

Updated May 2023

**General Terms and Conditions
for Access and Use of the DyzSocial Platform**

PLEASE READ CAREFULLY! THIS DOCUMENT REPRESENTS THE LEGAL BINDING AGREEMENT BETWEEN DYZSOCIAL AND THE USER. WE INVITE YOU TO READ THESE TERMS & CONDITIONS BEFORE USING THE PROVIDED SERVICES. PLEASE, ALSO CHECK OUR PRIVACY POLICY, THAT, MUTUALLY WITH THIS LEGAL DOCUMENT, REPRESENT THE SET OF LEGAL CLAUSES APPLIED TO THE USE OF THE PLATFORM AND SERVICES.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our App and website and the use of our App and website. Nothing in this disclaimer will:

- limit or exclude the Service Provider's liability for misinterpretation of the information presented on the App and website;
- limit any of the Service Provider's liabilities in any way that is not permitted under applicable law;

Crypto Services require and carry, respectively, a high level of knowledge and risk, and can result in losses. The high level of risk means our Crypto Services are not suitable for everyone. If you are in any doubt, you should seek independent advice.

By submitting an application to request information or to initiate a commercial relationship with us, you confirm:

- that you have read the Disclaimer and all the documents supplied to you in connection with our Services and that you fully agree to them;
- that you understand and agree that our relationship may be amended from time to time, in which case you automatically agree to such modifications;

General provisions

The App and website are privately owned and operated DyzSocial LTD, a company registered in Rwanda. Throughout the site, the terms "we", "us", and "our" refer to the Owner of the platform. The Owner offers the App and website, including all information, tools and services available from the platform to you, the User, conditioned upon your acceptance of all the provisions stated here.

By visiting our website and/or availing a Service, you engage in the “Service” and agree to be bound by the following Terms and Conditions (“Terms and Conditions”, “Terms”). In case you do not agree with the clauses of the present document, please stop using the Services.

Any new features or tools which are added to the current line of Services shall also be subject to the Terms and Conditions. You can review the most current version of the document at any time on this page.

Interface

The platform provides access to a decentralized protocol that creates an ecosystem where the participants benefit in different ways from sharing content, govern the future of DyzSocial, and interact with the platform and transact using smart contracts (“Smart Contracts”).

Using the platform may require that you pay a fee on the DyzSocial platform to perform a transaction.

You acknowledge and agree that DyzSocial has no control over any transactions over the platform, the method of payment of any transactions, or any actual payments of transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your DyzSocial-compatible wallet address (“Cryptocurrency Wallet”) to complete any transaction on the platform or the DyzSocial platform before initiating such transaction.

When used on this platform, the terms “debt,” “lend,” “borrow,” “collateral,” “credit,” “leverage,” “bank,” “borrow,” “yield,” “invest” and other similar terms are not meant to be interpreted literally. Rather, such terms are being used to draw rough, fuzzy-logic analogies between the heavily automated and mostly deterministic operations of a decentralized-finance smart contract system and the discretionary performance of traditional-finance transactions by people. When the platform is used by users to access the platform and transact using Smart Contracts, there are no legal agreements, promises of payment, or courts of law, and therefore there are no debts, loans, or other traditional finance transactions involved.

1. INTRODUCTION

1.1. Contracting Parties

The Owner of the platform - as service provider,

and

"The User" - any legal or private entity which benefits of any of the Services at <https://dysocial.com>

1.2. Representations

Authority and Capacity. The parties and their legal representatives guarantee that they have the authority and capacity to enter into this agreement.

Enforceability. This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

1.3. Definitions

"Visitor" means any person who visits the websites but does not create an account with us.

"User" means the person or legal entity which creates an account with us and avails the services of the platform;

"Registration" or **"Register"** means the procedure of creating a user account on the App and website;

"Service" means any of the services described on our website at any given time, which are made available through the App and website, subject to this agreement;

1.4. Website Accuracy

Although we intend to provide accurate and timely information on the website, it may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.

In an effort to continuously provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the website are your sole responsibility and we shall have no liability for such decisions.

Links to third party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third-party materials accessible or linked to from the website.

1.5. Eligibility

To be eligible to use any of the Services, the User must either be legally incorporated, or at least 12 years old, and reside in a country (or an area) in which the relevant Services are accessible. Please note that our Services are not available in every country.

