

CANDAO SITE TERMS AND CONDITIONS

These Terms and conditions ("**Terms**") regulate access and usage of www.candao.io ("**Site**") managed by CANDAO INFORMATION AND WEB SERVICES LTD. with its registered office in Seychelles, registration number 237097 (the "**Company**", "**we**," "**our**," or "**us**").

You shall read these Terms carefully. If you do not agree to be bound by any provision of these Terms and/or the Privacy Policy or you do not understand and fully accept them, you should not use the Site.

By using the Site, you: (1) confirm that you accept to be bound by these Terms, and (2) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy available at www.candao.io.

These Terms do not constitute an invitation to invest and do not relate to an offer of securities in any jurisdiction. They do not contain any investment recommendations.

1. Eligibility

To use the Site: (i) you must be at least eighteen (18) years old and legally competent to accept these Terms; (ii) you must not be a resident of any country, territory or jurisdiction which is subject to trade or financial sanctions, and (iii) you must not be subject of any such sanctions.

If you are using our Site on behalf of a legal entity, you further represent and warrant that: (iv) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (v) you are duly authorized by such legal entity to act on its behalf.

You can only use our Site if permitted under the laws of your jurisdiction and in the manner permitted by the laws in general. You are solely responsible to determine whether or not that is the case.

For the avoidance of doubt, you may not use the Site if you are located in, or a citizen or resident of any jurisdiction where your use of our Site would be illegal or otherwise violate any applicable laws.

You agree that that you may only be using Site with legally-obtained funds that rightfully belong to you.

By using Site, you represent and warrant that you meet all eligibility requirements outlined in these Terms.

2. Modification to the Site. Indicative roadmap

Our Site will evolve over time.

The functions of Candao protocol will become available gradually, in line with the indicative roadmap accessible at the Site. Because the concept is novel and web3 technology develops rapidly, the specific features of the functions as described in the Site as well as the deadlines may change due to, among others, the technology constraints, access to professional skills and to financial resources.

We also reserve the right at any time to modify or discontinue the Site (or any part thereof) without notice at any time. We shall not be liable to you or any third-party for any modification, information change, suspension or discontinuance of the Site.

We reserve the right - but are not obligated to - limit the provision of Site to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis in our sole discretion. We reserve the right to limit the type, amount, and quantities of any accounts which can be claimed via this Site. Moreover, we reserve the right to discontinue claiming accounts at any time.

3. Modifications to the Terms

We also reserve the right to make changes or modifications to these Terms from time to time in our sole discretion by posting the amended Terms on the Site. The amended Terms will be effective immediately thereafter and your use of the Site following the date on which such amended Terms were published will lead to your consent of these amendments.

If at any point in time you decide that you no longer wish to be bound by the Terms or by the Privacy Policy, you should stop using the Site and delete your account. Such an action will not lead to a full termination of our relationship – for details see clause **“Termination and Survival of the Terms”** below.

4. Using the Site

4.1. Account

In order to use the Site, you must be the registered user, meaning you need to create an account on the Site and connect your Wallet as defined below.

The account is created by entering the access code provided by another user of the Site or Candao App and providing the following data: name or username and telephone number. We will contact your telephone number in order to activate the account.

4.2. Wallet

You may connect any of your digital asset wallets provided that it supports “wallet connect” protocol (**“Wallet”**).

The connection of the Wallet is done by using the “connect wallet” button on the Site.

Your public key and your wallet address are visible to anyone and your activity will be discoverable on the blockchain. To the extent your public key or wallet address can be linked back to you, it would be possible for someone to determine your identity.

The Wallet may implement integration with liquidity providers allowing you to make exchanges between digital asset as well as between digital asset and fiat money. These transactions are executed by liquidity providers. Your legal relationship with these liquidity providers is governed by their terms of use

There may be transaction fees (e.g. mining or gas fees) associated with your virtual currency transactions that are required by the virtual currency system or blockchain network that you engage with.

4.3. Candao Priority Pass

The first 25 000 users who will register on the Site may purchase the Candao Priority Pass (**“Priority Pass”**).

The minimum price of the Priority Pass is USDC (binance smart chain only) 150 (one hundred fifty), but any higher price is accepted – see below for details. For the avoidance of doubt, as it is the case in other operations, in order to effect transfer of the funds, you must also have in your Wallet certain amount of BNB serving as “gas”.

