

Terms and Conditions D-Crypto

D-Crypto underlines that when registering, you agree to the Terms and Conditions set out below.

The crowdfunding is organised by D-Crypto. Crowdfunders can start signing up now. The telephone number of the Crowdfunders will be registered. After signing up, a fee of € 2.50 must be paid so that the crowdfunding can start. This registration can take place until the launch of DRY, which is expected to be on 12-02-2021. After the said date, the DRY coins worth 20,000 DRY COINS will be transferred. This is only a commitment. The coins will be made available in a wallet. Payments can be made with the help of the wallet. Anyone can participate in the crowdfunding after registration and the contribution of € 2.50.

Article 1 General

In these Terms and Conditions, the following terms shall have the following meanings:

- ◆ Terms and Conditions: the present Terms and Conditions
- ◆ Crowdfunder/client: the natural or legal entity who has entered into an agreement with D-Crypto.
- ◆ D-Crypto: Mr A. Chang trading under the name D-Crypto established in Driebergen-Rijsenburg.
- ◆ Agreement: the Agreement in which the client enters his own mobile phone number on the D-Crypto website <http://www.dcrypto.nl> and pays € 2.50. D-Crypto then promises 20,000 DRY-coins that can be read through the website and DRY-app.
- ◆ number with an investment of € 2.50. After registration, 20,000 DRY coins will be promised. Micro-ICO is not an ICO. Since no token/coins are actually issued, a Micro-ICO, is not an actual ICO.
- ◆ Reward Based Crowdfunding: a form of crowdfunding where consumers or companies invest a small amount through an online platform for a reward.
- ◆ In writing: by letter, email, fax or any other means of communication in view of the current state of the art in society, it can be likened to this.

Article 2 Scope

- 2.1 These Terms and Conditions apply to all legal relationships between the Crowdfunder and D-Crypto.
- 2.2 The conditions also apply to all agreements with D-Crypto in which it is necessary to obtain services from third parties for the execution of these.
- 2.3 The applicability of Terms and Conditions or other conditions of the Crowdfunder is hereby expressly excluded.
- 2.4 If one or more conditions are null and void or should be annulled, the other provisions of these Terms and Conditions shall remain in full force.
- 2.5 Deviations from the Terms and Conditions are only valid if they have been agreed in advance and in writing by D-Crypto and the Crowdfunder.
- 2.6 These Terms and Conditions may be amended or supplemented at any time. The amended Terms and Conditions will also apply to any agreements already concluded, with due observance of a period of one month after written notification of this amendment.
- 2.7 D-Crypto is entitled to engage third parties for the execution of its agreements.
- 2.8 If the Crowdfunder includes in its assignment provisions or conditions that deviate from, or do not appear in these Terms and Conditions, these shall only be binding on D-Crypto insofar as they are explicitly accepted by D-Crypto in writing.
- 2.9 These Terms and Conditions have been drawn up in the Dutch language. In the event of a possible translation, the Dutch text shall apply in case there are differences of content or purport.
- 2.10 The communication or administration kept, received or stored by D-Crypto shall be deemed authentic, unless proof to the contrary is provided by the Crowdfunder.

Article 3 Agreement

- 3.1 The Agreement between D-Crypto and the Crowdfunder is established by registering its telephone number and paying.
- 3.2 After registration and the payment of € 2.50, 20,000 DRY coins will be promised, which will become available after the coin goes live on February 12, 2021. The Agreement is expected to last until 12-02-2021. After this date the coins will go live.
- 3.3 The Crowdfunder is aware that the value of cryptocurrencies such as bitcoin and Litecoin, among others, may fluctuate greatly and no guarantee can be given for the value of the crypto currencies at any time.

Article 4 D-Crypto Obligations

- 4.1 D-Crypto only registers the telephone number in the website's database and on the DRY blockchain which is encrypted using a PHP script.
- 4.2 When registering, an investment of € 2.50 is required. When the payment is completed, D-Crypto promises that the crowdfunder coins will appear after going live around 12-02-2021. D-Crypto will make the DRY coins available on around 12-02-2021. The aforementioned period term is not definite.
- 4.3 In the Micro ICO phase, D-Crypto uses a DRY blockchain where telephone numbers are stored.

