

PARTICIPATION AGREEMENT, TERMS & CONDITIONS

The Arcadia Foundation DAO Project

The Arcadia Foundation DAO is a decentralized collaborative exercise aimed at: the team-building, the technological development, the crowdfunding, and functional establishment of the organization that will take care of the enterprise operations in the conventional business space.

We have termed this experimental framework a **Staging DAO**, aiming to demonstrate the potential for self-regulation and coordination outside traditional jurisdictional frameworks, but which at the same time, builds upon those frameworks to create an equivalent format that could be translated back into those frameworks effortlessly.

To learn more about the background and concepts related to the AF DAO please consult the Whitepaper at: dao.arcadia.global/whitepaper

The following are the terms and conditions that all users agree to abide, on any interaction or participation form, with the project's tokens and platforms:

Restricted Jurisdictions

Please note that citizens or residents of **restricted and sanctioned jurisdictions** may not participate in any kind of token exchange or sale. If you are not citizen or resident of a restricted jurisdiction, you may only participate if you are outside of any restricted jurisdictions at the time of the purchase. Citizens or residents of **regulated jurisdictions** may or may not participate, in full or partial capacity, in the activities involving some or all of the project’s tokens and activities, depending on their specific circumstances.

A case-by-case review is granted to citizens or residents of regulated jurisdictions upon their submission of a legal concept by a locally licensed law professional where an opinion is given to the project’s activities. The validness of such activities should be characterized, supported, and matched to the participant’s specific combination of circumstances that clears them to participate. Due to the decentralized nature of the project, each participant is responsible for the knowledge, compliance and other accessory activities required by their local applicable jurisdiction.

| Restricted | Sanctioned | Regulated |
|----------------------------|------------------------|------------------------------|
| People’s Republic of China | Iran | United States of America |
| Nepal | North Korea | The European Union |
| Afghanistan | Bosnia and Herzegovina | Canada |
| Bangladesh | Ethiopia | Australia |
| Morocco | Iraq | France |
| Algeria | Syria | Japan |
| Egypt | Yemen | Switzerland |
| Bolivia | Cuba | United Kingdom |
| Cameroon | Russia | Hong Kong |
| Central African Republic | Ukraine | Malaysia |
| Gabon | Myanmar | Singapore |
| Guyana | Belarus | United Arab Emirates |
| Lesotho | Lebanon | Nigeria |
| Libya | Congo | |
| Zimbabwe | Balkans | |
| Qatar | Venezuela | |
| Saudi Arabia | | |
| May not participate | | Maybe can participate |

NON-BOILERPLATE

CONCEPT DEFINITIONS

Arcadia: The global development bridging tangible assets with decentralized tools.

Foundation: Both the act of founding, and the entity to be created to develop and manage Arcadia's blockchain technologies.

DAO: The decentralized autonomous organization set up as the framework for the project's operations.

Project: The combination of concept, dynamics, workforce and labor aimed to accomplish the objectives set.

Committee: The founder and voting members, in their executive functions, exclusively.

Participants: Any person committing funds or work to the project who holds the corresponding tokens as a result of these interactions.

Users: Any person interacting with the project's platforms and/or its crypto assets, including external providers of services and public in general.

Cryptoassets: Any class of token, coin, NFT, or smart contract; Generated, ownable, or receivable by the DAO or any additional wallet specified by the project.

Receivable Cryptoassets: Only these cryptoassets are accepted by the project, preferring stable coins. Nonetheless, all crypto assets are converted to native ones as required by consumption of the DAO, for the project operations.

- ▲ Native: xDAI / DAI
- ▲ Pegs: USDT / USDC / BUSD / TUSD
- ▲ Coins: BTC / DOGE / LTC / BCH
- ▲ Tokens: BNB / XRP / SOL / ADA / MATIC / DOT / XLM

Platforms: References any of our official channels where the participants and users can interact with the project. This includes mainly the DAO web3 platform, but includes things like Hedgey, Telegram, and Discord too.

TOKEN DEFINITIONS

For the operations and execution of our staging DAO activities, the project uses 3 different Gnosis-based ERC20 tokens. These tokens are divided in: a) DAO Token Pair and b) Utility token. The token pair is composed of a voting token, and a loot token.

The functions of each token are based on their native conventional usage, but modified to define additional logic fitting the operational structure necessary for the collective self-governance. The nature and usage of each token is referenced as follows:

DAO Pair – Voting Token – AXX

The voting token is a membership token that confers its holder the power to vote in the different proposals submitted by managers and community into the DAO's web3 platform. This token does not have any monetary value, nor represents a share or equity into the project. It doesn't affect, or shares, or modifies the inherent value of the other token member of the pair. No future plan to assign value to this token will be implemented, and no utility other than remaining a proof of membership into the Staging DAO is promised. The project can't prevent its holders to establish a secondary market for this token based on this inherent utility, and in that order of ideas, it can't back, support, or be obligated to integrate such dynamics into the future operations within the scope of the Staging DAO, or beyond. AXX tokens are only granted, in a relation 1:1 with loot tokens, to members contributing funds into the DAO's common pool.