The Priority Pass gives you:

- a. The right to buy “**Your domain name**” which you will be able to use instead of your public key of Wallet. The use of Your domain name will initially be possible within our structure (i.e. the Site) only. Your own name will be stored on the blockchain in the future;
- b. On-Chain Profile - a non-fungible token to be developed in the future which will allow you to generate your personal profile. You will have the ability to create and contain the history of all your activity, including all the posts, mirrors, comments and other content originating from that.
- c. The right to airdrop of CDO Tokens i.e. the tokens to be generated upon Token Generation Event, as described in the whitepaper accessible under the link <https://gitbook.candao.io/whitepaper/> (“CDO”). The number of CDO airdropped will depend on the amount of money paid for the Priority Pass and the current value of CDO as disclosed at www.candao.io. That value will vary over time and will be at our sole discretion by Candao, taking into account, among others, the interest in purchasing the Priority Passes.

4.4. Promotional lottery

In addition to the benefits specified above, the purchasers of the Priority Pass may benefit from the participation in a promotional lottery. The final decision to organize and the details of the lottery are subject to certain conditions, including obtaining regulatory approvals, if and to the extent they are required. The details of the lottery (if we will organize it) will be published separately.

4.5. Your domain name

Once you are the holder of the Priority Pass you will be entitled to reserve Your domain name. The name of Your domain name is subject to availability. Also, the higher the price paid for the Priority Pass, the shorter the name may be.

In Your domain name you should use no registered trademarks (i.e. any trademark that is legally protected in certain countries or worldwide). In certain cases, we may block that possibility ourselves, but as a rule we will not double check whether the domain name you propose is a registered trademark or not; it is your sole responsibility. In case the domain name is a registered trademark, not only we may be obliged to block it, but you may face claims from the owner of the trademark rights and, as a result, you may be subject to sanctions, financial and/or others.

4.6. Prepay Deposit

Prepay deposit can be made by anyone from March 13, 2023, in USDC binance smart chain only.

The minimum value of the prepay deposit is 500 USDC (binance smart chain). No partial amount will be accepted.

We have the right to disable the acceptance of the prepay deposits at any time. This right will be used in case of unpredicted, adverse circumstances.

The placing of the prepayment deposit is equal to the declaration that you:

- a. purchase a Priority Pass (the highest possible package allowed by the amount so paid), and/or
- b. receive an airdrop of CDO in the number corresponding to the remaining funds (after purchasing the Priority Pass),

both with effect on 20 March 2023, provided that:

- c. if you bought the Priority Pass in the meantime, then the entire prepay deposit will be spent on the purchase of CDO.

No other use of the prepayment deposit is possible.

The prepay deposit is irrevocable, e.g. it will not be possible to transfer the funds to another wallet.

In case of ambiguity, the entire prepay deposit will be sent back to the original wallet. This function may be performed only by us.

4.7. Reservation

In connection with the airdrop of CDO, please note the following:

The regulations relating to transactions in crypto assets are often vague and unclear. Moreover, the purchase of crypto assets is or may be restricted in certain jurisdictions. Without limitation, the information accessible on the Site is intended only for persons who are not residents of the United States, People's Republic of China, Australia, Canada, Hongkong, Japan, Singapore, South Africa or South Korea and who are not in the United States, People's Republic of China, Australia, Canada, Hongkong, Japan, Singapore or South Africa or are not residents or are not in any other jurisdiction in which the transactions and/or purchase of crypto assets is restricted or prohibited ("**Restricted Location**").

The information accessible on the Site does not constitute an offer or a call for any crypto asset in any Restricted Location or any other jurisdiction in which such offer or invitation is not eligible, or to any person if you will submit or invite.

Without limitation, the information accessible on the Site is intended only for persons who are neither U.S. person (see below) nor acting on behalf of such U.S. person nor located in or otherwise attempting to access the Site from the Restricted Location.

The term "**U.S. person**" means: (a) any natural person resident in the United States; (b) any partnership or corporation organized or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a U.S. person; (d) any trust of which any trustee is a U.S. person; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (h) any partnership or corporation if: (i) organized or incorporated under the laws of any foreign jurisdiction; and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) promulgated under the United States Securities Act of 1933,) who are not natural persons, estates or trusts.

