

## Terms and Conditions

These Terms and Conditions (the “T&C”) apply to user and the buyer of the Datum token and future user of the Datum platform. PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING TO THE TOKEN SALE. THE T&C 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 OF SALE, DO NOT PURCHASE TOKENS.

By purchasing Datum tokens during *token sale* period, in the jurisdiction of Switzerland, you will be bound by these Terms, and all terms incorporated by reference. Your purchase of Datum tokens is subject to these Terms.

### Applicability

1. The following T&C constitute the agreement (the “**Agreement**”) between Datum Network GmbH. (hereinafter “**Datum**”), a Swiss Company, and you (the “User”) with respect to the purchase of the Datum token and the future use of the services offered through the Datum platform. By using our services, you are agreeing to be bound by the T&C in its current version. You are aware that Datum may change this T&C in any time. Your continued use of the platform means that you accept any new or modified terms.

### The Datum platform

2. Datum is an open source platform based on a blockchain technology. The use of a blockchain protocol, will enables the platform to be decentralized and fully automatized, where the parties can retake control of their data. The Datum Platform give the opportunity to participate in the data market and registration as the storage node etc., using the Datum token as a currency.

### The Datum Token

3. In order to fund the development of the Datum ecosystem, the tokens (onwards called Datum tokens, or DAT) will be created on the Ethereum blockchain, 51% of the tokens will be offered for purchase by the public under the ticker symbol DAT, 29% of the tokens will be held in a reserve by the Datum Network GmbH. and 20% of the tokens will be allocated to DAT core developers, founders and advisor. The Datum token is a coin, which will allow the User to access the service provided by the Datum platform.
4. The Datum token does not have the legal qualification of a security, since it does not give any rights on dividend or interest. The Datum token is final and non-refundable. The Datum token is not a share and does not give any right to participate to the general meeting of the Company. The Datum token cannot have a performance or a particular value outside the Datum platform. The purchase and use of Datum token shall therefore not be done for speculative usage.
5. Any User purchasing any Datum token, expressly acknowledge and represent that he/it have carefully reviewed these T&C and fully understand the risks, costs and benefits associated with the purchase of Datum token as indicated in the T&C.

### Knowledge required

6. The User who undertakes to purchase Datum token in relation to the Token crowdsale should ensure that he/it understands and has significant experience of cryptocurrencies, blockchain systems and services, and that he/it fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.
7. Datum shall not be responsible for any loss of Datum token or situations making it impossible to access to Datum token, which may result of any actions or omissions of the User or any person

undertaking to acquire Datum token.

### Risks

8. Acquiring Datum token and store involves various risks, in particular that Datum may not be able to launch its operations, develop its platform and provide the services promised. Therefore, and prior to acquiring Datum token, any User should carefully consider the risks, costs, and benefits of acquiring Datum token within the Token Sale and, if necessary, obtain any independent advice in this regard. Any interesting person being not in the position to accept nor to understand the risks associated to the activity (incl. the risks related to the non-development of Datum network and operations) or any other risks as indicated in the T&C, should not acquire Datum token, at this stage or ever later.

### Important disclaimer

9. These T&C 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 T&C do not include nor contain any information or indication that might be considered as a recommendation or that might be use to base any investment decision. The Datum token is just a currency token and is not intended to be used as an investment.
10. Any information in the T&C is given for general information purpose only and Datum does not provide with any warranty as to the accuracy and completeness of this information.
11. The offering of Datum token on a trading platform is done in order to allow the use of the Datum platform services and not for speculative purposes.
12. Datum will be an operative entity managing the Datum platform. Therefore, Datum is not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti Money Laundering purpose.
13. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the World. In that respect, regulatory measures, investigations or actions may impact Datum’s business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire Datum token must be aware that Datum business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, Purchasers and any person undertaking to acquire Datum token acknowledge and understand that neither Datum nor any of its affiliate shall be held liable for any direct or indirect loss or damages caused by such changes.
14. Datum will do its best to launch its operations and develop Datum platform. Any person undertaking to acquire Datum token acknowledge and understand however that Datum does not provide with any guarantee that it will manage to achieve it. On concluding the Commercial Operation, these tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company 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 a blockchain network that is compatible with Smart Contract programming language. They acknowledge and understand therefore that Datum (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the Datum token, excepted in case of intentional misconduct or gross negligence.

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15. DAT is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the Datum network or DATs to malfunction or operate in a way that is not expected. Ether, the native Ethereum Protocol account unit may itself lose value in a similar way to DATs, and also in other ways

## Representation and warranties

16. By participating in the Token Sale, the User agree to the T&C and in particular, they represent and warrant that they:
- i are authorized and have full power to purchase Datum token according to the laws that apply in their jurisdiction of domicile;
  - ii are not a U.S. citizen, resident or entity (a "U.S. Person") nor are they purchasing DAT or signing on behalf of a U.S. Person;
  - iii are not a Chinese or South Korea resident nor are they purchasing DAT or signing on behalf of a Chinese or South Korea resident;
  - iv are not acting for the purpose of speculative investment;
  - v lives in a jurisdiction which allows Datum to sell the Datum token through a crowdsale without requiring any local authorisation;
  - vi will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
  - vii are responsible for determining whether the acquisition of Datum token is appropriate for them;
  - viii are acquiring Datum token exclusively for a use of the Datum platform;
  - ix understand the risks associated with the Token Sale (incl. the risks related to the non-development of Datum network and operations).
  - x understand the use of cryptocurrencies and its associated risks.

## Limitation of Liability

17. Datum as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the Token sale, or any technical, interruption or malfunction of the platform.
18. The limitation of liability set out above shall not be applicable in the event that Datum, or a Datum-employee has caused the damage by intentional misconduct or by gross negligence.

## Severability

19. If any of the provisions of these T&C 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

20. These T&C are subject to and governed by Swiss law to the exclusion of Swiss International Private Law and any International Treaties. The Client acknowledges and accepts that the Datum ICO operation is taking place within a Swiss legal environment that is still under development. The Parties agree to seek an amicable settlement prior to bringing any legal action. All disputes arising from or under these T&C shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss 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 Zug, Switzerland. The arbitral proceedings shall be conducted in English.