

The following Terms and Conditions (“Terms”) govern the sale of complementary currency – DTUcoin (“DTX”). With part of the secured revenue, investments will be made in order to transform the DTX as a cryptocurrency operating on a p2p distributed ledger and a trade platform. These Terms regulate the Purchase of DTX.

This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. As described further below, transactions on the ZerO2Nature website (<https://www.zero2nature.com>) refer to the Purchase of DTX and require payments in order to create transactions. The payments can be made in Euros (“€”), US Dollars (“USD”) or Bitcoins (“BTC”). This document describes the conditions in which the DTX are sold. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring DTX. Please read the White paper available about DTX on the ZerO2Nature website ([https://www.zero2nature.com/dtx\\_White\\_paper.pdf](https://www.zero2nature.com/dtx_White_paper.pdf)).

### **IMPORTANT**

Ownership of DTX carries no rights express or implied. Purchases of DTX are non-refundable. Purchasers should have no expectation of influence over governance of the platform. By participating in the sale of DTX, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing DTX and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase DTX in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold ZerO2Nature BV, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of ZerO2Nature BV or its parent or affiliates, now or in the future and any other member of the ZerO2Nature Team (collectively the “ZerO2Nature Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of DTX.

**WARNING: DO NOT PURCHASE DTX IF YOU ARE NOT AN EXPERT IN DEALING WITH COMPLEMENTARY CURRENCIES.**

Purchases of DTX should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of complementary currencies, like bitcoin (“BTC”). Purchasers should have functional understanding of storage and transmission mechanisms associated with other complementary currencies. While the ZerO2NatureTeam will be available to assist Purchasers of DTX during and after the sale, ZerO2Nature BV will not be responsible for lost DTX resulting from actions taken by, or omitted by Purchasers. Note, in particular, that DTX Purchasers should take great care to write down their DTUcoin Bank account password and not lose it so as to be sure that they will be able to access their DTX. If you do not have such experience or expertise, then you should not purchase DTX.

**WARNING: COMPLEMENTARY CURRENCIES MAY EXPERIENCE EXTREME PRICE VOLATILITY**

Complementary currencies that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A

Purchaser of DTX should be prepared to expect similar fluctuations, both down and up, in the price of DTX denominated in Euros, BTC or USD or currencies of other such jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. ZerO2Nature BV cannot and does not guarantee market liquidity for DTX and therefore there may be periods of time in which DTX is difficult to buy. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of DTX may be markedly different in different countries and this would likely be reflected in significant price discrepancies. By purchasing DTX, you expressly acknowledge and represent that you fully understand that DTX may experience volatility in pricing and will not seek to hold any of the ZerO2Nature BV Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of DTX.

### **WARNING: THE PURCHASE OF DTX HAS A NUMBER OF RISKS**

The purchase of DTX carries with it a number of risks. Prior to purchasing DTX, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not purchase DTX. By purchasing DTX, and to the extent permitted by law, you are agreeing not to hold any of the ZerO2Nature BV Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of DTX, including losses associated with the risks set forth below.

## **TERMS AND CONDITIONS**

### **I. Overview of the DTX market**

The ZerO2Nature DTX platform requires, for proper operation, and comprehensive utilization, a proper knowledge about the complementary coin called DTX. The sale will take place at ZerO2Nature website (<https://www.zero2nature.com>). Purchasers will acquire DTX in exchange for Euros, US Dollars or BTC. Purchasers of DTX will be granted user accounts at the DTUcoin Bank. A significant portion of the results achieved through the sales of DTX will be used to upgrade the current ledger system to an identifiable p2p blockchain and the creation of an exchange platform; which is expected to occur during the second quarter of 2018, although there are no guarantees that this will occur according to such a time-frame or at all.

### **2. Sale of DTX**

DTXs that are available for sale through the ZerO2Nature platform are related to certified projects listed at [https://www.zero2nature.com/trading/project\\_listing.php](https://www.zero2nature.com/trading/project_listing.php) . A list of DTUs, their corresponding type, their current status and serial number can be found at: <https://www.zero2nature.com/registry>.

### **3. Purchase of DTX**

The instructions for purchasing the DTX will be available at the ZerO2Nature website. Failure to follow these instructions may limit, delay, or prevent a Purchaser from obtaining DTX. Any questions about these instructions should be directed to [dtx@zero2nature.com](mailto:dtx@zero2nature.com).

#### **4. Obligation to Determine If Purchaser Can Purchase DTX in Purchaser's Jurisdiction**

The ZerO2Nature DTX purchase constitutes the sale of a legal product under Dutch law. This product sale is conducted by ZerO2Nature BV, a Dutch company, operating under Dutch law. It is the responsibility of each potential Purchaser of DTX to determine if the Purchaser can legally purchase DTX in the Purchaser's jurisdiction.