DAO Pair – Loot Token – RAXX

The loot tokens are peg-like tokens tied to the value of the US Dollar and are used to keep track - referencing this FIAT currency- of the community contributions be them in the form of other cryptoassets, or in the form of professional work done for the project. Loot tokens give proportional rights into claiming back a share of the common pool of resources in case of a participant wanting to exit the project while in process. No functions comparable or equivalent to equity, securities, or revenue promise are offered to holders of this token while the Staging DAO is in operation. Upon completion of the staging objectives, the tokens can be vested on their originally stated peg value. The project will offer paths to buyback in kind or swap this value into it's future tokens at preferential terms. RAXX tokens are granted to members contributing funds or work into the project according to their progressive stepped sale mechanisms, or nominal value, respectively.

Security nature of DAO tokens

Regardless of the required utility declared for the DAO token pair in the scope of its function and dynamics, the committee, participants and users acknowledge past and possible future legal and regulatory precedents that classify these class of tokens as securities;

Every participant of the project commits to manage them **as-if-they-were** securities, to avoid any ambiguity or misunderstanding that might compromise the collective's operations and holdings. These policies include and are not limited to:

- ▲ DAO tokens are not to be offered or sold to citizens and residents of restricted and sanctioned countries.
- ▲ DAO tokens are not to be offered or sold in centralized exchanges. Neither promoted massively in automated ways or including any specific or ambiguous promise of performance or returns.
- ▲ DAO tokens only have utility within the context of the project platforms and their operations. They are not speculative in nature.
- ▲ DAO tokens have an "expiration" date, to be defined within the time of completion of the project's objectives, and the time of final migration of their utilities and value, if any, into our future chain.
- ▲ DAO tokens crowdfunding nature is defined by the stepped progressive offering model, and so, restricted to under 50% of their nominal vesting value of 1 million US dollars. (1,000,000 tokens @ \$1 USD).
- ▲ DAO tokens not used in the project's operations (granted, exchanged or paid, in funding and payroll activities) are not to be vested by the founder(s) or any individual whatsoever. Any excess funds become the initial entity's capital as a reserve seed.

ERC20 – Utility Token – PAXX

The project's utility tokens are created to serve internal and external users as a pass into the future

services provided by the project, the platforms, and integration we'll develop. This is a proxy-upgradable token setup to be a plain canvas for experimentation in adapting the EVM paradigms into our real life processes. Beyond its inherent value transfer utility, this token helps us to sketch the blueprints of our own chain's native tokens, to which a bridge is almost obligatory. The tokens are offered by the DAO committee to the market in general. PAXX tokens are available in a combination of conventional cryptoasset offerings and sales methods, to KYC validated users and institutions, and are planned to be listed in selected centralized and/or decentralized exchanges.

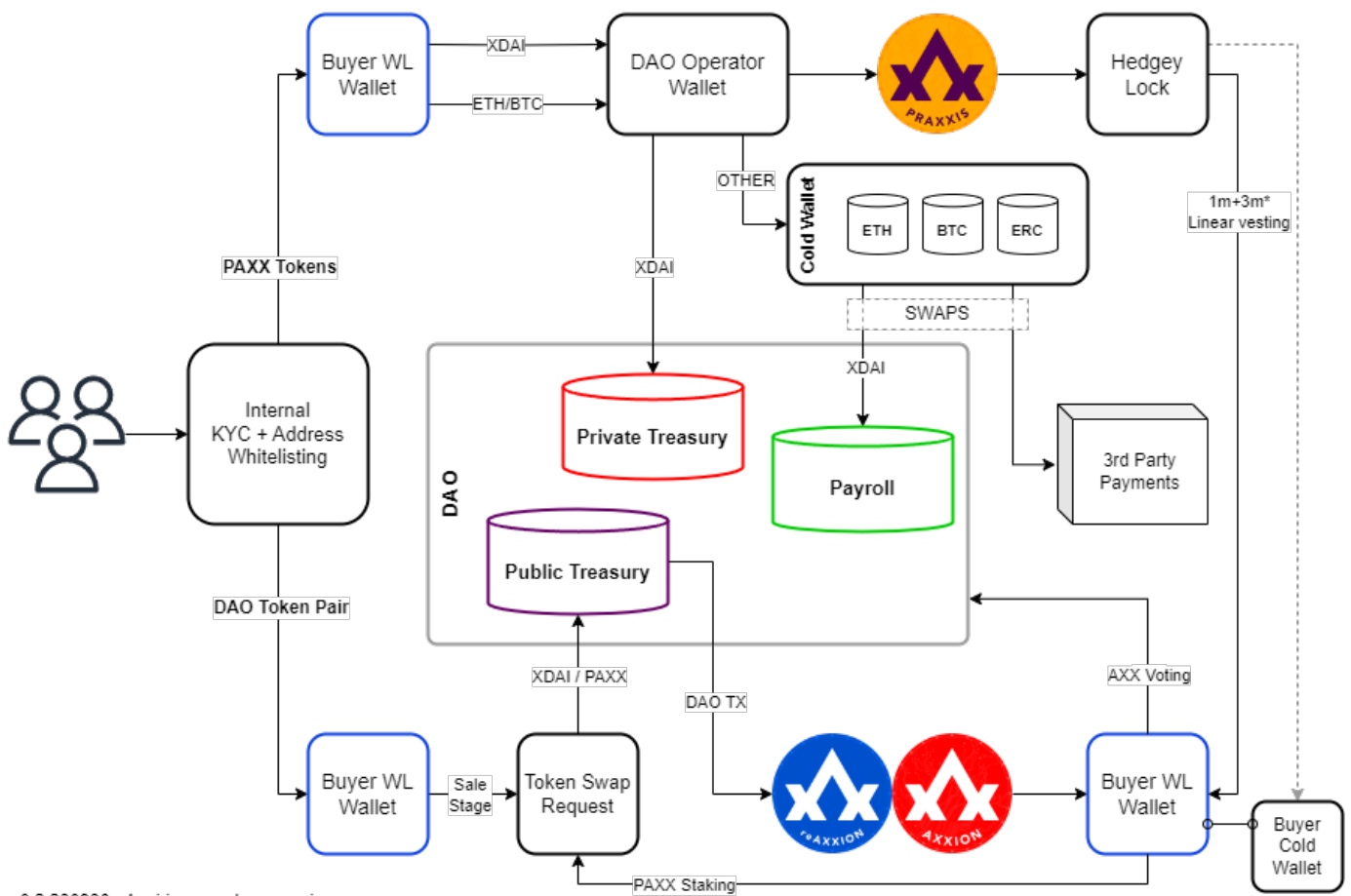
Token utilities in development and planned might include:

