guest's Account without permission.

- 4.2. When creating your Account please provide accurate and complete information. You agree that you will not provide a false or fraudulent data at creation of the account. By creating any Account that contains false information or omits any material information you waive any rights or privileges, including but not limited to those described in these Terms.
- 4.3. Your activities on our Website may be connected with Clicking on some objects including such in your Account. Typically, we would provide explanations on the meaning of each Click if it is not obvious (like Clicks on links to other information sections or pressing the buttons with explanations written on them). Your Clicks on the Website, especially within your Account, may have legal consequences offline, that is, you may agree to some terms or you may make a contract.
- 4.4. It is presumed that a Guest knows and recognizes what he is doing by creating an Account and Clicking on the objects on the Website, that he intends to face the consequences of such Clicks and to be bound by the contracts that may follow thereafter. He confirms that he is fully legally capable of making transactions, that he has reached the appropriate age to make transactions in accordance with applicable legislation, that he is sober, mentally healthy and of appropriate level of education to evaluate the consequences of each Click.
- 4.5. We may use the live chat to provide support for your technical issues with our Website. We will help answer general questions you may have about the Product. We do not use live chat to transact, bind, manage or provide the Product to you. Except as otherwise required by applicable law, we have the right not to provide you with a record of any discussion on the live chat.
- 4.6. You are solely responsible for the activity that occurs on your Account. Should you establish a username and password on the Site, you must keep your Account password secure. We are not responsible for any other Guest or third party's use or theft of your username and password. Your security is your own responsibility.
- 4.7. You must notify DeHedge immediately of any breach of security or unauthorized use of your Account. DeHedge will not be liable for your losses caused by any unauthorized use of your Account. However you may be found liable for the losses of DeHedge or other Guests due to such unauthorized use.
- 4.8. DeHedge reserves the right to take appropriate action against any person who misrepresents his or her identity or improperly or fraudulently accesses this Website. This action may include, but is not limited to, legal action against any person accessing this Website in violation of any state or federal law or regulation.
- 4.9. DeHedge may terminate any Account and, to the extent possible, any Guest's access to the Website if such Guest is determined to have taken any action inconsistent with or in violation of these Terms.
- 4.10. DeHedge may terminate, block or otherwise inhibit access to the Website or to the Account to any Guest who is deemed to have violated any of these Terms including by blocking any IP address or other indication of the source of behavior, content or usage of the Website that violates these Terms.
- 4.11. If you are under 18 years of age, please do not use this Website.
- 4.12. If you are a resident or a citizen of the United States of America, People's Republic of China or the Republic of Singapore, you are not allowed to use this Website.

## **5. Our Intellectual Property**

- 5.1. Intellectual Property displayed on this Website including but not limited to the design of this Website, texts, trademark, know-how and etc. belongs to DeHedge and is protected

respectively in accordance with applicable international laws and local legislations. We have invested a lot into our Intellectual Property and we are employing an international legal department for its efficient protection.

- 5.2. We grant you a royalty-free limited license to view, access, and display the content within this Website only for personal use. This grant of rights to you is limited in duration and scope. The license is neither transferable nor exclusive. DeHedge may terminate this grant partially or wholly for any reason and at any time with or without notice. This grant depends on your agreement not to interfere or attempt to interfere with the activity of the Website.
- 5.3. You may copy certain texts on the Website for your personal use. However you are not allowed to distribute them or otherwise use them for commercial purposes.
- 5.4. You are welcome to repost information contained on our Website for non-commercial purposes. Please make sure beforehand that there is a link to our Website in the reposted material and/or please make sure to refer to us in your comments.
- 5.5. As you may already have guessed, with the exception of sections 5.2-5.4 above, copying, distribution (including but not limited to licensing), broadcasting, replication, modification of Intellectual Property in whole or in any part without the prior written permission of DeHedge is prohibited.
- 5.6. Please do not launch any automated systems, including but not limited to "spiders", "offline readers" or "robots" or similar solutions with the purpose to access the Website in an intrusive manner. You are not allowed to send requests to the Website servers within some time period in larger amount than an average individual can reasonably produce in the same time period using a regular web browser, or scour the Website using respective software or hardware in order to show the Website contents on any other Internet site.
- 5.7. It is strictly prohibited to collect any personally identifiable information including usernames from the Website, to use the communication systems provided by the Website (e.g. comments, email) for any unlawful purpose. You agree not to contact any Guest for commercial purposes.
- 5.8. For violation of our rights to Intellectual Property one may face civil, criminal, administrative liability as well as additional expenses, damage to reputation and wasted time.