#### **5. Acceptance of Terms and Conditions of the purchase of DTX**

As a first step in the purchase process, ZerO2Nature BV will present the Purchaser with these Terms. By placing an order for DTX, the Purchaser: (i) consents and agrees to the Terms; (ii) represents and warrants that the Purchaser is legally permitted to purchase DTX in the Purchaser's jurisdiction and is legally permitted to receive products of Dutch origin; (iii) represents and warrants that the Purchaser is of a sufficient age to legally purchase DTX or has received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of DTX as set forth below; (v) represents and warrants that Purchaser is not exchanging bitcoin (BTC) for DTX for the purpose of speculative investment and (vi) represents and warrants that the Purchaser has an understanding of the usage and intricacies of complementary currencies, like BTC.

#### **6. Receipt of DTX and the Purchase Email**

As part of the purchase process, and in order to purchase DTX, a Purchaser will need to provide an email address (the "Purchase Email"). The Purchase Email will be used to email the Purchaser a notice of the creation of the Purchaser's account at the DTUcoin Bank where the purchased DTX has been delivered to. By purchasing DTX, and to the extent permitted by applicable law, the Purchaser agrees not to hold any of the ZerO2Nature BV Parties liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, Purchaser's failure to their account.

#### **7. DTX Will Only Be Available For Sale on the ZerO2Nature Website**

ZerO2Nature BV will only sell DTX through the ZerO2Nature website, available at <https://www.zero2nature.com>.

#### **8. Fraudulent Attempts to Double Spend BTC**

ZerO2Nature BV will monitor all potential transactions for fraudulent attempts to double spend BTC. Any detected double spend of BTC will result in no DTX being delivered to the associated Purchaser.

#### **9. Certain Risks Associated with the Purchase of DTX**

The purchase of DTX carries with it significant risk. Prior to purchasing DTX, the Purchaser should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase DTX.

- a. It is possible that the value of Euro will drop significantly in the future, depriving ZerO2Nature BV of sufficient resources to continue to operate.
- b. Any third party that gains access to the Purchaser's Purchase Email may be able to gain access to the Purchaser's account on the DTUcoin Bank. Purchaser must take care not to respond to any inquiry regarding their purchase of DTX, including but not limited to, email requests purportedly coming from the ZerO2Nature website or similar looking domain.
- c. Complementary currencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. The DTUcoin Bank and DTX could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the ability of ZerO2Nature BV to continue to develop the DTX trading system.
- d. It is possible that DTX lose market's interest and such a lack of interest could impact the development of the potential uses of DTX. ZerO2Nature BV is working with other third-parties around the world to create an interest in DTX. However, it cannot predict the success of its own development efforts or the efforts of other third parties.
- e. The Purchaser recognizes that the DTX system (blockchain and trading platform) is currently under development. Purchaser acknowledges that any expectations regarding the form and functionality of the DTX system may not be met for any number of reasons.
- f. DTX is a new complementary currency, thus contributing to price volatility that could adversely affect its value. The factors affecting the further development of the digital assets industry, as well as the DTX include:
  - i. continued worldwide growth in the adoption and use of DTX and other digital assets;
  - ii. government and quasi-government regulation of DTX and other digital assets and their use, or restrictions on or regulation of access to and operation of the future DTX trading platform or similar digital asset systems;
  - iii. the maintenance and development of the protocol of the future DTX trading platform;
  - iv. changes in consumer demographics and public tastes and preferences;
  - v. the availability and popularity of other similar products and
  - vi. general economic conditions and the regulatory environment relating to the future DTX trading platform and digital assets.
- g. A failure to properly monitor and upgrade the protocol could damage the future DTX trading platform and the DTX.
- h. Complementary currencies exchanges on which DTX may trade are relatively new and largely unregulated and may therefore be more exposed to fraud and failure than established, regulated exchanges for other products. A lack of stability in the complementary currencies exchanges and the closure or temporary shutdown of complementary currencies exchanges due

to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the future DTX trading platform and result in greater volatility in prices.

i. Political or economic crises may motivate large-scale sales of DTX, which could result in a reduction in the price and adversely affect the value of a DTX. Hybrid assets such as DTX, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events.

j. DTX transactions are irrevocable and stolen or incorrectly transferred DTX may be irretrievable. As a result, any incorrectly executed DTX transactions could adversely affect the value of a DTX. DTX transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction.

#### **10. All Purchases of DTX Are Non-Refundable**

ALL PURCHASES OF DTX ARE FINAL. PURCHASES OF DTX ARE NON-REFUNDABLE. BY PURCHASING DTX, THE PURCHASER ACKNOWLEDGES THAT NEITHER ZERO2NATURE BV NOR ANY OTHER OF THE ZERO2NATURE BV PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY DTX THAT IS NOT USED OR REMAINS UNUSED.

#### **11. Taxation of DTX and Taxation Related to the purchase of DTX**

ZerO2Nature BV makes no representations concerning the tax implications of the sale of DTX or the possession or use of DTX. The Purchaser bears the sole responsibility to determine if the purchase of DTX or the potential appreciation or depreciation in the value of DTX over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing DTX, and to the extent permitted by law, the Purchaser agrees not to hold any of the ZerO2Nature BV Parties liable for any tax liability associated with or arising from the purchase of DTX.

