



TERMS

Starting March 01, 2021

The Terms and Conditions (the "Terms") apply to the owners of DOMI Tokens and user of the Domino Protocol website and constitute an agreement between Domino Protocol and you. PLEASE READ THESE TERMS CAREFULLY BEFORE MOVING ONTO THE DOMINO PROTOCOL. THE TERMS AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE DOMINO PROTOCOL PROJECT.

By obtaining, acquiring or purchasing DOMI Tokens, you will be bound by this Terms, and all terms incorporated by reference. YOU MAY NOT USE OUR WEBSITE, SERVICES, PLATFORM IF YOU ARE A CITIZEN, RESIDENT, HABITANT OR LEGAL ENTITY INCORPORATED IN RESTRICTED USE AREAS AS FURTHER DESCRIBED IN THESE TERMS.

Applicability

The following TERMS constitute the agreement (the "Agreement") between Domino Protocol (hereinafter "Domino Protocol" or "us"), and you (hereinafter "User" or "you") with respect to the purchase of DOMI Tokens and the use of the services offered through Domino Protocol platform (hereinafter "Platform"). By using our services, you are agreeing to be bound by the TERMS in its latest version. You are aware that Domino Protocol may change this TERMS at any time, on our sole discretion without any prior notice to you. Any changes will be effective immediately upon posting on our Website. Your continued use of Domino Protocol Platform means that you accept any new or modified terms.

Services

Domino Protocol gives no warranties that DOMI Tokens will be exchangeable on specific platforms or that they shall remain exchangeable on the mention exchange platforms or that they would be exchangeable on other exchanges.

Domino Protocol is not an investment advice, a security nor an investment product and any action, notice, communication, message, decision, managerial act, or omission of the mentioned shall not be understood and interpreted as such. Domino Protocol gives no guarantees as to the value of DOMI Token and explicitly warns users that there is no reason to believe that Domino Token will increase in value, and they might also decrease in value or lose their value entirely. You represent and warrant, that you are acquiring DOMI Tokens for your own personal use and for your personal utility and not for investment or financial purposes. You also represent and warrant that you do not consider Domino Token as a security and you understand that DOMI Tokens may lose all their value and that you are not purchasing DOMI Tokens as an investment and that you are aware of all other risks deriving from holding Domino Token as specified in these Terms and you accept them.

Domino Protocol performs as an entry ticket and is required to qualify for to avoid risks related to volatility (edging) Domino Protocol may manage the funds received through Domino Protocol distribution, by trying to minimize and/or avoid risks related to volatility using its best efforts, based on Domino Protocol sole discretion. You expressly agree to any measure Domino Protocol may apply trying to avoid and/or minimize risks related to volatility.

DOMI Tokens are unregulated. Domino Protocol is not a financial institution and is currently not under supervision of any financial supervisory authority. Domino Protocol does not provide any licensed financial services, such as investment services, fund management or investment advice. None of the information or analysis presented herein are intended to form the basis for any investment decision, no specific recommendations are intended, and Domino Protocol, website and DOMI Token do not offer, are not and shall not be construed as investment or financial products. In the event of any regulatory changes would impact Domino Token, Domino Protocol reserves the right to amend its Services, the Website and Domino Protocol.

Token distribution

Token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation. You can make contribution in Bitcoin, Litecoin, Dash and Ethereum (acceptable Digital Assets) and receive DOMI Tokens in exchange. Domino Protocol does not accept contributions in fiat currency and reserves the right to amend acceptable digital asset at any time, based on its sole discretion. All acquirement of DOMI Tokens shall be publicly accessible via the Ethereum blockchain.

Knowledge required

The User purchasing DOMI Tokens expressly acknowledges and represents that she/he has carefully reviewed the TERMS and fully understands the risks, costs and benefits associated with the acquisition of this Token as indicated in the TERMS.

The User undertaking to acquire DOMI Tokens should ensure that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with as well as the mechanism related to the use and custody of cryptocurrencies.

Domino Protocol shall not be responsible for any loss of DOMI Tokens or situations making it impossible to access to Domino Protocol, which may result in any actions or omissions of the future User or any person undertaking to acquire DOMI Tokens.

