



**DAOVERSE**  
CAPITAL

Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

Daoverse Capital (“we”, “us”, “our”, “Company”) provides its services and related content to its users (“you”, “User”, “Investor” (where applicable)) through its website and platform located at [www.daoverse.capital](http://www.daoverse.capital) (“Site”), subject to these Terms of Use (most updated version).

The Privacy Policy and all such additional terms, guidelines and rules as set forth on the Site are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by you. These terms govern your access to and use of this Site, as well as all content, functionality, and services offered on or through the Site.

These terms of use govern your use of our site. Please read these terms in full before you use this website. If you do not accept these terms of use, please do not use this website. Your continued use of this site confirms your acceptance of these terms.

These Terms of Use are divided into two (2) parts:

1. Part 1: General Terms of Use; apply to all Users
2. Part 2: Terms of Use for Investors; apply strictly to Investors.

All appendixes annexed to these Terms of Use shall be deemed to be included within the Terms and read in conjunction to the Terms.

### **Part 1: General Terms of Use**

## 1. About Daoverse Capital

1.1. Daoverse Capital is [INPUT]

1.2. Daoverse Capital does not conduct or promote any licensable online activity. Accordingly, the Company nor its Users shall use the Site to market services, including investment advisory services, which may subject the Company or the Services to supervision by any regulatory authority.

## 2. There are other terms that may apply to you

2.1. These terms of use refer to the following additional terms, which also apply to your use of our site:

2.1.1. Our Privacy Policy [INSERT AS LINK TO SITE'S PRIVACY POLICY].

2.1.2. Our Cookie Policy [INPUT LINK], which sets out information about the cookies on our site.

3. Unless otherwise stated, we own the intellectual property rights in the website and material on the website. Subject to provision, all intellectual property rights are reserved.

4. All reasonable measures are taken to ensure that the website remains operational at all times. Advanced warnings may be given for scheduled maintenance, however we shall not be obliged to give notice and shall not be liable if the Site is unavailable at any time.

## 5. Acceptable Use

5.1. Users may view, download (caching purposes only) and print pages from the Site, provided that:

5.1.1. Material from the Site is not republished, including onto another website, or reproduce or store material from this website in any public or private electronic retrieval system.

5.1.2. Material from the Site is not reproduced, duplicated, copied, sold, or exploited for commercial purposes, except in instances where express written consent is given.

5.1.3. You must not use our website in any way that causes, or may cause, damage to the website or that impairs accessibility of the website.

5.1.4. You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

5.1.5. You must not use our website for any purposes related to marketing without our express written consent. You must not use our website to copy, publish or send mass mailings or spam.

5.1.6. No text or data mining, or web scraping

5.1.6.1. You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

5.1.6.1.1. Any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any

data, content, information or services accessed via the same.

5.1.6.1.2. Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends, and correlations.

5.1.6.1.3. The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

## **6. Limitations of Liability**

6.1. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

6.2. Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under this disclaimer or in connection with our website, whether arising in tort, contract, or otherwise - including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

## **7. Third Party Websites**

7.1. Throughout this website you may find links to third party websites; this does not mean that we endorse that website. If you visit any linked websites you do so at your own risk.

7.2. Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

7.2.1. You do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;

7.2.2. You do not misrepresent your relationship with this website; and

7.2.3. The website from which you link to this website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

8. We amend these terms from time to time. Utilities may be subject to change. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

9. We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes, and you may need to re-accept the Terms.

10. We may suspend or withdraw our Site. Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet

connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

11. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

12. How we may use your personal information. We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).

### **13. Law, Jurisdiction and Arbitration.**

13.1. These Terms will be governed by and construed in accordance with UK Law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of England.

13.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

13.2.1. The number of arbitrators shall be three.

13.2.2. The seat, or legal place, of arbitration shall be London.

13.2.3. The language to be used in the arbitral proceedings shall be English.

13.2.4. The governing law of the contract shall be the substantive law of England and Wales.”

## **Part 2: Terms of Use for Investors**

14. **“Investor”** shall mean a person or entity legally capable of entering a binding contract who actually commits, or is interested in committing, capital into the projects funded by Daoverse Capital with the expectation of receiving equitable or financial returns at the conditions agreed in a separate Investor Agreement. “Investors” shall be construed accordingly.

### **15. Duties of Daoverse Capital:**

15.1. Daoverse Capital undertakes to provide Investors transparent access to platforms and information including, but not limited to, projects in the crypto, web3 and metaverse spaces.

15.2. Daoverse Capital undertakes to keep Investors informed in a timely manner in the event of a new or existing project, in which Investors may commit capital.

16. Investors agree and accept that they, as individuals or entities, are required to enter additional agreements for the purpose of investing.

17. Investors agree to honour these Terms and additional agreements by adhering to the terms with transparency and good faith, promptly deliver any information or documentation to Daoverse Capital, and to promptly inform Daoverse Capital of any material changes to circumstance that may impact the Terms, Agreement or investment.

18. The Investor shall not use the Site, for the purposes of their own commercial or professional activities unless the prior written consent of Daoverse Capital has been obtained.

19. The Investor undertakes to immediately inform Daoverse Capital of any actual or potential conflict of interest which may arise in relation to a particular investment, including when the Investor is already an investor.



20. The Investor agrees and undertakes to pay any fees, service charges or any other amounts which may become due and payable pursuant to their particular investment, in a prompt and timely manner in accordance with any separate agreement which may be entered into with Daoverse Capital for such purpose or in any pricing schedule.
21. The Investor agrees and undertakes to promptly notify Daoverse Capital of any solicitation which they may receive through the Site or otherwise from any other User, employee, agent, partner, competition or other person associated with Daoverse Capital, which solicitation is not in accordance with these Terms and Conditions or any other agreement which may have been entered into with Daoverse Capital.
22. In the event of an exit from investment, such Investor undertakes to co-operate in good faith with the project and Daoverse Capital in order to facilitate the smooth exit of such Investor.
23. **Taxes.** You are responsible for any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with your use of the Services, Investment into the fund, or outcome of a transaction, including after purchase, sale or transfer.