- ▲ PAXX as an access token into the community platforms and onboarding channels of the global project.
- ▲ PAXX as staking token into the DAO in exchange for DAO token pairs.
- ▲ PAXX as exchange medium for services provided by the global project business units.
- ▲ PAXX as functional DEX token.
- ▲ PAXX as bridge into other EVM chains, including our own.

The project can't foresee if any of these functionalities might conflict, technically or logically, with any other of them before implementation, hence, the project might not commit to develop each and everyone of those functions if incompatible, redundant, or assignable into another technological instrument or chain.

Unless specifically noted and referenced, the following boilerplate terms and conditions apply mostly exclusively to the PAXX utility tokens in the context of their internal and external offering methods and conducting platforms.

PRESALE FLOW OVERVIEW



BOILERPLATE

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SUBSEQUENT SECTIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of Gnosis-based ERC20-compatible PAXX Tokens (collectively, "PAXX" or "Tokens") during the Presale ("Presale") Period (defined below) or any future token sale mechanism (the "Token Offerings") from THE ARCADIA FOUNDATION DAO ("the Foundation," "we," or "us") is subject to these Terms of Participation ("Terms"). Each of you and the Foundation is a "Party," and, together, you and the Foundation are the "Parties." The Presale and Token Sale are referred to collectively herein as the "Token Sale" unless otherwise noted.

These Terms take effect when you (1) Interact with any of our platforms (2) when we receive payment in full ("Effective Date"). By purchasing Tokens from us at any time, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at support@arcadia.global.

You and the Foundation agree as follows:

Scope Of Terms

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from us during the Token Sale Period.

Any use of Tokens in connection with providing or receiving Services in the Platform will be governed primarily by other applicable terms and policies, which currently include our terms of service and our privacy policy, which are available at <https://arcadia.global/privacy-policy/> (collectively, the "Platform Terms and Policies"). We may add new terms or policies to the Platform Terms and Policies at our sole discretion and may update each of the Platform Terms and Policies from time to time according to the modification procedures set forth therein. You have read, understand and agree to these Terms as well as the Platform Terms and Policies, the Risk Disclosures (provided later in this document), and the White Paper and will regularly check for updates to these documents on <https://arcadia.global> or other channels we make available, and will read any updates.

YOU AGREE AND UNDERSTAND THAT YOU ARE PURCHASING TOKENS DURING THE TOKEN SALE FOR YOUR OWN PERSONAL USE AND UTILITY AND TO PARTICIPATE ON THE PLATFORM AND NOT FOR INVESTMENT OR FINANCIAL PURPOSES. YOU AGREE AND UNDERSTAND THAT TOKENS ARE NOT A SECURITY OR A CRYPTOCURRENCY AND ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE. Tokens are a cryptographic token used on web3 platforms and managed via cryptographic wallet. If you did not understand any of the concepts identified in the White Paper, these Terms, Risk Disclosures, Privacy Policy, or any other Platform Terms and Policies, please contact us at support@arcadia.global. By agreeing to the Terms, you affirm that you understand any and all concepts described in the documents to your satisfaction, and you affirm that you also agree to the Platform Terms and Policies.

To the extent of any conflict with these Terms, the Platform Terms and Policies, which you must agree to in connection with these Terms, shall control with respect to any issues relating to the use of Tokens in connection with providing or receiving Services on the Platform.

Eligibility

In order to be eligible to participate in the Token Sale, you will have to provide us personal information, as requested (your "User Credentials").

