

# Terms and Conditions

The Dome Platform

August 2017

## 1 Introduction

These terms and conditions (the "Terms") describe information applicable to the use of the <https://thedomeplatform.io> website and services, which is operated and owned by ("The Dome Platform"). By transferring Ether ("ETH") to the Dome Platform token sale smart contract ("the Smart Contract") and/or calling the token creation function to create The Dome Platform Tokens (hereinafter "DME"), the User expressly agrees to be bound by all of the terms and conditions set forth. In accepting this agreement, the User acknowledges that the User has read this agreement, understands it, and had an opportunity to seek independent legal advice prior to agreeing to it. The User also warrants that the User is of a sufficient age and has full capacity to enter in this contract under applicable law. The User understands and accepts that the User makes a contribution into the Smart Contract for the development of the Dome Platform ("Contribution") upon the creation of DME, as further described in the Dome Platform Whitepaper ("The Dome Platform Whitepaper" or "the Whitepaper"). For the Whitepaper and/or further information on the Dome Platform, see: <https://thedomeplatform.io> ("the Website"). The information contained in the Whitepaper and on the website, are of descriptive nature only, are not binding and do not - unless explicitly stated - constitute part of the Terms as set forth herein. At any point, if the User does not agree to any portion of the current Terms, the User should not proceed to use the Website, or participate in the token sale ("the Sale"). The Dome Platform reserves the right to review and amend the Terms at any time without notice. This document does not constitute a prospectus of any sort, is not a solicitation for investment, and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is the description of the functionality of the Smart Contract.

## **2 Status of these terms**

### **2.1**

The purpose of these Terms is to explain the functionality of the Smart Contract and to notify the persons who intend to transfer ETH to the Smart Contract ("the Contributors") about the risks connected with the use of the Smart Contract.

### **2.2**

The list of risks specified in these Terms is not comprehensive, and it may not contain those risks which cannot be predicted at the present moment. If the User is not sure the User can estimate the probability of occurrence of such risks, the User is advised to contact an appropriate specialist, including but not limited to a programmer, lawyer, or adviser, before making a decision about entering into the agreement set forth by these Terms.

### **2.3**

The User may not take legal actions against any entities, individuals, or the Smart Contract connected with using the Smart Contract, including, but not limited to claims based on the fact the User did not read nor did not understand the terms and conditions of the Blockchain Ecosystem.

### **2.4**

Review of these Terms does not supplant the review of the Smart Contract, or of the full technological infrastructure in which the Smart Contract resides. By transferring ETH to the Smart Contract, the User confirms that the User has read instructions of the Blockchain Ecosystem and fully and unconditionally agree with the conditions hereof.

### **2.5**

These Terms may be amended and/or updated in the future, without notice. The applicable Terms are the ones displayed on the Website. In order to obtain the most complete and current information regarding the Smart Contract, the User should periodically review this document.

## **3 Token Creation**

### **3.1**

Ownership of DME carries no rights express or implied other than a limited right to use the Dome Platform, if and to the extent the Dome Platform has been successfully completed and launched.

### 3.2

The User understands and accepts that DME does not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the Dome Platform.

### 3.3

The creation and allocation of DME by the Smart Contract is initiated by the User transferring an amount of ETH to the Smart Contract, located at the Ethereum address denoted on the Website, which triggers a smart contract operation. This allocates the corresponding DME to the User's address from which the ETH was transferred. The User must insure the Contribution is made from an Ethereum address which can technically support DME (e.g. not from a currency exchange such as Kraken, Poloniex, Coinbase, etc.). Issuance of DME are made by the Smart Contract according to the allocation protocols encoded therein.

### 3.4

The total amount of DME tokens deployed is 90,000,000 DME the minimum cap is 7,500,000 DME. The minimum cap is an undisclosed amount representing the threshold in which the Sale is considered successful ("the Minimum Cap"). After total Contributions exceeding the Minimum Cap are recorded by the Smart Contract, The Dome Platform will signal the Minimum Cap as having been reached and disable the refund functionality of the Smart Contract. DME tokens will be divided by the Smart Contract into five discrete supplies. Sale Supply: 66% of all DME created by the Smart Contract will be allocated to the Contributors. The DME becomes transferable upon the signal of Sales end. The Dome Platform Reserve: 28% of all DME created by the Smart Contract will be allocated to The Dome Platform and immediately stored in a time locked smart contract vault ("the DME Vault"). The DME Vault shall be unlocked as soon and if the Dome Platform has been successfully launched. DME tokens stored in The Dome Platform vault will be available for purchase through the Dome Platform application or website and will be used for in-app purchases as Sale Supply DME tokens and as bounty for sharing network. Bonuses 3% of all DME created by the Smart Contract will be reserved as bonuses for first comers. Marketing program 1% of all DME of all DME created by the Smart Contract will be reserved for marketing program participants. 2% of all DME created by the Smart Contract reserved for developers' team and advisers. The Dome Platform reserves the right to transfer the Reserve Supply at the discretion of The Dome Platform.