For the purposes of these Terms, applicable laws and regulations shall include the rules of any relevant regulatory authority or exchange and any applicable laws, rules, procedures, guidance, codes, standards and regulations (including, without limitation, accounting rules and anti-money laundering or sanctions legislation) in force from time to time.

2. THE RIGHT TO USE THE SERVICES

2.1. Procedures

In order to avail access to our product and services, the User is required to provide a set of information, including, without limitation: complete legal and contact information, payment and billing sources, and digital identification. The User also undertakes that during the validity of the contract it will keep data updated, accurate and true. The User is responsible for keeping any security information safe and secure. The User must not disclose these details to any person who is not authorized to access the Products or Services.

We reserve the right to refuse Services to anyone for any reason, at any time.

The User receives a limited, terminable, non-exclusive and non-transferable right of access and use the Services, in accordance with the terms of this Agreement, exclusively for the purposes for which the Services are construed.

2.2. Description of Services

DyzSocial is a community-governed social media platform that rewards creators. The platform combines the best of centralized and decentralized platforms, so that users enjoy standard social media features. Members must undergo KYC verification. Upload of content undergoes strict ethical rules governed by the community. Dyz Token (DYZ), issued on the Blockchain, is the currency that powers the entire DyzSocial economy.

Content creators are rewarded for their activity, through an innovative reward model, which is detailed on the platform, and which will be subject to change and adaptation, over time.

2.3. User's obligations

The User accepts the full responsibility for all activities connected its compliance with the terms of this document. It is at all times the User who is a party to this agreement with us, and who has all rights and obligations set out in this document.

The User accepts that we may contact the User through different means of communication, and provide general marketing information or other information about the Services.

2.4. Registration and Account Usage

Registration process. To use our Services, the Visitor will need to register for an account (a "User Account") by providing their name, email address, phone number, country, citizenship and a password (or in case of a legal entity, the full company details), and accepting these Terms and Conditions. By using the Account, the User agrees and represents that they will use our Services only for themselves or on behalf of the legal entity they are representing, and not on behalf of any third party, except for prior approval from us. The User is fully responsible for all activity that occurs under their Account. We may, in our sole discretion, refuse to open a User Account for you,

or limit the number of User Accounts that one may hold or suspend or terminate any User Account or the trading of any specific Cryptocurrency.

Access to third parties. If the User grants express permission to a third party to access or connect to the Account(s), either through the third party's product or service or through the website, the User acknowledges that granting permission to a third party to take specific actions on their behalf does not relieve them of any of the User's responsibilities under this Agreement. The User is fully responsible for all acts or omissions of any third party with access to the Account(s) and any action of such third party shall be considered to be an action authorized by the User. Furthermore, the User acknowledges and agrees that they will not hold us responsible for, and will indemnify us from, any liability arising out of or related to any act or omission of any third party with access to the Account(s).

Identity Verification. We reserve the right to require the User to undergo verification procedures. The User agrees to provide us with all the information legally required for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime. The user may need to complete certain verification procedures before they will be permitted to start using the Services, on a case-by-case basis. The limits that apply to their use of the Services may be altered as a result of information that may be collected on an ongoing basis.

The information we request will include personal information such as, but not limited to, name, address, phone number, email, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details.

During the AML/CFT, AML/KYC procedures, the User expressly authorizes us to make any enquiries, directly or through third parties, that we consider necessary to verify their identity or protect them and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. Additionally, we may require the User to wait some amount of time after completion of a transaction before permitting them to use further our Services and/or before permitting you to engage in transactions beyond certain volume limits.

Verification Procedures. We use multi-level systems and procedures to collect and verify information about the User in order to protect us and the community from fraudulent users, and to keep appropriate records of our customers. The User's access to the Services and limits including daily or weekly conversion limits, withdrawal and trading limits, instant buy limits, transfer limits, and limits on transactions from a linked payment method may be based on the identifying information and/or proof of identity that the User has provided to us.

2.5. Content

Our Service allows users to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through our Service, you represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through our Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through our Service. However, by posting Content using our Service you grant the community the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

DyzSocial has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of DyzSocial LTD or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

2.6. Prohibited usage

Under all circumstances, the User is strictly prohibited from permitting, assisting or enabling any individual or entity not authorized from accessing or using the Services. In the event that the User’s Personal Information is lost or stolen, or if there are reasons to believe that the Services has been accessed by an unauthorized user, the User is required to immediately contact our Support Service. Notwithstanding any provision to the contrary, nothing in this document shall be construed, interpreted or applied to impose responsibility or liability on us or our affiliates for any and all activities arising from the authorized or unauthorized access of the Services.

