

## **DIONE PROTOCOL TERMS OF USE**

These terms of use, together with any other agreements or terms incorporated by reference, including our Privacy Policy (available at <https://www.dioneprotocol.com/legal/privacy>) (the "Terms") set forth the basis on which you are permitted to access and use the Dione Protocol, the website, [www.dioneprotocol.com](http://www.dioneprotocol.com), and other related websites, mobile applications, features and services (collectively, the "Protocol"), including, without limitation, as well as all content software, products and services offered and/or operated by Dione Protocol Foundation and/or third parties through the Protocol (collectively, the "Services"), available for your use subject to the terms and conditions set forth in this document, as may be revised from time to time by the Dione Protocol Foundation ("we", "Dione" or the "Foundation").

These Terms constitute a binding and enforceable legal contract between Dione and You. By using the Services, you agree to these Terms. If you are entering into these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the term "You" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with these Terms, you must not accept these Terms or use the Services. THESE TERMS INCLUDE, AMONG OTHER THINGS, A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. PLEASE REFER TO THE SECTION ENTITLED "DISPUTE RESOLUTION" BELOW FOR MORE INFORMATION.

### **1. The Protocol**

- 1.1. The Protocol is a decentralized, layer-one blockchain network, uniquely powered entirely by off-grid, eco-friendly energy sources. It is dedicated to supporting green initiatives and sustainable practices in the blockchain space. The Protocol originated as a fork of the Avalanche blockchain but has since transitioned to its own native network. This transition may involve changes in the Protocol's features, including validator rewards and network functionalities.
- 1.2. We have taken reasonable measures to ensure the accuracy of the information on the Protocol; however, we do not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness of the content in respect of any Service or products available through the Protocol, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access this Protocol, or from any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our platform. We will not have any liability for the use or interpretation of such information. The information and content on the Protocol are subject to change without prior notice and is provided for the sole purpose of assisting users to make independent decisions.
- 1.3. Use of and access to the Protocol is not intended for any person or entity in any jurisdiction or country where such access or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Protocol from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### **2. User Obligations and Restrictions**

As a condition to your access to and use of the Protocol and Services, you acknowledge, understand, represent and agree as follows:

- 2.1. You agree to comply with all applicable laws, rules and regulations;
- 2.2. You represent that you are not a Restricted Person; "Restricted Person" shall mean any natural person or legal entity who (i) resides, (ii) is located (iii) is incorporated, or (iv) has a registered office, in any Restricted Jurisdiction;

- 2.3. “**Restricted Jurisdictions**” shall mean any of the following: resident, national, or agent of Cayman Islands, Panama, Cuba, Iran, North Korea, Syria or any jurisdiction subject to comprehensive sanctions or embargoes by the FATF, the UN Security Council, or the competent authorities of the United States, the European Union or the Cayman Islands. We may, from time to time and in our sole discretion, add or remove any jurisdiction from the list of Restricted Jurisdictions;
- 2.4. You represent that you are not subject to economic or trade sanctions administered or enforced by any governmental authority; or otherwise, you are not subject to any sanctions regime maintained by the United States government, the United Kingdom government, the European Union, or the United Nations, including without limitation the U.S. Office of Foreign Asset Control Specifically Designated Nationals and Blocked Person List, and you are not an agent or an associate of any person or entity subject to any such regimes;
- 2.5. You do not, and will not, use VPN software or any other privacy or anonymization tools or techniques, or other means, to circumvent, or attempt to circumvent, any restrictions that apply; and
- 2.6. Your access to the Protocol and Services is not (i) prohibited by and does not otherwise violate or assist you in violating any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, letter, or another directive, requirement, guidance, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, letter, order, judgment, directive or other requirements, guidance, or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Dione or you as otherwise duly enacted, enforceable by law, the common law or equity; or (ii) contribute to or facilitate any illegal activity.
- 2.7. From time to time, the Protocol and Services may be inaccessible or inoperable for any reason, including, but not limited to: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Dione or any of its suppliers or contractors may undertake from time to time; (iii) causes beyond Dione’s control or that Dione could not reasonably foresee; (iv) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (v) unavailability of third-party service providers or external partners for any reason;
- 2.8. Dione does not act as a broker or advisor for you; and
- 2.9. You are solely responsible for your use of the Protocol and Services, including any and all transfers of digital assets.
- 2.10. As part of our commitment to sustainability, we encourage users to engage in eco-friendly practices when interacting with the Protocol.