You must also have a wallet or other storage mechanism (“Wallet”) that supports **the ERC20 token standard and the Gnosis chain** in order to receive any Tokens you purchase from us and provide the address for your Wallet (the “Token Receipt Address”, or “Whitelisted Address”). We reserve the right to prescribe additional guidance regarding specific requirements with respect to a storage mechanism for the Tokens. You must have the ability to validate and send funds to the accounts that we specify.

We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from your failure to provide a Token Receipt Address or providing an inaccurate or incomplete Token Receipt Address, or not fulfilling the Know Your Client criteria and requirements.

Principles

- ▲ You understand and accept that while the individuals and entities, including the Foundation assigned to this task, will make reasonable efforts to maintain the Platform, it is possible that such maintenance may fail and your PAXX TOKENS may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
- ▲ You are also aware of the risk that, due to a lack of public interest, the Platform could be fully or partially abandoned, be commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of funds to the Foundation, and the creation of PAXX TOKENS by the Platform carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created PAXX TOKENS, if any, and attributed features of the Platform).
- ▲ By transferring funds or digital assets to the Foundation, you expressly agree to all of the terms and conditions set forth by the Foundation. You further confirm to have carefully reviewed the functions and the terms and conditions set forth in this document and to fully understand the risks and costs associated with PAXX Tokens.
- ▲ You furthermore understand and accept that the creation and assignment of the Tokens and the facilitation of the Services are Platform based, consisting of multiple interconnected software codes existing on the Ethereum & Gnosis blockchains (in the form of a smart contract built in but not limited to Solidity), or other distributed ledger (as determined by the Foundation), as set forth on the Foundation Site. Moreover, the Foundation reserves the right to migrate from the Ethereum or Gnosis protocol to a future protocol, that may or may not currently exist, for any reason.
- ▲ This document does not constitute a prospectus of any sort, is not a solicitation for investment, does not pertain in any way to an initial public offering or a share/equity offering, and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of the Platform.
- ▲ By transferring funds or other digital assets to the company, and/or receiving PAXX Tokens, no form of partnership, joint venture, agency or any similar relationship between you and the Foundation and/or other individuals or entities involved with the creation or deployment of the Platform is created.

Cancellation; Refusal Of Purchase Requests

Your purchase of PAXX Tokens from us during the Sales Period is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation or (ii) if you do not comply with our Know Your Client requirements (in which case, a penalty may be levied).

If any of (i) or (ii) occurs, then any funds sent by you to purchase Tokens may be returned (minus any applicable penalties and fees) and the purchase and sale will be considered not made. We reserve the right to refuse or cancel Token purchase requests at any time in our sole and absolute discretion and to stop the Presale or Token Sale entirely. To the extent that we refuse or reject a payment, we will exercise reasonable endeavors to secure that the payment is returned exclusively to the originating

account. However, we do not warrant, represent, or offer any assurances that we will be able to successfully recover and/or return such payments, and, in any event, you accept that any return of your payment will be net of any fees and/or penalties applied at the time the payment is made and thereafter until returned (if so returned).

We will provide you web-based support only, which may include email, chat, IM, and knowledge-based support. We will not provide telephone or live support. Our support email is support@arcadia.global.

Never accept help from people in any of our channels. Team Will Never DM you First. Initiate all your support queries directly and privately using the project's conventional channels.

Contribution Policies

Presale Period and Token Sale Period:

Presale Period: PAXX Tokens Presale begins 1st of October 2023 for an initial period on an only basis and lasting until the 20% of issuance is sold out completely. (the "Presale Period").

Token Sale Period: The Token Sale Period will begin after the Presale Period concludes, and end (i) when 30% of issuance is sold out, (ii) when the Foundation has received a maximum contribution possible, if predictable (iii) when the Foundation, in its sole discretion, terminates the Token Sale.

The "Applicable Exchange Rate" for the "Presale Period" shall be estimated according to the median of the exchange rate price denoted in USD as specified on binance.com for the previous day to the transfer. For the avoidance of doubt, the date and time any Receivable Cryptoasset are contributed pursuant to these Terms, your contribution amount shall be valued in accordance with the Applicable Exchange Rate of the date and time this Receivable Cryptoasset was sent to the address specified by us.

Token Pools, Stages, and Allocation

The applicable Token Pools, Sale Stages, and discounts will always be defined as the ones described in the tokenomics section of the project's main website which functions as a light paper:

<https://dao.arcadia.global/>

Minimum / Maximum Contribution Amounts Per User are specified as follow:

DAO token pair: No minimum or maximum contribution within the limits of each sale stage, but no participant shall accumulate more than 20% of the total available tokens.

Utility Token: No minimum or maximum contribution besides those that may be imposed by a 3rd party platform, if used, to manage a specific sale process or parts of it.

Allocation of PAXX TOKENS:

The process of allocation of PAXX TOKENS by the Foundation is initiated by you sending an amount of cryptoassets to the Foundation Operating Wallet address on the Ethereum and Gnosis blockchain at the addresses set forth on the Foundation Site, as follows:

1. You will go to <https://dao.arcadia.global/private-sale/>
2. You will be required to whitelist your address and provide personal verification data (KYC);
3. You will be required to accept these Terms and Privacy Policy;
4. You will send "Receivable Cryptoassets" to the address specified by our system and receive your PAXX TOKENS, in your whitelisted address, according to the vesting period and method set forth with our staking partner Hedgey.