## **6. Our Privacy Policy**

- 6.1. This section is the Privacy Policy and is the inalienable part of the Terms. By accepting the Terms you accept this Privacy Policy in its entirety.
- 6.2. We collect the following types of information about you:

### **6.2.1. Personal Information**

While registering on the Website and creating your Account you will be asked to provide certain personally identifiable information as part of the registration process, such as first and last name, date of birth, e-mail address, telephone number.

We may use personally identifiable information in order to develop, offer, and deliver products and services; respond to inquiries from you or your representative or to fulfill legal and regulatory requirements.

We would collect, store and handle your information with the use of professional physical, procedural, electronic methods of storage of top secret information, it will be used for two-factor authorization as well as for emails and other communication with you.

We are using professional data protection methods when storing or handling your data. However, we cannot give you promises of 100% security as nothing in the digital world is 100% safe.

By providing your personal information through the Website you grant to us the permission to keep your data, to use it for communication with you including but not limited to sending to you offers and promotion materials. You may withdraw your permission by sending respective request to the e-mail address specified in the “Contact us” section hereof.

#### 6.2.2. Cookies

We use cookies on our Website. Cookies are elements of data that a site on the internet would send to a user's hardware for record-keeping purposes while visiting such site. Cookies may be convenient for you because, for example, they save your passwords and preferences for you.

Our cookies do not contain personally identifiable information. However, cookies may allow us to relate use of our Website to personally identifiable data provided before. It may help us to apply personal touch to you for example to call you by your name when you visit our Website repeatedly. We may use cookies to analyze the demographics, for analysis through Google Analytics and for remarketing.

If you find it reasonable, you may decline our cookie if your browser has respective settings and possibilities. In this case, however, the performance of the Website and your Account may slow down and the experience of the Website will not be smooth.

#### 6.2.3. Non-Personal Information

We can collect some non-personally identifiable information when you visit the Website. This data includes but is not limited to

- 6.2.3.1. type of Internet browser and operating system used by you;
- 6.2.3.2. type of device (not connected with your personal information);
- 6.2.3.3. URL you visited before our Website;
- 6.2.3.4. URL to which you would go next;
- 6.2.3.5. your IP (Internet Protocol) address;
- 6.2.3.6. domain name of your Internet service provider;
- 6.2.3.7. pages visited;
- 6.2.3.8. your location;
- 6.2.3.9. average time spent on our Website.

The above information may be used, for example, to alert you about software issues, or it may be analyzed to improve our Website design and functionality. When you use the contact features of the Website, you give to us the permission to review and use the data on your communication. We may also use non-personally identifiable information as a whole to analyze Website usage and to collect information about demography.

#### 6.3. Your privacy

The Website and its services were not developed for individuals under the age of 18. DeHedge will not knowingly request personally identifiable information from anyone under the age of 18, and if DeHedge gets information that any such data has been collected, DeHedge will dispose of it.