### **3. Intellectual Property Rights**

- 3.1. All rights not expressly granted to You under these Terms are reserved by Dione. We reserve all rights, title and interest to the Services, the Protocol and any of their related intellectual property rights. The Terms do not convey to You an interest in or to Dione’s intellectual property rights. Nothing in the Terms constitutes a waiver of Dione’s Intellectual Property Rights under any law.
- 3.2. To the extent You provide us any feedback, comments or suggestions (“**Feedback**”), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Services or any of our current or future products or services.
- 3.3. “Dione”, “Dione Protocol”, “Orbit”, “Odyssey”, “Nebra” Dione logo, and any other Dione product or service names, logos or slogans that may appear on our Services are trademarks of

Dione Protocol Foundation and may not be copied, imitated or used, in whole or in part, without our prior written permission. You will not use any trademark, product or service name of Dione without our prior written permission, including without limitation any metatags or other “hidden text” utilizing any trademark, product or service name of Dione. In addition, the look and feel of our Services and the Protocol, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Dione and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

4. **Fees.** Fees may be incurred for part of the Services provided by us to you. By using our Services, you agree to incur these fees. We have the right to set and modify its fee structure at its discretion. We may also start charging fees on free services. Any fee changes shall be announced in advance.
5. **Indemnification.** You will indemnify, defend, and hold harmless Dione, its affiliates, resellers, employees and agents (the "**Indemnified Parties**") from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of any claim, demand, suit or proceeding by a third party alleging that your use of the Protocol or Services infringes or misappropriates a third party's intellectual property rights or violates applicable law or that your use of the Services is in violation of these Terms.
6. **Risk Statement.** This Section provides you with information about the risks associated with our Services. Please read this risk disclosure statement ("**Risk Statement**") carefully before using the Protocol and/or Services.
  - 6.1. This Risk Statement is not intended to disclose or discuss in detail all of the risks associated with the use of our Services. This Risk Statement is not exhaustive and only outlines the general nature of the risks involved. Users should ensure that their decisions are made on a well-informed basis, and they should undertake their own assessment as to the suitability of using our Services in the light of their experience, objectives, resources and their specific needs and requirements.
  - 6.2. By engaging with the protocol, you are deemed to have reviewed, understood and accepted the risks associated with our Services.
  - 6.3. You acknowledge and agree that it is your responsibility to stay up to date with the updated Risk Statement published from time to time.
  - 6.4. Conducting activities through the use of blockchain and other technologies involves significant risk and can result in substantial losses. You should therefore carefully consider whether engaging in such activities if permitted/enabled is suitable for you in light of your financial condition and understanding of the relevant activity and any assets and technologies involved.
  - 6.5. You should exercise caution and prudence in conducting any technology-based activities, including (without limitation) entering into any transactions involving blockchain and/or using any smart contract solutions.
  - 6.6. You shall bear any loss as a result of your own actions or omissions relating to the use of the Protocol or Services, including but not limited to: (i) “fat finger” input or instructions errors, including price or quantity errors. All instructions sent via the Services will be routed to the relevant product and service provider we take no responsibility, express or implied, for verifying any instruction; (ii) mis-timing or mis-submission of instructions; (iii) forgetting

or leaking your password; (iv) computer or network issues, including any hacks or virus-related issues; (v) third parties accessing and using your account for any reason.

- 6.7. You acknowledge that we shall not be responsible for any communication failures, disruptions, errors, distortions, or delays (in each case whether or not such event can be controlled or is caused by us) you may experience when using the Protocol, howsoever caused. Also, there are risks associated with the use of Services including, but not limited to, the failure of hardware, software, and Internet connections (in each case whether or not such event can be controlled or is caused by us).
- 6.8. You are responsible for complying with all applicable laws and regulations and are solely responsible for determining which laws may apply, including any applicable tax laws. You shall be solely responsible for reporting and paying any taxes arising from its use of the Protocol or Services. Any regulatory changes or actions by the competent authorities or any authorities may adversely affect the use of our Protocol and Services.
- 6.9. Website and internet pages, investor relations releases, Telegram or Twitter threads, posts, AMAs, oral or written outlooks, presentations, audio and video recordings of events, and other publications from websites may contain optimistic, forward-looking statements that reflect Dione and our current views with respect to prospective projects and events, including with regard to the \$DIONE token or the migration to mainnet. Certain words, including but not limited to, “anticipate,” “assume”, “believe”, “estimate”, “expect”, “intend”, “may”, “plan”, “project”, and “should”, as well as other expressions that often identify forward looking statements. These statements are subject to risks, uncertainties, and changes due to many factors, including but not limited to: changes in exchange rates, interest rates, and commodity prices; the introduction of new and/or competing technology and ideas; increased market incentives; and a decline in demand for current Services or other products.
- 6.10. In addition to this Risk Statement, please refer to the Important Notice set forth on **Exhibit A**, which provides essential insights into the workings of the Dione ecosystem, the role of the Dione Protocol Foundation, and critical disclaimers.
7. **Disclaimer.** THE PROTOCOL AND/OR SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE PROTOCOL AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PROTOCOL AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PROTOCOL’S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE PROTOCOL AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PROTOCOL, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PROTOCOL, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PROTOCOL BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PROTOCOL. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PROTOCOL, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN

ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

8. **Limitation of Liability.** IN NO EVENT WILL DIONE BE LIABLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF Dione HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIONE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR TO THE PROTOCOL OR SERVICES EXCEED AN AMOUNT OF US\$100.00. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
9. **Term and Termination.** These Terms and Conditions shall remain in full force and effect while you use the Protocol. Without limiting any other provision of these terms and conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Protocol (including blocking certain IP addresses), to any user for any or no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms and conditions or of any applicable law or regulation. We may block your access to or participation in the Protocol without warning, at our sole discretion. In addition, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.
10. **Modifications and Interruptions.** Dione may change the Terms from time to time, and such change will become effective upon the date on which it is posted on Dione's website or otherwise through the Protocol. You are responsible for checking the website regularly for such changes. By continuing to access or use the Protocol you agree to be bound by the revised Terms. We reserve the right to modify or discontinue all or part of the Protocol without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Protocol or any product or feature thereof. We cannot guarantee the Protocol will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Protocol, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Protocol at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Protocol during any downtime or discontinuance of the Protocol. Nothing in these Terms will be construed to obligate us to maintain and support the Protocol or to supply any corrections, updates, or releases in connection therewith.
11. **Governing Law and Dispute Resolution.** These Terms and your use of the Protocol and/or Services are governed by and construed in accordance with the laws of the Republic of Panama, without regard to its conflict of law principles. Any civil action or legal proceeding arising out of or relating to these Terms will be brought under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration shall be held in the English language and the place of arbitration shall be Panama City, Panama. The arbitrator's decision will be final and binding upon the Parties. All arbitration costs and expenses, including the arbitrator's fees, will be borne equally by the Parties, unless otherwise awarded by the arbitrator in his discretion. Each Party hereby waives any forum non convenience claim in connection with said arbitration or any similar objection or any claims against the enforcement of the arbitrator's ruling in any applicable jurisdiction. If a court of competent jurisdiction should find any part of these Terms invalid, that provision will be omitted and the remainder of these Terms remains in effect and be construed so as to best effectuate the original intent and purpose of these Terms.

12. **General.** If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties. No waiver by us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms. Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and Dione. These Terms contain the entire agreement between Dione and You relating to your use of the Services and supersedes any and all prior agreements between Dione and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by Dione in these Terms. You may not assign your rights or delegate your obligations under these Terms without Dione's prior written consent. Any purported assignment contrary to this section will be null and void. Dione may assign its obligations hereunder. There are no third-party beneficiaries to these Terms. Without limiting this section, Users are not third-party beneficiaries to your rights under these Terms.

## **Exhibit A**

### *IMPORTANT NOTICE*

The evolving landscape of the Dione public blockchain represents a dynamic fusion of distributed ledger and computational technologies, shaped by a diverse array of contributors. As an ever-changing entity, Dione thrives on the collective input and innovation of its community.

At the heart of this community is the Dione Protocol Foundation (referred to as "the Foundation," "we," or "our"), playing a pivotal role in nurturing the Dione ecosystem. Our engagement spans a spectrum of initiatives, including but not limited to: (i) developing and implementing different types of software, such as smart contracts and dApps, subnets, APIs, utilities and upgrades, bridges to other blockchains and wallet software, and helping others do the same; (ii) staking tokens and operating one or more nodes/validators; and (iii) generally being an overall resource to the community in a variety of other ways.

While the Foundation is nonprofit, but some of our activities may occasionally yield revenue or investment gains. These proceeds are reinvested into the Dione community and allocated towards compensating our service providers. Our involvement extends to transactions involving \$DIONE tokens and other crypto assets, both fungible and nonfungible, linked to the Dione blockchain. These transactions, encompassing private sales, open market dealings, and DeFi protocols, may involve preferential pricing based on transaction volumes.

All aforementioned endeavours, including our software, content, and activities, are collectively referred to in this Notice as "Our Contributions." These Contributions may sometimes be compensated, while at other times they are not.

The Foundation expressly disclaims any representations, warranties, guarantees, or undertakings, whether explicit or implied, regarding the Dione public blockchain or Our Contributions. This includes, but is not limited to, warranties of compliance, accuracy, reliability, merchantability, fitness for a particular purpose, and noninfringement. Neither the Foundation nor its affiliates shall be liable for any claims, damages, or liabilities arising from the use, interaction, or reliance on the Dione blockchain or Our Contributions.

To avoid confusion on the part of those interacting with us, it is important that you understand the following key clarifications:

- The Dione public blockchain operates as a decentralized, permissionless platform, devoid of a singular controlling authority or point of failure. The Dione Foundation holds no exclusive power over the blockchain's data, software, or smart contracts.
- Engaging with the Dione blockchain is at your sole risk.
- We encourage thorough research and staying informed about updates and developments related to the Dione blockchain and Our Contributions.
- The Foundation's responsibility and representations regarding the Dione blockchain and its functioning are limited to what is explicitly stated in writing.
- Compliance with laws, rules, and contractual obligations varies across jurisdictions and is subject to change. It is your responsibility to ensure compliance in your dealings with the Dione blockchain.
- You are solely responsible for the security of your private keys and seed phrases associated with your Dione blockchain wallet.
- Third-party information, content, or materials referenced by us are for informational purposes only and are not verified for accuracy.

- Due diligence is crucial when engaging with the Dione blockchain and its components. Always verify information and functionality independently.
- Discussions about future developments reflect our aspirations and are not guarantees or commitments. The rapid pace of technological change means that our visions and predictions may not always materialize or remain accurate.
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