Domino Protocol is not a provider of (a) exchange services between virtual currency and fiat currency; (b) wallet or custodial services of credentials necessary to access virtual currencies or (c) cryptocurrency mining services. User expressly agrees and acknowledges that anytime throughout the duration of these Terms, DOMI Token may require material, technical, commercial or any other changes and understands that an upgrade or modification of DOMI Token Contract may be required. If a user decides not to participate in such upgrade, the user acknowledges and agrees that non-upgraded DOMI Token may lose their functionality in full and that they may no longer use Domino Protocol.

Risks

Development failure or abortion. Acquiring and storing DOMI Tokens involves various risks, in particular that Domino Protocol may not be able to launch its operations and develop its platforms. Therefore, and prior to acquiring DOMI Tokens, any user should carefully consider the risks, costs, and benefits of acquiring DOMI Tokens and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development of Domino Protocol network and operations) or any other risks as indicated in the TERMS, should not acquire DOMI Tokens, at this stage or later.

Legal Risk concerning Security Regulation. There is a risk that in some jurisdictions DOMI Token might be considered to be a security, now or in the future. Domino Protocol does not give warranties or guarantees that DOMI Tokens are not a security in all jurisdictions. Each user of DOMI Tokens shall bear its own legal or financial consequences of DOMI Utility Token being considered a security in their respective jurisdiction. The legal ability of Domino Protocol to provide DOMI Token in some jurisdictions may be eliminated by future regulation or legal actions.

In the event, it turns out with a high degree of certainty that DOMI Tokens are not legal in certain jurisdiction, Domino Protocol will base on its sole discretion either (a) cease operations in that jurisdiction, or (b) adjust DOMI Token in a way to comply with the regulation should that be possible and viable. It is your obligation to check if acquisition and disposal of DOMI Token is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use DOMI Token should their use not be legal in the relevant jurisdiction.

Risk of malfunction of blockchain. Nobody can guarantee the DOMI Token source code used by Domino Protocol will be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of DOMI Token and consequently bring adverse impact on the value of DOMI Token open source codes rely on transparency to promote community-sourced identification and solution of problems within the code.

Update of the Source Code. The DOMI Token source code could be updated, amended, altered or modified from time to time by the developers and/or the community of Domino Protocol. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects DOMI Token and/or Domino Protocol operation or market value.

Internet transmission risks. You acknowledge that there are risks associated with utilizing an Internet-based digital assets, products and website including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Domino Protocol shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our services, website, platform, DOMI Token howsoever caused.

Cryptography risks. You acknowledge that there are risks associated with cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all crypto-currencies including Domino Protocol. This could result in the theft, loss, disappearance, destruction or devaluation of DOMI Token. To a reasonable extent, Domino Protocol will be prepared to take proactive or remedial steps to update the protocol underlying Domino Protocol in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit Domino Protocol accurately guide the development of Domino Protocol to take into account such unforeseeable changes in the domains of cryptography or security.

Forking. Ethereum is an open source project and supported by the community. The developers of Ethereum do not lead the development, marketing, operation or otherwise of Domino Protocol. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of DOMI Token and in the worst case scenario, could ruin the sustainability of DOMI Token. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

Risk of unfavorable regulatory action in one or more jurisdictions. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. Domino Protocol could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of DOMI Token, which could impede or limit their existence, permissibility of their use and possession, and their value.

Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with your third-party wallet, the Website or the availability of DOMI Token in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

Risk of mining attacks. Ethereum blockchain, which is used for DOMI Token, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Mining Attacks, as described above, may also target other blockchain networks, with which Domino Protocol interacts with. Any successful attacks present a risk to Domino Protocol.

Risk of loss of value and uninsured losses. Value of DOMI Tokens may fluctuate and you may suffer loss in value of such acquired DOMI Tokens. In addition to loss of value risk, DOMI Tokens are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions.

Unanticipated risks. Cryptocurrencies and blockchain technologies are new and untested technology and in addition to the risk outlined in these Terms, there are also unforeseeable risks that may materialize as unanticipated.

You acknowledge, agree and warrant that you have been warned of the potential risks involved by using our services, website and product and other relevant technologies mentioned herein as well as that there may be other risks involved, which are not specified herein and that you fully accept such risks.