There is no Token Generation Event in this project.

The tokens have already been issued and used for tests on various platforms, wallets, and safes.

Excluded Contributions

The only acceptable cryptoassets are specified in the Definitions Section under the entry “Receivable Cryptoassets”. Any other type of payment, including any type of fiat, cryptocurrency, or ERC20 token will not be accepted. You are advised NOT to send any cryptocurrency from centralized exchange wallets. In addition, DO NOT make use of any multi-signature wallet as we will not support them and your transaction will not be accepted. By doing so your cryptocurrency may be permanently lost, and the PAXX TOKENS may not be distributed.

Transferability of PAXX TOKENS

After the allocation process concludes for any participant, any and all PAXX TOKENS will be locked in a “Hedgey Investor Lock” instrument, and are therefore not transferable for a period of 1 month, after which a period of linear vesting of 3 months will finally allocate the tokens to the whitelisted address. Tokens will be fully transferable as soon as the contributor starts receiving them from the locking mechanism.

Third Party Payment Processor

To the extent that any third party website, service, or smart-contract offers to receive payments and issue PAXX TOKENS or facilitates the allocation or transfer of PAXX TOKENS in any way during any time, such third-party websites or services are, unless expressly set forth in these Terms or mentioned on the Foundation Site, **not authorized by the Foundation**. Such third parties do not have any legal or commercial relationship in any way with the Foundation. You are solely responsible for ensuring that we actually receive the appropriate amount of cryptocurrency from an ERC20 compatible Wallet. We are not responsible for any loss of funds related to the use of a third party payment processor not connected to.

PAXX TOKENS are only for used in connection with the present and future Platforms and services under these Terms and only constitute a transferable representation of attributed functions of the project and operations.

Possible Migration Of Tokens

We reserve the right to migrate the Tokens (the “Pre-existing Tokens”) from the Gnosis protocol to any future protocol, that may or may not currently exist, for any reason. Further, we may generate new Tokens on any future protocol that may or may not currently exist and make them available to the holders of Pre-existing Tokens (the “Replacement Tokens”) should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Platform.

In the event that we migrate the Tokens, we may no longer provide support for the Pre-existing Tokens relating to the Platform, the Services, or any other operational matters, except with respect to the migration process. Accordingly, by accepting these Terms, you acknowledge and agree that in order for you to continue to participate in the Platform or obtain utility from the Tokens, you may need to convert the Tokens you purchase during the Token Sale to Replacement Tokens in the future.

In the event that we migrate the Tokens, we shall notify you in accordance with the notice provisions set forth in subsequent Sections herein.

Acknowledgment And Assumption Of Risks

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens and using Tokens for providing or receiving Services in the Platforms, as disclosed and explained in the Risk Disclosures set forth in Schedule 1 hereto. If you have any questions regarding these risks, please contact us at support@arcadia.global. BY ACCEPTING THESE TERMS AND PURCHASING TOKENS, YOU

EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME ALL OF THE RISKS SET FORTH IN SCHEDULE 1 HERETO.

Security

Your Security: You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the wallet address associated with your account, (ii) private keys required to access any relevant Ethereum & Gnosis address or your Tokens and (iii) your username, password and any other login or identifying credentials assigned in the process.

Additional Information: You will provide to us, or our nominee, immediately upon request, information that in either of our sole discretion, we deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you, government identification cards, or sworn statements, and we or our nominee may keep a copy of such information.

Your Information: We may use aggregate statistical information about your activity, including your activity on the Foundation sites or platforms, for marketing or any other purpose in our sole discretion. We may use your internet protocol address to verify your purchase of Tokens. However, we will not release your personally-identifying information to any third party without your consent, except as required by law or as set forth in these Terms, our Privacy Policy or any other Platform Terms and Policies, all of which you have agreed to. Your information at all times will be handled in accordance with the requirements of the General Data Protection Regulation.

Right To Request Information

Before you are able to make a contribution or at any time after having contributed to the Foundation, we or our nominee may determine, in either of our sole or absolute discretion:

1. to request additional information pursuant to relevant Sections in this document, and
2. that it is necessary to obtain certain other information about you in order to comply with applicable laws or regulations in connection with the creation and issue of Tokens to you.

By agreeing to these Terms, you agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.

Further, you acknowledge and accept that we may refuse or reject any contributions for the purchase of Tokens until after you have provided all information and documentation that we may request under this Section and after we have determined that it is permissible to create and issue Tokens to you under applicable law.

If the requested information is not submitted to us in due course we reserve the right to cancel your application and refund your payment minus costs and penalties.

Taxes

The Purchase Price that you pay for Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use,

value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of Tokens. You agree not to hold the Foundation or any the Foundation Parties (defined below) liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens, or any other action or transaction related to the Platform.