### **3.5**

The User understands and accepts that any transfer of ETH will only be refunded in the situation the Minimum Cap is not signaled and the Sale is considered to have failed. The User shall therefore make sure that the Contributions made originate from an Ethereum address capable of receiving the transfer of ETH (e.g. not a smart contract in itself such as a multiple-signature wallet, nor that of a currency exchange such as Kraken, Poloniex, Coinbase, etc.). Other Contributions made are non-refundable and final. By contributing for DME, the User acknowledges that the User has no right to request a refund for any reason, and that the User will not receive money or other compensation for any DME that is not used or remains unused, except under the functionalities encoded in the Smart Contract and the protocol associated.

### **3.6**

The Smart Contract will allocate 2100 DME for every Contribution of 1 ETH during the first 24 hours of the Sale, 2012 DME for 1 ETH in the subsequent 48 hours of the Sale, and 1925 DME for 1 ETH for the rest of the Sale. Thus, the total discounted period has a duration of 72 hours (3 days). If the bonus reserve is fully used before the end of the bonus program, the bonus program will be closed. All DME tokens from bonus reserve that has not been sold during 3-day bonus program will be sent to the DME vault.

### **3.7**

The Sale will continue for a duration of 30 days from the initial activation of the Smart Contract ("the Sale Period"), or until the Sale Supply is empty.

### **3.8**

The creation and allocation of DME by the Smart Contract is initiated by the User transferring an amount of ETH to the Smart Contract, located at the Ethereum address denoted on the Website, which triggers a smart contract operation. This allocates the corresponding DME to the User's address from which the ETH was transferred. The User must insure the Contribution is made from an Ethereum address which can technically support DME (e.g. not from a currency exchange such as Kraken, Poloniex, Coinbase, etc.). Issuance of DME are made by the Smart Contract according to the allocation protocols encoded therein.

### **3.9**

The transferability of DME will be unlocked upon the signaling of the Sale Period end.

### **3.10**

DME is only for use in connection with the Dome Platform under the terms of the Smart Contract and only constitute a transferable representation of the attributed functions specified in the Smart Contract.

### **3.11**

DME is a usage token, which enables participation on the Dome Platform. Furthermore, certain governance functions may be implemented. If such governance functions exist, The Dome Platform. has the final decision power regarding all matters discussed.

### **3.12**

Ownership of DME carries no rights express or implied other than the right to use DME as a means to enable usage of and interaction with and within the The Dome Platform, if successfully completed and deployed. Beyond this, ownership of DME carries no rights express or implied. In particular, the User understands and accepts that he has no right to claim as a holder of DME any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the Dome Platform.

### **3.13**

By transferring ETH to the Smart Contract and/or upon receipt of DME, the User represents and warrants that the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of DME and/or the Dome Platform in general; the User has a deep understanding of the functionality, usage, storage, transmission mechanisms, and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems; the User understands and accepts that the consensus mechanism securing the Ethereum Network may change in the future, and the stakeholders who are in control of the Network may also change as a result; the User is legally permitted to transfer ETH to the Smart Contract, receive DME, create or obtain DME in the User's jurisdiction; the User will contribute ETH and/or create DME from a wallet respectively within a wallet or wallet service provider that technically supports DME. The User understands and accepts, that failure to assure this may have the result that the User will not gain access to the User's DME; the User is legally permitted to receive software and to Contribute to the Smart Contract for the development of the Dome Platform; the User is of a sufficient age to legally create and obtain DME; the User will take sole responsibility for any restrictions and risks associated with the creation of DME by the Smart Contract set forth below; the User is not submitting ETH to the Smart Contract and/or receiving DME for the purpose of speculative investment; the User is not obtaining or using DME for any illegal purposes; the User