Important Disclaimer

The TERMS shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The TERMS do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to DOMI Token or any related or associated Domino Protocol. DOMI Token will be used as an entry ticket and is required to qualify for direct access to Domino Protocol when it will be accessible and is not intended to be used as an investment.

Any information in the TERMS is given for general information purpose only and Domino Protocol does not provide with any warranty as to the accuracy and completeness of this information.

The offering of DOMI Tokens is done in order to allow the utilization of software services and not for speculative purposes.

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect DOMI Token business and even limit or prevent it from developing its operations in the future.

Any person undertaking to acquire DOMI Tokens must be aware that Domino Protocol business model and the TERMS may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to acquire DOMI Tokens acknowledge and understand that neither Domino Protocol nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

Domino Protocol will do its best to launch its operations and develop Domino Protocol platform. Any person undertaking to acquire DOMI Tokens acknowledges and understands that Domino Protocol does not provide any guarantee that it will manage to achieve it.

Acquiring DOMI Tokens shall not grant any right or influence over Domino Protocol organization and governance to the users. These Tokens will be issued by a technical process referred to as a blockchain. This is an open source IT protocol over which Domino Protocol has no rights or liability in terms of its development and operation. The Token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another blockchain network that is compatible with the Smart Contract programming language. User acknowledge and understand therefore that Domino Protocol assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use DOMI Token excepted in case of intentional misconduct or gross negligence.

DOMI Token is based on the ERC-20 protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Domino Protocol may cause Ethereum network to malfunction or operate in a way that is not expected.

Eligibility, Representation and Warranties

You must be at least 18 years old to use our services, product and website. By using our services, products and accessing our website you represent and warrant that you: (a) are at least 18 years old; (b) you have full power and authority to enter into this agreement (c) have not been previously suspended or removed from using our services (b) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);

If you are using the services on behalf of a legal entity, you represent and warrant that: (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (b) you are duly authorized by such legal entity to act on its behalf (c) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with Domino Protocol has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);

By obtaining, acquiring or purchasing DOMI Tokens, the User agrees to the TERMS and in particular, they represent and warrant that they:

are authorized and have full power to acquire DOMI Tokens according to the laws that apply in their jurisdiction of domicile;

are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic Tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;

are not acting for the purpose of speculative investment;

will not use the Token for any illegal activity, including but not limited to money laundering and the financing of terrorism;

are solely responsible for determining whether the acquisition of DOMI Tokens is appropriate for them;

understand the risks associated with the Token (incl. the risks related to the non-development of Domino Protocol network and operations) and understand the use of cryptocurrencies and its associated risks.

acknowledges and accepts that Domino Protocol is taking place within the Federation legal environment that is still under development, shall not violate or attempt to violate the security of the website; services, platform and Domino Protocol and you will not hack into, interfere with, disrupt, disable, over-burden, modify, publish, reverse engineer, participate in the transfer or sale, create derivative works, or otherwise impair the website, platform and Domino Protocol .

Domino Protocol shall have the right to implement necessary measures to monitor compliance of this Section.

Intellectual Property Rights

To the extent that copyright or other intellectual property rights exist on Domino Protocol platform, website, Domino Protocol and services such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to Domino Protocol. Under no circumstances will these Terms be construed as granting, by implication, estoppel or otherwise, a license to any Intellectual Property or components thereof other than as specifically granted in these terms. You agree that Domino Protocol's Intellectual Property may be used only as provided in these terms. All rights not expressly granted herein are reserved.

Disclaimer of Warranties

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR SERVICE, WEBSITE, DOMI TOKENS ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IS GIVEN IN CONJUNCTION TO WEBSITE, SERVICES, PLATFORM, DOMINO PROTOCOL ANY SOFTWARE OR TOLLES COINTAINED IN WEBSITE, DOMINO PROTOCOL AND SERVICES AND IN GENERAL.

DOMINO PROTOCOL DOES NOT WARRANT THAT THE SERVICE, DOMINO PROTOCOL OR WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY DEFECTS WILL BE CORRECTED IN REASONABLE TIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE, PLATFORM AND WEBSITE IS AT YOUR SOLE RISK.