The following activities are prohibited and will result in immediate Services suspension or cancellation of the Services without the possibility of a refund, but with the possibility for us to impose supplementary fees and/or pursue civil remedies, in case of legal damages:

- Fostering or promotion of illegal, abusive, or irresponsible behavior;

- Misuse of system resources, such as programs that consume excessive network capacity, CPU cycles, or disk IO, disruption or interference of any data system or network, unauthorized collection or use of e-mail addresses, screen names or other identifiers, use of the Services to distribute software that covertly gathers information about a user or covertly transmits information about the user, monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Spam, Unsolicited Bulk Email, Forged Email, Phishing Email, etc;
- Transmission, distribution, or storage of any information, data or material that is protected by copyright, trademark, trade secret, or any other intellectual property rights. Any usage that prompts the receipt of abuse complaints pertaining to violation of any international copyright law will be discontinued;
- Access to other computers or networks without authorization;
- Providing false data on any contract or application: including fraudulent use of credit card numbers;
- Any conduct that is likely to result in retaliation against our network or website, including engaging in behavior that results in any server being the target of a DoS attack;
- Any attempt to probe, scan, penetrate or test the vulnerability of our systems or networks, or to breach our security or authentication measures, whether by passive or intrusive techniques;
- Any other activities viewed as illegal or harmful by any jurisdiction;

3. SUSPENDING OR TERMINATING THE SERVICES

Right to suspend the Services. The community, through its governance system, may, acting reasonably, suspend the User's Services at any time.

If the User's Services are suspended, the User will be able to close any existing trades but will not be permitted to open any new trades or agreements. The circumstances where the User's Services may be suspended include, but are not limited to:

- when we have not received information within 10 days of a request (or sooner if so reasonably required), when we believe that we require such information in connection with this document;
- when we have reason to believe that there has been a breach in the User's security or that there is a threat to the User's security;
- when the User's activity or conduct is such that we believe acting reasonably at all times has or is likely to impair the integrity, functionality, speed or reliability of our organization or compromise, impair, restrict or prevent our ability to operate a fair and orderly market;

Right to close the User's Services. The community may, acting reasonably, close the User's Services at any time. We shall normally notify the User by email and such termination will take

effect upon notice being sent to the email address. If the community elects to close the User's Services, where possible or appropriate the User will have 14 working days to close any undergoing operations. If the User has not closed all undergoing operations within the 14 days provided, we shall be entitled to close all operations the next Business Day. The circumstances where the User's Services may be closed include but are not limited to where:

- the User repeatedly fails to provide information requested, when we believe that we require such information in connection with this document;
- the User has persistently acted in an abusive manner toward our staff and the community (for example by performing what we consider to be a serious discourtesy or the use of offensive or insulting language);
- the information provided to us as part of the application process to open the User's Services is demonstrably untrue;
- in our opinion, the User's operations are likely to have a negative impact on the quality of the Services and, therefore, a potential detrimental effect on the members of DyzSocial community.
- if in our opinion, the User's operations pose a security threat

4. INTELLECTUAL PROPERTY RIGHTS

The User hereby acknowledges and agree that we own the intellectual property rights for the App, website, the logo, the platform, the crypto project in its entirety and the underlying Token, for all present and future materials and services, including, but without limitation to, copyrights, patents, trademarks, and trade secrets, works, images, pictures, dialogues, music, sounds, videos, documents, drawings, figures, logos and any other material published on <https://dyzsocial.com/>, including menus, web pages, graphics, colors, schemes, tools, the website's fonts and design, diagrams, layouts, methods, processes, functions and software which are part of <https://dyzsocial.com/>, and are protected by copyright and by all other intellectual property rights. The User's possession, access, and use of our services do not transfer to the User, or to any third party, any rights, title, or interest in or to such intellectual property rights.