is purchasing the functionality of DME issued by the Smart Contract primarily to support the development, testing, auditing, deployment, and operation of the Dome Platform, being aware of the commercial risks associated with the Dome Platform; the User waives the right to participate in a class action lawsuit or a classwide arbitration against The Dome Platform or any individual involved with the creation of DME; the User understands the creation of DME does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction; the User understands that the transfer of ETH to the Smart Contract, the creation of DME, and the development of the Dome Platform carries significant financial, regulatory and reputational risks as further set forth in the Terms; the User understands and expressly accepts that there is no warranty whatsoever on DME, the Smart Contract, and/or the success of the Dome Platform, expressed or implied, to the extent permitted by law, and that the Smart Contract is used and DME is created and obtained at the sole risk of the User on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose; the User understands that the User has no right against any other party to request any refund of the ETH submitted to the Smart Contract and/or DME created under any circumstance except that defined in the operating functionality of the Smart Contract therein; and that the User understands with regard to DME no market liquidity may be guaranteed and that the value of DME over time may experience extreme volatility or depreciate in full; the User understands that the User bears the sole responsibility to determine if the User's contribution to the Smart Contract for the development of the Dome Platform, the transfer of ETH to the Smart Contract, the creation of DME, the potential appreciation or depreciation in the value of DME over time (if any), the allocation of DME and/or any other action or transaction related to the Dome Platform have tax implications for the User; by creating, holding or using DME, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of DME or any other action or transaction related to the Dome Platform.

### **3.14**

No U.S. and Singapore Purchasers: DME Tokens are not being offered during the initial sale to U.S. and Singapore persons. If you are a citizen, resident of, or a person located or domiciled in the United States of America or Singapore, including any corporation or partnership created or organized in or under the laws of the United States of America or Singapore, do not purchase DME Tokens.

## **4 The Dome Platform Execution**

### **4.1**

The User understands and accepts that for the purpose of the development and execution of the Dome Platform. The Dome Platform receives the full amount of ETH transferred to the Smart Contract System during the Sale Period. This amount covers expenses, charges and other costs that may arise by The Dome Platform. and/or its subcontractors as part of the development and execution of the Dome Platform. The Dome Platform has the right to support and/or acquire other companies for the benefit of successfully executing the Dome Platform. It remains at Dome Platform's sole discretion to decide how to allocate the funds in order to develop and execute the Dome Platform.

### **4.2**

The User understands and accepts that the User may not have any expectation of influence over governance on the Dome Platform.

### **4.3**

The User understands and accepts that the Dome Platform will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release.

## **5 Risks**

### **5.1**

The User understands and accepts the risks in connection with transferring ETH to the Smart Contract, creating DME as exemplary set forth above and hereinafter. In particular, but not concluding, the User understands the inherent risks listed hereinafter.

### **5.2**

The User understands and accepts that the Smart Contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and is unproven, hence there is no warranty that the process for creating DME will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or DME.

### **5.3**

The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply

existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract and which may, inter alia, result in substantial modifications of the Smart Contract and/or the Dome Platform, including its termination and the loss of DME for the User.

#### **5.4**

The User understands and accepts that the creation of DME and the development of the Dome Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the Dome Platform is partially or fully developed and launched, that the User will receive any benefits through the DME held by the User.

#### **5.5**

The User understands and accepts that the Dome Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which DME will have no intrinsic value.

#### **5.6**

DME can only be accessed by using an Ethereum wallet with a combination of User's account information (address), private key and password. The private key is encrypted with a password. The User understands and accepts that if the User's private key file or password respectively got lost or stolen, the obtained DME associated with the User's account (address) or password will be unrecoverable and will be permanently lost.

#### **5.7**

The User understands and accepts that the Smart Contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of ETH and/or DME, impacting the ability to develop the Dome Platform.

#### **5.8**

The User understands and accepts, that the wallet or wallet service provider used for the Contribution, has to be technically compatible with DME. The failure to assure this may have the result that the User will not gain access to the User's DME.



## **6 No Liability**

### **6.1**

The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of DME, the Smart Contract and/or The Dome Platform liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, DME or the Smart Contract under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors contractors or founders of the Smart Contract, DME and/or The Dome Platform shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Smart Contract, the Dome Platform and/or DME.

### **6.2**

The User further specifically acknowledges that developers, auditors, contractors or founders of DME, Smart Contract and/or the Dome Platform are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, and that the risk of creating, holding and using DME rests entirely with the User.

### **6.3**

By creating, holding or using DME, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of DME or any other action or transaction related to the Dome Platform.

## **7 Miscellaneous**

### **7.1**

The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

## **7.2**

The Terms govern the creation, ownership and use of DME and supersede any public statements about the launch of DME and/or the Smart Contract made by anyone in the past, present and future.