In consequence, in order to be able to use the Site, each User will be required to confirm that he/she (i) is not U.S. person, (ii) is not acting of behalf of any U.S. person nor (iii) is not located in or otherwise attempting to access this website from the Restricted Location.

5. Site Limitation or Discontinuation

We may, but are not obligated to, limit the provision of Site to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis in our sole discretion.

6. Third Party services

Site may include materials from third parties, including third-party links that may direct you to third-party websites, applications, or resources that are not affiliated with us. We are not responsible for examining or evaluating their content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party products.

7. Obligation to ensure compliance with Regulations; Prohibited uses

We value individual freedom in using the Site. But freedom means responsibility for your actions. Membership of Candao does not mean immunity from bearing consequences of any illegal or illicit activity on the Site.

You are the only one responsible for ensuring that you use the Site in compliance with laws and regulations, the local ones as well as those with international reach (together, "**Regulations**").

Therefore, without limitation and in addition to other prohibitions as set forth in these Terms, you are prohibited from using Site and Site itself and/or from enabling any other person or entity to use the Site:

- a) for any unlawful purpose;
- b) to solicit others to perform or participate in any unlawful acts;
- c) to violate any Regulations that may be relevant in the context of a particular activity, including without limitation any Regulations that may apply, limit or restrict the offerings and trading in securities and/or other financial instruments or Regulations that are relevant in the context of prevention of money laundering and/or combatting terrorism;
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f) to submit false or misleading information;
- g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of Site or the Internet;
- h) to collect or track the personal information of others without the explicit consent of the person or entity concerned;
- i) to spam, phish, pharm, pretext, spider, crawl, or scrape;

- j) for any obscene or immoral purpose; or
- k) to interfere with or circumvent the security features of the Site or the Internet.

We reserve the right to terminate your use of Site for violating any of the prohibited uses.

Also, all such and other illegal actions may be prosecuted by the relevant authorities, and blockchain technology allows to trace them down to their origin.

8. Limitation of liability

We as well as our officers, directors, agents, joint ventures, employees, suppliers and advisors, are not liable for any damages, including without limitation loss of profit, caused by or result, including without limitation from:

- a) your use of the Site;
- b) errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, network communication failure, theft, destruction or unauthorized access;
- c) use or modification of your transactions or content if such unauthorized access by third parties occurred as a result of your actions;
- d) interruptions or lack of access to the Site and/or Priority Pass;
- e) losing your Wallet data, including your private key;
- f) transactions regarding digital asset you decided to make;
- g) implementation of actions that could pose a threat to the normal functioning of the Site;
- h) any actions or acts of omission of you in complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

9. Acknowledge and assumptions of the risks

The functionalities of the Site are mostly developed with the use of blockchain (distributed ledger) technology. You bear all risk associated with the use of such functionalities(including the Wallet), including without limitation:

- 1) *risks of engaging in transactions that rely on smart contracts and other experimental technology:*

Transactions by using your Wallet rely on smart contracts stored on a blockchain, cryptographic tokens generated by the smart contracts, and other nascent software, applications and systems that interact with blockchain-based networks. These technologies are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of digital asset (tokens, cryptoassets), their market value, or digital funds. You are solely responsible for the safekeeping of the private key associated with the Wallet. We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.

2) *risks of using the Site*

You are solely responsible for evaluating the functionalities of the Site before using them, and all transactions and blockchain entries accessed through the Wallet are irreversible, final, and without refunds. The services and/or Wallet may be disabled, disrupted or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all of the potential risks of using and accessing the Site. You agree to accept these risks;

3) *risks of losing access to the Wallet and your digital asset*

A private key or a combination of private keys is necessary to control and dispose of the digital asset. Accordingly, loss of requisite private key(s) will result in loss of such digital assets. Moreover, any third party that gains access to such private key(s), e.g. by sharing information through Wallet, may be able to misappropriate the digital assets.

Hackers or other groups or organizations may attempt to interfere with your digital asset, cryptocurrency in a number of ways (e.g. denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks).

These risks may increase with the development of technology (e.g. quantum computing).

4) *risks associated with dependence on technology environment*

The functionalities of the Site may depend on the accuracy and robustness of technological tools and the environment. Without limitation, the Site may be subject to attack by hackers or other groups or organizations that may adversely affect the operation of Site. Those risks may increase with the development of technology.