Representations And Warranties

By purchasing Tokens, you represent and warrant that:

- ▲ You understand that the “Receivable Cryptoasset” exchange rate will be determined in accordance with the Applicable Exchange Rate policy and might variate due to sudden spikes or volatility.
- ▲ You are agreeing to participate in the Platform in some manner, and you understand that it is your responsibility to participate, meaning that the Platform surrounding this project is NOT solely dependent upon the efforts of the Foundation managers, but by the members engaging with the Foundation Platform and Services;
- ▲ You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and distributed ledger technology to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;
- ▲ You have read and understand these Terms (including the totality of the White Paper which forms an inseparable part of this document);
- ▲ You are aware of the Foundation’s business affairs and financial condition and have obtained sufficient information about the Foundation to reach an informed decision to purchase the Tokens;
- ▲ You will not be able to transfer Tokens until they have been unlocked by the Foundation;
- ▲ You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;
- ▲ You understand that the Tokens confer only the right to provide and receive Services in the Platform and confer no other rights of any form with respect to the Platform or the Foundation, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- ▲ You are not purchasing Tokens for any uses or purposes other than to provide or receive Services in the Platform, including, but not limited to, any investment, speculative or other financial purposes and you agree that, other than your use of the Tokens on the Platform, that you will not, directly or indirectly, transfer any Tokens into any Restricted Jurisdiction, or to or for the account or benefit of any resident of a Restricted Jurisdiction;
- ▲ Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- ▲ You are legally permitted to receive software and contribute to the Platform for the continued improvement of the Platform;
- ▲ You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, holding, redemption, sale, or transfer of the Tokens;
- ▲ If you are purchasing Tokens on behalf of any entity, such entity is not organized in, held for the benefit of, and the administrators, executors or trustees of such entity are not, residents (tax or otherwise) or citizens, of a Restricted or Sanctioned Jurisdiction and you are authorized to accept these Terms on such entity’s behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to “you” in these Terms refer to you and such entity, jointly);
- ▲ You are not a resident (tax or otherwise) or citizen of a Restricted or Sanctioned Jurisdiction, and you are not purchasing Tokens from a Restricted or Sanctioned Jurisdiction, nor will you use the Tokens to conduct or facilitate any transactions with persons or entities located in these Restricted or Sanctioned Jurisdictions;

- ▲ You agree to promptly provide to the Foundation or its nominee, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Foundation may request from time to time in connection with the Foundation's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti money laundering legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance;
- ▲ You understand and acknowledge that title to, and risk of loss of the Tokens you receive passes from the Foundation to you.
- ▲ You are at least 18 years old and are legally able to obtain and use the Tokens.
- ▲ You understand with regard to Tokens, that we make no guarantees that you will be able to resell Tokens, or as to its future value, and that no market liquidity may be guaranteed and that the value of Tokens over time may experience extreme volatility or depreciate in full;
- ▲ You, as an active member of the Foundation Platform, must maintain all records as to ownership amounts, correct address and physical location, location of wallets, participation efforts, and any and all other information necessary for the Foundation managers to maintain accurate records as to the ecosystem created for the Foundation, and to notify all associated parties with the Foundation community;
- ▲ You understand that you bear the sole responsibility for the ownership or use of the Tokens, the potential appreciation or depreciation in the value of the Tokens over time, the sale and purchase of the Tokens and/or any other action or transaction related to the Foundation application have tax implications; further, by creating, holding or using the Tokens, and to the extent permitted by law, you agree not to hold any third party (eg., developers, auditors, contractors, or founders) liable for any tax liability associated with or arising from the creation, ownership or use of the Tokens or any other action or transaction related to the Foundation platform;
- ▲ You are purchasing the Tokens primarily to participate in the Platform, being aware of the commercial risks associated with the Foundation application;
- ▲ You waive the right to participate in a class action lawsuit or a classwide arbitration against any entity or individual involved with the creation of the Tokens, as discussed more fully later in this document;
- ▲ You understand the creation of the Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- ▲ You understand that the transfer of Receivable Cryptoassets to the Platform, the creation of the Tokens and the maintenance of the Platform carry significant financial, regulatory and reputational risks as further set forth in the Terms;
- ▲ You understand that you have no right against any other party to request any refund of Receivable Cryptoassets submitted to the Platform for the exchange of the Tokens under any circumstance; and
- ▲ You agree not to allow anyone to use your Wallet or share your User Credentials with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If you do share your User Credentials with anyone we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Token Sale through the use of your User Credentials. We reserve the right to suspend or block your access to the Token Sale upon suspicion of any unauthorized access or use, or any attempted access or use, by anyone associated with your User Credentials.

Your Responsibilities

Security and Backup: You are responsible for properly configuring any software in connection with your access to, or use of, Tokens. Any Platform log-in credentials are for your private and personal use only and you may not sell, transfer, or sublicense them to any other person, including any other individual or entity, except that, if you are an entity, you may disclose your credentials to your employees, contractors or agents performing work on your behalf. You are responsible for any person's use of your credentials.

End User Violations: You will be deemed to have taken any action that you permit, assist or facilitate any person to take related to these Terms. You are responsible for any actions taken by anyone who

purchases Tokens from you (this person being referred to herein as an “End User”). You will ensure that any End User complies with your obligations in these Terms, including the restrictions on transfers as set forth in relevant Sections, and that the terms of your agreement with any End User are consistent with these Terms.