Article 5 Crowdfunder Obligations

- 5.1 The Crowdfunder registers his or her telephone number.
- 5.2 The investment per registration is € 2.50.
- 5.3 Entering the correct information is the responsibility of the Crowdfunder. The Crowdfunder guarantees the accuracy of the information given. The incorrect transmission of information is entirely at the expense and risk of the Crowdfunder.
- 5.4 The Crowdfunder bears the responsibility for having a good and secure internet connection:
 - ♦ internet connection;
 - ♦ computer, tablet, smartphone or other device through which a connection can be made to the website www.dcrypto.nl, which is equipped with up-to-date measures against, inter alia, intruders, viruses, spam, etc.;
 - ♦ telephone or smartphone to which the Crowdfunder only has access itself, and through which SMS messages of D-Crypto can be received unhindered.
 - ♦ In the event that the conditions stipulated in this Article are not met, D-Crypto shall not be liable for any damage suffered as a result of fraud.
- 5.5 Signing up is exclusively allowed to persons older than 18 years old. He or she declares to be over 18 years of age or to have obtained permission from a parent or guardian.
- 5.6 The Crowdfunder shall indemnify D-Crypto against any legal claim regarding any data, information, website(s) and the like stored by the Crowdfunder.

Article 6 Amendments to the Agreement

- 6.1 It is not possible to change the sum invested.
- 6.2 If the Crowdfunder wants to invest more, it is possible to register again and pay € 2.50. This will be treated as a separate investment.
- 6.3 Once a phone number has been recorded on the blockchain, it cannot be changed anymore.

Article 7 Duration of the contract

- 7.1 The Agreement will be entered into effect from the registration until the launch of the DRY coin, which is expected to take place around 12.02.2021.
- 7.2 When the coin goes live, the promised DRY coins will be made available. D-Crypto will make the coins available in a wallet. Transactions can be made using the wallet.
- 7.3 Any legal claims against D-Crypto for any reason whatsoever, shall expire 1 year after the termination of the assignment.
- 7.4 Changes in management or legal entity do not affect the Agreement
- 7.5 D-Crypto makes every effort to prevent fraud. D-Crypto is permitted to take all measures that D-Crypto deems necessary before, during and after a transaction. In order to prevent fraud and/or abuse, D-Crypto shall at all times be entitled to suspend and/or cancel a transaction in order to investigate the transaction and/or request additional information.
- 7.6 D-Crypto shall at all times be entitled at its own discretion to terminate and/or cancel the Agreement. In the event of a suspicion or determination that these Terms and Conditions have been violated and/or misused, D-Crypto shall also be entitled to invalidate the mobile telephone number. D-Crypto shall under no circumstances be liable to pay damages to the Crowdfunder. It is not possible to return the funds as only a telephone number is known.

Article 8 Payment

Payment must be made in advance, without deduction, discount or set off. Payment must be made in euros.

Article 9 Intellectual property

- 9.1 All wording and logos used by D-Crypto are owned by D-Crypto and its licensors. It is not permitted to use these wording and logos without the prior written consent of D-Crypto and the respective licensor.
- 9.2 In the event that a Third Party states that the use of the works is contrary to the intellectual property rights of that Third Party, the Crowdfunder shall immediately inform D-Crypto of this.

Article 10 Data privacy

- 10.1 D-Crypto has a separate Privacy Policy, which can be consulted through the website. This policy applies to all current and future legal relationships between D-Crypto and the Crowdfunder. By accepting these Terms and Conditions, the Crowdfunder is deemed to have read and accepted this Privacy Policy.
- 10.2 D-Crypto processes mobile phone numbers in connection with the execution of the Agreement. Apart from the telephone number, no other information is stored. D-Crypto stores the mobile phone number encrypted on the blockchain and in a firewall protected database on the website.
- 10.3 D-Crypto and the Crowdfunder act in accordance with the laws and regulations on the protection of personal data when processing personal data.