Digital assets, cryptocurrencies and blockchain technologies are new and untested technologies. In addition to the risks outlined in these Terms, unforeseeable risks may also materialize.

10. Our right to restrict or deny access to Site

You agree that we have the right to restrict your access to the Site if we suspect, in our sole discretion, that: (a) you are using the Site for money laundering and/or any illegal and/or fraudulent activity; (b) you have acquired cryptoassets using inappropriate methods, including the use of stolen funds to purchase such assets; (c) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (d) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists), or any other sanctions lists administered by OFAC; (d) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions; or (f) you have otherwise acted in violation of these Terms.

If we have a reasonable suspicion that you are utilizing the functionalities of the Site for illegal purposes, we also have the right to take any other action we deem appropriate.

11. Fees

The usage of the Site is free of charge. However, any purchases regarding Priority Pass, Your domain name, CDO or other functionalities provided are or may be subject to a fee.

Also, all transactions using blockchains require the payment of fees (usually called “gas fees”) paid on every transaction that occurs on the selected blockchain network. It is at your charge to cover them.

12. Disclaimer – no Warranty

The Site is provided on an “as is” and “as available” basis. No implicit or explicit warranty or guarantee is given in respect of the usage of Site (the Wallet) by you. In case any law of any applicable jurisdiction implies that a warranty or guarantee is given, such warranty or guarantee is hereby irrevocably waived to the maximum extent permitted by such law.

As a condition to accessing or using the Site, you acknowledge, understand, and agree that:

- a) from time to time, the Site may be inaccessible or inoperable for any reason, including, but not limited to technology malfunctions, maintenance procedures, events beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or unavailability of third-party service providers or external partners for any reason;
- b) You use the Site at your own direction and at your own responsibility. You are solely responsible for transactions made using the Wallet;
- c) You should not engage in blockchain-based transactions unless it is suitable given your circumstances and financial resources.

13. Miscellaneous

13.1. Taxes

We are not giving any explicit or implicit advice regarding tax issues and are not responsible for determining any tax implications connected with the usage of Wallet, the digital assets and/or the holding or disposal of the digital asset and make no representations.

You are solely liable to declare, bear and pay all applicable taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the holding or disposal of the digital assets on your Wallet. For avoidance of doubt, you are solely liable for all penalties, claims, fines, punishments, liabilities or otherwise arising from his/her underpayment, undue payment or belated payment of any applicable tax.

13.2. Governing law. Arbitration.

The provisions of these Terms, any disputes arising out of the formation, performance, interpretation, nullification, termination or validation of these Terms or arising therefrom or related thereto in any matter whatsoever shall be governed by Liechtenstein law and shall be finally settled by arbitration in accordance with the provisions set forth under the DIAC Arbitration Rules (“the Rules”).

13.3. Force Majeure

We shall not be liable for any delays, failure in performance, or interruptions of service resulting directly or indirectly from any cause or condition beyond our reasonable control, including without limitation to: any delay or failure due to any acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial disturbances, blockages, embargoes, war, strikes or other labor disputes, fire, earthquakes, storms or other nature-related events, interruption in electrical telecommunications or Internet services or network provider services, failure of hardware equipment and/or software or other utility failures, smart contract bugs or weaknesses, technological changes, changes in interest rates or other monetary conditions, changes to any blockchain-related protocol.

13.4. Assignment

You must not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may assign or transfer any or all of our rights under these Terms, in whole or in part, without obtaining your consent or approval.

13.5. Severability

If any provision of the Terms is found to be invalid or ineffective, the remaining provisions of the Terms shall still be binding. Any invalid or unenforceable provision will be interpreted analogously in relation to the invalid provision as far as possible.

13.6. Termination and Survival of the Terms

These Terms are valid and binding between you and us as long as you use the Site and/or as long as your account is not deleted from the Site.

The termination of these Terms will not affect rights and obligations existing during the contract's term of validity.

13.7. No third party beneficiaries

Unless otherwise set forth herein, these Terms do not create any third-party beneficiary rights for any individual or entity who is not a party to these Terms.

14. Contact Us

If you have any questions or comments in connection with these Terms or our compliance with them, please contact us at the following address:

By e-mail: support@candao.io