End User Support: You are responsible for providing customer service (if any) to any End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

Additional Representations And Warranties Regarding Export Controls And Sanctions Regulations

In connection with these Terms, you agree to comply strictly with all applicable import, re-import, export, and re-export control and sanctions laws, regulations, guidance and programs, including but not limited to all European Union and United Nations sanctions, the U.S. Export Administration Regulations (“EAR”) administered by the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”), the International Traffic in Arms Regulations administered by the U.S. Department of State’s Directorate of Defense Trade Controls (“DDTC”), and economic sanctions regulations administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”).

Without limiting the foregoing, by transacting in Tokens and accessing our Services you agree that you are not:

1. Purchasing Tokens or otherwise transacting in Tokens from within countries or regions comprehensively sanctioned by OFAC (currently, the Crimea region of Ukraine, Cuba, Iran, North Korea, and Syria);
2. Purchasing Tokens or otherwise transacting in Tokens on behalf of any governments or government instrumentalities comprehensively sanctioned by OFAC, wherever located;
3. An individual or entity, or acting on behalf of any individual or entity, identified on BIS’s Denied Persons, Unverified, or Entity Lists, or OFAC’s List of Specially Designated Nationals, Foreign Sanctions Evaders, or List of Consolidated Sanctions, or DDTC’s Debarred Parties List (collectively, “Restricted Parties”), nor an entity in which one or more Restricted Parties own in the aggregate, directly or indirectly, a 50 percent or greater interest; or
4. A citizen or resident of any geographic area in which access to or use of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.
5. A citizen or resident of any Restricted Jurisdiction.
6. A senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
7. By transacting in Tokens or accessing our Services you also agree that you will not use the Tokens or Services to conduct or facilitate any transactions with such persons described above. You agree that if your country of residence, status as a Restricted Party, or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Tokens and Services. If you are registering to use the Tokens on behalf of a legal entity, you further represent and warrant that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and that you are duly authorized by such legal entity to act on its behalf.
8. You agree that you are solely responsible for compliance related to your use of Tokens.

Additional Representations And Warranties Regarding Anti-Money Laundering & Anti-Bribery

By transacting in Tokens and accessing our Services, you agree that no payment or other transfer of value to the Foundation is or will be derived from, pledged for the benefit of, or related in any way to:

1. the government of any country designated by the European Union or the U.S. Secretary of State

- as a country supporting international terrorism;
2. the government of any country that has been designated by the European Union and by the U.S. Secretary of the Treasury as a non-cooperative country or designated as a money laundering; or
 3. directly or indirectly, any illegal activities.
 4. By transacting in Tokens and accessing our Services, you further agree that all payments or other transfer of value to the Foundation by you will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the European Union or the U.S. Department of Treasury pursuant to § 999(a)(3) of the Internal Revenue Code as in effect at the time of the payment or other transfer of value.

Proprietary Rights

Suggestions. If you provide any suggestions to us or our affiliates, we will own all right, title, and interest in and to those suggestions, even if you have designated the suggestions as confidential or proprietary. We and our affiliates will be entitled to use the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

Hardware and Software. Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the value of the Tokens in your Resulting Distribution) used by us or our affiliates.

Intellectual Property. We retain all right, title, and interest in all of our intellectual property (the “the Foundation IP”), including inventions, designs, discoveries, processes, marks, methods, compositions, formulae, techniques, knowhow, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon, and we retain all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future, as well as all applications, extensions and renewals in relation to such rights. You may not use any of the Foundation IP for any reason, except with our express, prior, written consent which may be revoked by us, and you are not entitled, for any purpose, to any of the Foundation IP. We shall at all times retain ownership, including all rights, title and interests in and to the Foundation IP, and you understand and accept that by contributing Receivable Cryptoassets in exchange of Tokens pursuant to these Terms, you shall not:

1. Acquire or otherwise be entitled to any the Foundation IP;
2. Make a claim in respect of any the Foundation IP or any other equivalent rights; or
3. Use, attempt to use, copy, imitate or modify (whether in whole or in part) any the Foundation IP, except with our prior written consent.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Foundation and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “the Foundation Parties”) from and against all actual and threatened claims, lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by the Foundation Parties or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively “Claims”) arising from or relating to (i) your acquisition or use of Tokens, (ii) the performance or non-performance of your responsibilities or obligations under these Terms, (iii) your breach or violation of these Terms, (iv) any

inaccuracy in any representation or warranty made by you, (v) your violation of any rights (including, but not limited to, intellectual property rights) of any other person or entity or (vi) any act or omission of yours that is negligent, unlawful, or constitutes willful misconduct. This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Parties under applicable law.

The Foundation reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Foundation.

Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE TOKENS (WHETHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT, ERROR-FREE, OR DEFECT-FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF CYBERTHREATS OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF, INCLUDING, BUT NOT LIMITED TO, CONVERSATIONS OF ANY KIND, WHETHER THROUGH ORAL OR ELECTRONIC COMMUNICATION.

WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE TOKENS IN YOUR RESULTING DISTRIBUTION.

YOU UNDERSTAND THAT TOKENS, DISTRIBUTED LEDGER TECHNOLOGY, THE ETHEREUM & GNOSIS PROTOCOL, AND ETHER ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS.