Article 11 Liability

- 11.1 Information provided by D-Crypto is provided with the greatest possible care. Nevertheless, inaccuracies cannot always be prevented. D-Crypto shall not be liable for any damage resulting from incompleteness or inaccuracies, except in the case of intent or gross negligence.
- 11.2 D-Crypto shall not be liable for any damage resulting from the use of its website or its services.
- 11.3 All advice given by D-Crypto (by phone, email or information on the website) shall be non-binding, informative and without any liability on the part of D-Crypto. D-Crypto can never be held liable for any damage suffered by the Crowdfunder as a result of exchange rate fluctuations.
- 11.4 In the case of a distance purchase in the context of a purchase or sale by a consumer, Crowdfunder, as a consumer, has in most cases the right, without giving any reason, to claim the termination of the Agreement, the so-called 'right of withdrawal'. Since there is no registration of payment details, and changes to the Blockchain are not possible, it is not possible for D-Crypto to make a refund. The right of withdrawal is therefore excluded.
- 11.5 The Crowdfunder accepts the special circumstances that may arise during the services of D-Crypto through the internet and any (technical) deficiencies that may arise, such as the impossibility to (fully) gain access to the website www.dcrypto.nl, the inability to provide and/or process an order timely, malfunctions and/or defects in D-Crypto's website and/or underlying hardware and/or (inter)network connections and/or software on which the platform runs and/or external services that the platform uses. There is no account made. Except in the case of wilful intent and gross negligence on the part of D-Crypto, D-Crypto shall not be liable for these special circumstances, or for any consequences of the (temporary) unavailability or incomplete accessibility or availability of the D-Crypto website or in the event of delays and/or malfunctions and/or incomplete functioning of the website.
- 11.6 If a mistake is made because the Crowdfunder has provided D-Crypto with incorrect or incomplete information, D-Crypto shall not be liable for any resulting damage. The Crowdfunder shall indemnify D-Crypto for Third-Party claims for damages caused by the Crowdfunder having provided incorrect or incomplete information to D-Crypto, unless the Crowdfunder demonstrates that the damages are not related to culpable acts or omissions on its part or caused by intent or gross negligence of D-Crypto.
- 11.7 D-Crypto shall only be liable for direct damage. D-Crypto shall never be liable for indirect damage, including, but not limited to company damage, loss of production, revenue and/or loss of profit, involvement in the execution of the project, impairment of products, lost savings and damage due to business interruption, etc. The damage that D-Crypto must reimburse is at all times limited to the invested amount fee, i.e. € 2.50 per registration.
- 11.8 The liability of D-Crypto for direct damage due to attributable failure in the execution of an Agreement shall only arise if the Crowdfunder immediately and properly gives D-Crypto notice of default in writing, stating a reasonable period for resolving the failure, and if D-Crypto continues to fail imputably in the execution of its obligations after that period, a description of the shortcoming must be provided in as much detail as possible so that D-Crypto is able to respond adequately.
- 11.9 D-Crypto shall not be liable for the loss and/or theft of a mobile telephone number. This is entirely at the expense and risk of the Crowdfunder.

Article 12 Force majeure

- 12.1 In the event of force majeure, which shall in any case include electricity and power, internet interruptions, hackers and in the event that D-Crypto is not enabled to perform, as a result of which D-Crypto cannot reasonably be expected to comply with the Agreement, the execution of the Agreement shall be suspended, or both Parties shall be entitled to terminate the Agreement in case of persistent problems lasting longer than three months, all without any obligation to pay compensation.
- 12.2 D-Crypto shall not be held to be in breach of contract in the event of force majeure.

Article 13 Expiration

Unless stipulated otherwise in these Terms and Conditions, the rights of action and other powers of the Crowdfunder on any account whatsoever against D-Crypto, in connection with the execution of its work, shall in any event expire one year after the moment when the Crowdfunder became aware of or could reasonably have become aware of the existence of these rights and powers.

Article 14 Applicable law; competent Court

- 14.1 Dutch law applies to all agreements between the Crowdfunder and D-Crypto to which these Terms and Conditions apply.
- 14.2 The court in D-Crypto's place of business shall have exclusive jurisdiction to hear disputes, unless the law requires otherwise. D-Crypto shall, however, be entitled to submit the dispute to the competent court according to the law.