While every effort is made to ensure that information contained in the website or Domino Protocol is correct, Domino Protocol disclaims all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information on the Website and/or Domino Protocol.

Domino Protocol does not guarantee the confidentiality or privacy of any communication or information transmitted through services, on the Website or Domino Protocol or any site linked to the website. We will not be liable for the privacy or security of information, e-mail addresses, registration and any identification information (if applicable), disk space, communications, confidential or proprietary information, or any other content transmitted to us in any manner, or otherwise connected with your use of our services, website or platform.

Domino Protocol shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Domino Protocol. Always log into your account through the website to review any transactions or required actions, if you have any uncertainty regarding the authenticity of any communication or notice.

Limitation of liability

Domino Protocol, as well as its devs, teams, shareholders, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the Token, arising out of or related to the use of Domino Protocol platform or any technical, interruption or malfunction of Domino Protocol platform, website, Token, services or otherwise. In no event shall Domino Protocol, as well as its devs, officers, directors, agents, joint ventures, employees, suppliers and advisors, be liable for any special, indirect, incidental, punitive or consequential damages of any kind whatsoever, including without limitation any damages caused by or resulting from reliance by any user or any information obtained from Domino Protocol, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, suspension of Domino Protocol network communication failure, theft, destruction or unauthorized access to Domino Protocol's records, services, website, Domino Protocol.

In addition to the above, Domino Protocol shall not be liable for any loss of profit, loss of business, trading losses, loss in value, or any other loss. This applies even if such damages are foreseeable.

The limitation of liability set out above shall not be applicable in the event that Domino Protocol, or a Domino Protocol-employee, has caused the damage by intentional misconduct or by gross negligence.

EACH PARTY ACKNOWLEDGES THAT THE FEES PAYABLE HEREUNDER REFLECTS THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT AND THAT EACH PARTY WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

Indemnification

You will defend, indemnify and hold Domino Protocol, its affiliates and licensors and its officers, directors, contractors, employees, agents and representatives, harmless from and against all claims, actions, demands, liabilities, damages, losses, costs and expenses (including legal fees) relating to or arising from (a) your use of our services, website, platform, Domino Protocol (b) your breach of these terms or any other liabilities arising out of your use of the services, website and product or the use by any other person accessing the website, service, platform, Domino Protocol using your computer and/or your personal information (c) your violation of any rights of any other person or entity in connection with these terms (d) third-party claims concerning these terms or you thereof. You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involves Domino Protocol as a result of these terms. Domino Protocol may participate with counsel of its own choosing in any proceedings describing above. Domino Protocol will be required to respond to compulsory legal order, you will reimburse Domino Protocol for reasonable attorney and contractors fees for their time and material spent responding to obligatory legal orders. You will not agree to any settlement which imposes any obligation or liability for Domino Protocol without Domino Protocol's prior written consent.

Links to other Websites

Our services, website, platform, Domino Protocol may include links to third party websites, third party wallet providers or other service providers ("Third Party Sites"). If you use any links made available through our services, website, platform, Domino Protocol to reach other websites not maintained by Domino Protocol you will leave our services, website, platform, Domino Protocol. The linked sites are not under the control of Domino Protocol and Domino Protocol is not responsible for the content of any linked site or any link contained in a linked site. The linked sites are governed by the terms and conditions of that site.

Domino Protocol shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, statements, representations, advertising, products, services or other materials available on or through third party sites. Domino Protocol provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by Domino Protocol of third party sites, nor does it imply that the linked third party sites recommends, approves of, or endorses Domino Protocol.

Feedback

In connection with your use of our services, website, platform, Domino Protocol you may provide us with your feedback (suggestions, ideas, reviews, comments, material and questions or other information and/or material). We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials you provide to us, whether by email, posting through our services, website, platform, Domino Protocol or otherwise. You waive any rights you may have to the feedback (including any copyrights to the extent permitted by law). And Feedback you provide to us is non-confidential, non-proprietary and is not subject to a third-party license and we have no liability for any loss or damage suffered by you as a result of the disclosure or use of such feedback. We have the right to disclose your identity to any third-party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

Term and Termination

This agreement is entered into for unlimited duration. We reserve the right to terminate and/or suspend your access to our services/website, without giving you prior written notice and delete all related information and files related to your use of our services, website, platform, Domino Protocol, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion believe: (i) You have violated these Terms, (ii) You create risk or possible legal exposure for us.