#### **12. Privacy**

Although ZerO2Nature BV requires that Purchasers provide an email address, ZerO2Nature BV will not publish any identifying information related to a DTX purchase, without the prior written consent of the Purchaser. Purchasers may be contacted by email by ZerO2Nature BV regarding a purchase. Such emails will be informational only. ZerO2Nature BV will not request any information from Purchasers in an email.

#### **13. Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING DTX AT THE PURCHASER'S SOLE RISK AND THAT DTX IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT

PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE ZERO2NATURE BV PARTIES WARRANT THAT THE PROCESS FOR PURCHASING DTX WILL BE UNINTERRUPTED OR ERROR-FREE.

#### **14. Limitations Waiver of Liability**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, DTX OR THE ZERO2NATURE TRADE PLATFORM 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 NONE OF THE ZERO2NATURE BV PARTIES SHALL 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 INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, DTX. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT ZERO2NATURE BV PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF DTX, AND THAT THE RISK OF PURCHASING AND USING DTX RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE ZERO2NATURE BV PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO ZERO2NATURE BV FOR THE PURCHASE OF DTX. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF ZERO2NATURE BV.

#### **15. Dispute Resolution**

a. ZerO2Nature BV and Purchaser (the “Parties”) agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this purchase of DTX and their respective rights and obligations hereunder arising under this Agreement (a “Dispute”).

b. If the Parties, or their designated representatives, are unable to resolve the Dispute within ten (10) business days after referral of the matter to them, the Parties will submit the Dispute for resolution pursuant to paragraph c. of this Section.

c. Except with respect to Disputes concerning

(i) the right of either Party to apply to a court of competent jurisdiction for an interim or interlocutory injunction or other provisional remedy to preserve the status quo or prevent irreparable harm or

(ii) any Disputes that may arise in connection with a breach of a Party's obligations of confidentiality hereunder, if any Dispute is not resolved pursuant to paragraphs a. and b. above, the Parties will, acting reasonably, agree mutually on the forum for resolution of the Dispute by arbitration as set out in this Section.

d. After the completion of the procedures set forth in paragraph b. and agreement by the Parties to enter into binding arbitration in accordance with paragraph c. of this Section, either Party may within thirty (30) calendar days refer the Dispute to arbitration by serving written notice of its intention to arbitrate the Dispute to the other Party.

e. Arbitration of any Dispute will be conducted in accordance with the New Dutch Arbitration Act, January 1, 2015 ("Act"), as amended from time to time, except to the extent that there is a conflict of terms or inconsistency between the Act and a term or condition of this Agreement.

f. The arbitration will be conducted by a single arbitrator to be mutually agreed to by the Parties within three (3) business days following the date of the referral of the Dispute to arbitration.

g. The arbitrator will have reasonable expertise and experience in arbitrating commercial disputes involving agreements for the provision of consulting and contractual disputes. If the Parties are unable to mutually agree upon an arbitrator, the arbitrator will be selected by the preliminary relief judge (voorzieningenrechter) will appoint the arbitrator.

## **16. Force Majeure**

ZerO2Nature BV is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions) or
- any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

#### **17. Complete Agreement**

These Terms set forth the entire understanding between each Purchaser and ZerO2Nature BV with respect to the purchase and sale of DTX. For facts relating to the sale and purchase, the Purchaser agrees to rely only on this Terms and the White paper (available at <https://www.zero2nature.com> ). These two documents constitute the fundamentals for determining purchase decisions and the Purchaser understands that these documents govern the sale of DTX and supersede any public statements made by third parties or by ZerO2Nature Team or individuals associated with any ZerO2Nature BV Parties, past and present.

#### **18. Severability**

The Purchaser and ZerO2Nature BV agree 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.

#### **19. No Waiver**

The failure of ZerO2Nature BV to require or enforce strict performance by the Purchaser of any provision of these Terms or ZerO2Nature BV's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of ZerO2Nature BV's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by ZerO2Nature BV of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by ZerO2Nature BV shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Purchaser and a duly appointed officer, employee, or agent of ZerO2Nature BV.

#### **20. Updates to the Terms and Conditions of the ZerO2Nature trade platform**

ZerO2Nature BV reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the ZerO2Nature website (<https://www.zero2nature.com> ). Any Purchaser will be deemed to have accepted such changes by purchasing DTX. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and ZerO2Nature BV. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not



include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase DTX.

## **21. Cooperation with Legal Authorities**

ZerO2Nature BV will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. Taking transparency as one of its core principles, ZerO2Nature BV will endeavour to publish any legal enquiries upon receipt.

## **22. Further Information**

For further information regarding the ZerO2Nature System, please contact [info@zero2nature.com](mailto:info@zero2nature.com).