The User must not, without prior written our consent:

- Republish material from <https://dyzsocial.com/>
- Sell, rent or sub-license material from <https://dyzsocial.com/>
- Reproduce, duplicate or copy material from <https://dyzsocial.com/>
- Redistribute content from <https://dyzsocial.com/>

5. SECURITY

Confidentiality. User's privacy is important to us and we will abide by our Privacy Policy. We reserve the right to modify our Privacy Policy from time to time.

Processing of personal data. The Services offered by us entail collecting and processing of User's personal data.

We are the Controller and Processor, in accordance with the international data protection regulations. The User can find all the relevant legal details relating to data Protection in the Privacy Policy section of the website.

6. SPECIAL DISCLAIMER

OUR SERVICES ARE PROVIDED "AS IS." WE, OUR AFFILIATES AND OUR EVENTUAL SUBPROCESSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE REGARDING OUR SERVICES, INCLUDING ANY WARRANTY THAT THEY WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF RISK OR ADVERSE ELEMENTS, OR THAT ANY CONTENT, INCLUDING THE CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND SUBPROCESSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7. LIMITATION OF LIABILITY.

Limitation of liability. If we are held responsible for paying damages to the User as a consequence of breaches of any of the obligations under this Agreement, such damages may in no event include compensation for indirect loss or damages of any kind which may arise as a result of, or in connection with, such breach. Indirect loss includes, but is not limited to, loss of profit of any kind, losses as a consequence of disrupted operations, loss of data, lost savings. Our liability under this Agreement is therefore limited to direct loss, unless otherwise set out in mandatory applicable law, for example, damages due to gross negligence or intent.

If standardized sanctions are agreed, these standardized sanctions shall be the sole and exclusive remedy for the matter and no other claims may be made based on the same situation.

Even though we will use appropriate care to ensure secure transmission of information between the User and the Services, the User recognizes that the Internet is an open system and that we cannot warrant that a third party cannot or will not intercept or alter data during the transmission. We take no responsibility for such unauthorized access to, use or alternation or publication or loss

of data. Neither are we responsible for lack of availability of the Services when this is directly or indirectly caused by the User or by circumstances for which the User is responsible or the reconstruction of data regardless of cause.

8. FORCE MAJEURE

If the use and execution of the Services are wholly or partly prevented or materially impeded by circumstances beyond the parties' control, both parties' obligations are suspended for as long as the circumstances are relevant and as long as these circumstances last. Each party may, however, in accordance with section 10 of this Agreement, terminate the Agreement if the force majeure makes it particularly burdensome for that party to continue the Agreement.

In the event that law, rules or regulations applicable to the use or delivery of the Services is changed or new rules or regulations are adopted after the Services have been made available on the market and this prevents us from fulfilling the User's instructions regarding processing of personal data or other obligations in this Agreement, and/or this requires full or partial termination of access to the Services for a limited or indefinite period of time, this shall be considered as a force majeure circumstance. We are in no way responsible for any such or other force majeure circumstance.

9. TRANSFER OF SERVICES

The User is not entitled to transfer all or part of the right to use the Services to another entity. We may fully or partially transfer its rights and obligations under the Agreement to subsidiaries or other companies within the same group, hereunder use these as sub-contractors, provided that this is done in such a manner that it is ensuring compliance with the obligations under all relevant data protection laws from the User's perspective.

10. ERROR REPORTING AND FEEDBACK

You may provide us directly at info@dyzsocial.com with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable,

unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

11. COMPLAINTS

The Company shall maintain effective and transparent procedures for the reasonable and prompt handling of complaints received from the User and shall keep a record of each complaint and the measures taken for its resolution or handling.

The Parties agree to make every reasonable effort for resolving any disputes between them before commencing any litigation proceedings.

12. GOVERNING LAW

This Agreement is governed by and construed in accordance with all the applicable international laws. Exclusive jurisdiction and venue for any action arising under this Agreement are in the Courts of Justice from the headquarters of DyzSocial, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

13. ENTIRE AGREEMENT

These Terms and Conditions, together with the Privacy Policy and the Data Processing Agreement constitute the entire agreement between the parties concerning any level of contractual relationship.

No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. Our failure to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

14. ACKNOWLEDGMENT OF TERMS

The User acknowledges that they:

- (a) have read this agreement prior to initiation of use of our Services;
- (b) understand the terms of this agreement;

(c) have signed this agreement voluntarily by ticking the checkbox, upon account creation procedure;

IN WITNESS WHEREOF, the Parties have executed this Agreement.