Notices

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that Domino Protocol provides in connection with your use of Domino Protocol Services, Website, Platform and Domino Protocol. You acknowledge and agree that Domino Protocol may provide these communications to you by posting them on its Website or by emailing them to you at the email address you provide. Any email communication will be considered to be received by you within 24 hours after we email it to you and Communication via our Website will be effective upon posting. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

It is your responsibility to keep your email address with Domino Protocol up to date so that Domino Protocol can communicate with you electronically. You understand and agree that if Domino Protocol sends you an electronic communication but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, Domino Protocol will be deemed to have provided the communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Domino Protocol to your email address book so that you will be able to receive the communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Domino Protocol account or by sending such information to: support@dominoprotocol.com

You may contact us by sending email to support@dominoprotocol.com with general questions. All legal notices (including legal disputes) must be sent to the following address: support@dominoprotocol.com All given notices must be in English language.

Taxes

You are solely responsible and liable to declare, bear and pay all 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 use of services, website, platform, Domino Protocol or any other Domino Protocol product. Domino Protocol is not giving any advice regarding tax issues and is not responsible for determining any tax implications connected with its Services, Website, Platform, and Domino Protocol. Domino Protocol makes no representation as to the tax implication of any jurisdiction. You shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her underpayment, undue payment or belated payment of any applicable tax.

All fees and charges payable by you to Domino Protocol are exclusive of any taxes and if certain taxes shall be applicable, they shall be added on top of applicable amount. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

Severability

If any of the provisions of the TERMS or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

Applicable Law and Jurisdiction

The TERMS are subject to and governed by Federation Law to the exclusion of Federation International Private Law and any International Treaties. Any User of Domino Protocol agree to seek an amicable settlement prior to bringing any legal action All disputes arising from or under these TERMS shall be resolved by arbitration in accordance with the Federation Rules of International Arbitration of the Federation Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be in Dubai UAE. The arbitral proceedings shall be conducted in English.

Privacy

Security measures. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities.

Usage and sharing. We use personal information to provide our services and products, for administering our business activities, to communicate with you, to promote safety and security (we use personal information for loss prevention, anti-fraud and/or unauthorized activity and to enforce these terms) and to provide you with customer service, technical support, for audit purposes, to prevent and investigate potentially prohibited or illegal activities and to notify you about improvements to our website and new services we think you will find useful. We can use personal information so as to mitigate the risk of fraud, identity theft or credit card theft. We may use your name and email address to provide you with information about products or services that may be of interest to you. You may access, review and edit your personal information or ask us to delete your personal information at any time by logging in to the website using your credentials or by emailing us at: support@dominoprotocol.com. We may also create anonymous, aggregated and/or other de-identified data records ("anonymous Information") from information that you provide to us by excluding information (such as your name) that makes the information personally identifiable to you. We use this anonymous information to analyze request and usage patterns so that we may enhance the content of our services and to improve site navigation. We reserve the right to use anonymous information for any purpose and to disclose such data to third parties in our discretion.

Sharing of personal data. We take your privacy very seriously, and will only share your personal information as needed with the entities within the ecosystem to perform the services and in the event if we are legally to meet any legal, regulatory, or governmental request, including but not limited to events when we are compelled to do so by a subpoena, court order, or similar legal procedure;

Miscellaneous

Entire Agreement. These terms represent the entire agreement, and supersede all prior and contemporaneous understandings between you and Domino Protocol regarding the subject matter, especially regarding the services, website, platform and Domino Protocol. In the event of any conflict between these terms and any other agreement you may have with Domino Protocol, the terms of that other agreement will prevail only if these terms are specifically identified and declared to be overridden by such other agreement.

Assignment. These Terms shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these Terms without Domino Protocol's prior written consent from, including by operation of law or in connection with any change of control. Domino Protocol may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your prior written consent or approval.

Act of God Events. Domino Protocol shall not be liable for (1) any inaccuracy, error, delays or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Domino Protocol's reasonable control (each, aka "Force Majeure Event").

Waiver. Domino Protocol failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.