Regularly, DeHedge will not distribute, sell, share, rent, or in other manner disclose or use any of your personal information except with your permission. However, DeHedge may share personal information in the following ways:

- 6.3.1. Provide it to affiliates, including affiliated services providers, provided that such affiliates sign strict confidentiality agreements with us;
- 6.3.2. Government, law enforcement officials may force us to disclose such information in connection with applicable law, for example, in connection with litigations, tax requests, subpoenas, however, our lawyers will do their best to prevent such disclosure and notify you of such. We also may disclose personal data where we reasonably believe it is necessary to prevent, investigate or act against illegal actions, unauthorized access, fraud, possible danger to health, life and property, violations of these Terms, violations of this Website, or as reasonably needed to protect you, other users systems, our enterprise, or as otherwise required by law and ordinary course of business routine;
- 6.3.3. We may show and/or transfer your data as part of a mergers and acquisition transaction, other sale or disposition of DeHedge assets on the basis of prior execution of a strict confidentiality agreement.
- 6.3.4. To provide aggregated information for marketing or promotional purposes. In this case we will not disclose personally identifiable information.

#### 6.4. Former Guests

If you are a former Guest, we will treat your information in the same way as the information of our active Guests.

If you have any questions or concerns regarding your privacy with DeHedge, please contact us using the information in the “Contact us” section of these Terms.

#### 6.5. Modifications

This Privacy Policy may be amended from time to time, it comes in force from the moment it is displayed on our Website. We will do our best to contact you regarding such changes. However, we advise you to check our Privacy Policy from time to time to be abreast of any updates.

Please be sure that we will use personally identifiable information exclusively in accordance with this Privacy Policy that was in effect at the time the information was collected.

If at any point we should decide to use that information differently, we will notify our Guests by way of e-mail so that the Guests could approve or disapprove of such use.

### **7. No Warranty**

- 7.1. A happy, knowledgeable and protected Guest is our ultimate goal, thus we are doing our best to provide as much information and instructions as possible. However, nobody is 100% protected from human error. There might be always a room for some discrepancies or omissions or inaccurate terminology on the Website. If you discover any of those, please let us know and we will fix immediately.
- 7.2. Webside contains information of specific nature described in professional language. We are happy if we are dealing with an experienced Guest who can easily understand what is written on our Website. However, even the most experienced Guest may find it challenging to understand how this or that tool actually works. Please consult your lawyer, financial advisor, ask questions to market specialists or our team, best if you consult them all to make an informed decision about using our Product.

- 7.3. All information on this Website is provided to the Guest "as is" without any warranty of any kind, express or implied, as to the completeness or accuracy of any Intellectual Property displayed on this Website. DeHedge expressly disclaims all warranties, including but not limited to the implied warranties of merchantability, fitness for any purpose, ownership, security and accuracy, non-infringement, freedom from computer viruses.
- 7.4. Information on this Website may be changed or updated without notice. DeHedge has no obligation to update information on this Website, so such information may be out of date at any given time. DeHedge also may improve or change the Products any time without prior notification.
- 7.5. Links on this Website to third party websites are for your convenience only. If you decide to visit any of such websites from our Website, you would do so entirely at your own risk. We are not responsible for the content such third parties may place on their website or for behavior of such third parties. Please make sure you read and understand the terms of use of such third party website before any actions on such websites.
- 7.6. Though we would like to, we are not giving to our Guest representations or warranties, express or implied, (a) that the Website and the Product will meet their expectations or requirements, (b) that our Website is and will be uninterrupted, secure, timely or error-free, accurate or reliable, or (c) as to the results that may be obtained from use of the Website or the Product.
- 7.7. DeHedge or any of its affiliates may not be found liable:
  - 7.7.1. For any direct, indirect, punitive, incidental, special, exemplary, or consequential damages which may be incurred by our Guests under any theory of liability in any jurisdiction. This includes but is not limited to
    - 7.7.1.1. any loss of profit (whether incurred directly or indirectly);
    - 7.7.1.2. any loss of goodwill or business reputation;
    - 7.7.1.3. any loss of data, cost of procurement of substitute goods or services;
    - 7.7.1.4. other tangible or intangible loss whether based upon breach of contract, tort (including negligence), strict liability, or other legal or equitable theory,irrespective of whether DeHedge has been advised of the possibility of such damage.
  - 7.7.2. For any damages connected with
    - 7.7.2.1. the use or inability to use the site, services or content;
    - 7.7.2.2. any reliance by you on any content;
    - 7.7.2.3. any relationship or transaction between you and another Guests;
    - 7.7.2.4. any goods or services advertised on our Website or a linked site;
    - 7.7.2.5. deletion, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Website or the Product;
    - 7.7.2.6. your failure to provide DeHedge with accurate information upon registration and thereafter;
    - 7.7.2.7. your failure to keep your user name, password and Account information secure and confidential, and
    - 7.7.2.8. any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, or delay in operation or transmission or our Website.

