

TERMS OF SERVICE

Last Updated: 1 December 2025

1. Acceptance of Terms

By accessing or using the website located at dtf.jup.ag (the "Site") and the services provided through it (collectively, the "Platform"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you must immediately cease using the Platform.

These Terms constitute a binding agreement between you ("User," "you") and us ("Company," "we," "us").

2. Description of Services

The Platform acts as a technical interface and intermediary (a "Launchpad") that facilitates the purchase of digital assets ("Tokens") issued by third-party projects ("Issuers").

The Platform allows Eligible Users to:

1. View information regarding upcoming Token sales.
2. Commit funds to Token sales that are open.
3. Receive Tokens after committing funds to Token sales after the Token Generation Event (TGE).

We are not the creator, issuer, or operator of the Tokens sold via the Platform.

3. Eligibility

To use the Platform, you represent and warrant that:

- You are at least 18 years old and have the full right, power, and authority to enter into this agreement.
- You are not a citizen or resident of Iran, North Korea, Syria, Cuba, the regions of Crimea, Donetsk and Luhansk in Ukraine, Russia, Belarus, Myanmar, Sudan, or any jurisdiction where the sale of digital assets is prohibited ("Restricted Jurisdictions").
- You are not currently on any trade or economic sanctions lists, such as the UN Security Council Sanctions list or OFAC (Office of Foreign Assets Control).

4. Token Allocations and Sales

- **Allocations:** By selecting an allocation, you are making a binding commitment to purchase Tokens up to that amount.
- **Allocation not guaranteed:** Allocations are not guaranteed. Sales may take place via a first-come-first-served mechanism or an over-subscription and pro rata refund mechanism.
- **Distribution:** Token distribution is subject to the Issuer's schedule. The Platform is not responsible for delays caused by the Issuer, blockchain network congestion, or smart contract failures.

- **Refunds:** Unless explicitly stated otherwise, all commitments are final and non-refundable.

5. NO SECURITIES REGULATORY PROTECTION

BY USING THIS PLATFORM, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

5.1 Not Securities

The Tokens available on this Platform are structured as "utility tokens", "brand tokens" or "governance tokens" intended for use within the Issuer's specific ecosystem. **They are NOT shares, bonds, securities, financial instruments, or investment contracts.** They do not represent an ownership interest in the Company or the Issuer, nor do they grant any right to participate in the control, direction, or decision-making of the Company or Issuer (except for limited governance rights as defined by the specific Token).

5.2 No Expectation of Profit

You are purchasing Tokens solely for their utility within the Issuer's ecosystem. You acknowledge that you have **no expectation of profit**, dividends, capital gains, or financial return based on the efforts of the Company, the Issuer, or any third party.

5.3 No Regulatory Supervision

The Tokens and this Platform are not registered with or supervised by the U.S. Securities and Exchange Commission (SEC), the Monetary Authority of Singapore (MAS), the Financial Conduct Authority (FCA), or any other financial regulatory authority. You do not have the protections associated with holding regulated securities.

6. Risk Disclosure

Trading and purchasing digital assets involves significant risk. By using the Platform, you accept the following risks:

- **Volatility:** The value of Tokens can fluctuate drastically and may drop to zero.
- **Regulatory Risk:** Regulation of cryptocurrencies is evolving. New laws could negatively impact the utility or transferability of the Tokens.
- **Project Failure:** The value of Tokens may fall drastically, even to zero, if the associated project fails or ceases meaningful operations.
- **Technical Risk:** Bugs, exploits, or hacks in the smart contracts, the Platform, or the underlying blockchain (e.g., Ethereum, Solana) could result in the total loss of funds.
- **Private Keys:** You are solely responsible for the security of your wallet. Loss of private keys results in permanent loss of Tokens.

7. DISCLAIMER OF WARRANTIES ("AS-IS")

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THE TOKENS, AND ALL RELATED SERVICES ARE PROVIDED ON AN **"AS IS"** AND **"AS AVAILABLE"** BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.
- WARRANTIES REGARDING THE QUALITY, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY TOKEN OR PROJECT LISTED.

8. Limitation of Liability

IN NO EVENT SHALL DTF, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

1. YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE PLATFORM;
2. ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PLATFORM;
3. ANY CONTENT OBTAINED FROM THE PLATFORM; OR
4. UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY EXCEED THE AMOUNT YOU PAID THE PLATFORM (IF ANY) IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

9. Third-Party Projects (Do Your Own Research)

The Platform lists projects created by third parties. We do not endorse, guarantee, or assume responsibility for the success, viability, or legality of any Issuer or Token. You are solely responsible for conducting your own due diligence (DYOR) on the Issuer's whitepaper, team, and technology before participating.

10. Indemnification

You agree to defend, indemnify, and hold us and our officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Platform or your violation of these Terms.

11. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of **Panama**, without regard to its conflict of law provisions.

Any dispute arising from these Terms shall be resolved through binding arbitration in **Panama City** under the rules of **ICC**. Class actions and jury trials are waived.

12. Amendments

We reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. By continuing to access or use our Platform after those revisions become effective, you agree to be bound by the revised terms.