- 7.7.3. Your sole and exclusive remedy is to terminate Account on the Website and/or any contract or other relations with DeHedge or stop using the Product.
- 7.7.4. Some legislations may restrict the limitations of liability under this section.
- 7.8. The Guest or Guest's enterprise if the Guest is representing the enterprise jointly and severally agree to indemnify and hold harmless DeHedge, its officers, directors, partners, shareholders, affiliates, agents, predecessors, successors and assigns, representatives, agents and information providers from and against any and all claims, demands, proceedings, damages, liabilities, costs, losses, expenses, penalties and interests, including, without limitation, reasonable attorney's fees, in any way arising from or in connection with Guest's use or access to the Website or Products, Guest's violation of the Terms, Guest's improper act or omission or posting or transmission of any content or other materials on, of or through the Website.
- 7.9. You expressly release DeHedge and its affiliates from any claim of harm resulting from a cause beyond our control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection failures, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, floods, fires or other natural disasters, strikes or other labor problems, wars, terrorist attacks, or governmental restrictions or new laws.
- 7.10. No joint venture, partnership, shareholder, employment or agency relationships are created or exist or will be exist between DeHedge and the Guest as a result of agreeing to these Terms and use of the Website.
- 7.11. Nothing on the Website can be considered as a promise of transparency or of any guaranteed quantitative result.

## **8. Applicable law**

- 8.1. Access to and use of this Website and these Terms is governed and shall be construed in accordance with the laws of Switzerland.
- 8.2. Any Guest claims shall be resolved amicably by way of negotiations. If you fail to resolve them by contacting us via the details mentioned in "Contact us" section below, under this Terms you are required to draft the written claim with all details of your requests to us and send such claim to us via email specified in "Contact us" section below. If we do not reply to you within 30 business days from the date of sending such claim to us, you shall have the right to submit your claim to arbitration.
- 8.3. Any legal action or proceeding relating to your access to, or use of, this Website or these Terms shall only and solely be referred to arbitration tribunal at ICC Switzerland in compliance with the rules of such arbitration by a sole arbitrator, and award of such arbitration shall be final and binding upon all participants in the dispute. The party that has lost the case shall cover all arbitration costs. You agree to submit to the jurisdiction of and agree that the venue is proper for an such legal action or proceeding.
- 8.4. If any provision in these Terms shall be deemed unlawful, void or for any reason, unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **9. Miscellaneous**

- 9.1. We have the right to assign our rights and obligations hereunder to any third party without any notice to you.



- 9.2. You won't technically be able to assign your rights or obligations hereunder to any third party because these Terms equally apply to any Guest and because your personality is of vital importance to us.
- 9.3. We reserve the right to amend these Terms and/or change this Website and/or Product anytime without a prior written notice to you.
- 9.4. These Terms and any other agreement between the Guest and DeHedge represent the entire agreement between DeHedge and the Guest with respect to the use of the Website and the Product, and the entire agreement supersedes any and all previous agreements, representations, warranties, statements, promises and understandings, whether oral, written or made by electronic means.

#### **10. Contact Us**

- 10.1. Please feel free to contact us with any comments, questions or suggestions you might have regarding the information described in this Website.
- 10.2. You may contact us at:  
help@dehedge.com