TRANSACTIONS USING DISTRIBUTED LEDGER TECHNOLOGY, SUCH AS THOSE INVOLVING THE PRESALE OR TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH PLATFORM VOLUME, COMPUTER FAILURE, DISTRIBUTED LEDGER FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, AND PLATFORM HACKING. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, RECEIVABLE CRYPTOASSETS, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT, OR HACK.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you. In such an event, the terms that are not enforceable in the relevant jurisdiction shall be severed from these Terms in accordance with subsequent Sections herein.

NOT AN OFFERING OR SOLICITATION

NEITHER THESE TERMS NOR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY CONSTITUTES A PROSPECTUS OR OFFERING DOCUMENT, AND IS NEITHER AN OFFER TO SELL NOR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION. THE TOKENS SHOULD NOT BE ACQUIRED FOR SPECULATIVE OR INVESTMENT PURPOSES WITH THE EXPECTATION OF MAKING A PROFIT ON IMMEDIATE OR FUTURE RESALE.

NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED ANY OF THE INFORMATION SET FORTH IN THESE TERMS OR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY. NO SUCH ACTION HAS BEEN OR WILL BE TAKEN UNDER THE LAWS, REGULATORY REQUIREMENTS, OR RULES OF ANY JURISDICTION.

Limitation Of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE FOUNDATION OR ANY OF THE FOUNDATION PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE, LOSS OF USE OR DATA, LOSS OR DEPLETION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

Release

To the fullest extent permitted by applicable law, you release the Foundation and the other the Foundation Parties from responsibility, liability, claims, losses, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any and all rights which you may have, as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE FOUNDATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims court or seeks injunction or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Foundation (i) waive your and the Foundation's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court and (ii) waive your and the Foundation's respective rights to a jury trial. Instead, you and the Foundation will arbitrate Disputes

through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Classwide Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Foundation and will be resolved solely through individual arbitration and will not be brought as a classwide arbitration, class action or any other type of representative proceeding. There will be no classwide arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Foundation shall be sent by e-mail to the Foundation at support@arcadia.global. Notice to you shall be by email to the then-current email address in your the Foundation account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute and (iii) the specific relief that you are seeking. If you and the Foundation cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Foundation may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in this Section, file a claim in court.

Process. Any arbitration will occur in private channels. Arbitration will be conducted confidentially by a single arbitrator in accordance with internationally accepted rules of Arbitration.

Authority of Arbitrator. The arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Severability of Dispute Resolution and Arbitration Provisions. If any term, clause, or provision in this Section is held invalid or unenforceable, it will be held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in this Section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

Governing Law And Venue

After completion of the Foundation's establishment objective, these Terms will be governed by and construed and enforced in accordance with the laws of the Cayman Islands, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms that is not subject to arbitration will be resolved and filed only in the courts of the Cayman Islands. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms. The committee might change the selection of this venue, at their sole discretion, only before committing to its incorporation, and updating any of these terms accordingly.

Severability

If any term, clause, or provision of these Terms is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from these Terms without

affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in these Terms, which will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to effect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms, but the rest of these Terms will remain in full force and effect.

Modifications To The Terms

We may modify these Terms and the Platform Terms and Policies at any time by, at our option, posting a revised version on the Foundation Site, other channel we make available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Foundation Site and other channels regularly for modifications. Your continued use of Tokens or the Platform after any modification become effective constitutes your acceptance of the modification. Please contact us by email at support@arcadia.global if you do not accept any modifications. We last modified these Terms on the date listed at the end of these Terms.

Miscellaneous

Confidentiality and Publicity. You may use the Foundation Confidential Information (as defined below) only in connection with your purchase of Tokens and pursuant to the terms of these Terms. You will not disclose the Foundation Confidential Information during or after the Token Sale, including the Presale Period. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the Foundation Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your purchase of Tokens. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse or contribute to you or your business endeavors) or express or imply any relationship or affiliation between us and you or any other person.

“the Foundation Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners and our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. the Foundation Confidential Information includes: (a) nonpublic information relating to our or our affiliates’ or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. the Foundation Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this agreement; (ii) can be shown conclusively by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or can be shown conclusively by documentation to have been independently developed by you without reference to the Foundation Confidential Information.

Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including accidents, flood, fire, earthquake, explosion, storm, or other elements of nature, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in distributed ledger technology, changes in the Ethereum & Gnosis or Platform protocols or any other force, event or condition outside of our control.

Independent Contractors. We and you are independent contractors, and neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

No Partnership or Joint Venture. Nothing in these Terms shall be deemed to create any form of partnership, joint venture, or any similar relationship between you and the Foundation and/or other individuals or entities involved with the development, deployment, and maintenance of the Platform and/or the Foundation Parties and/or the Platform.

No Third Party Beneficiaries. These Terms do not create any third party beneficiary rights in any person except for any of our affiliates or licensors as provided in these Terms.

Notices

To you: We may provide any notice to you, at our option, under these Terms by: (A) posting a notice on the Foundation Site or (B) sending an email to the email address then associated with your account. Notices we provide by posting on the Foundation Site will be effective upon posting, and notices we provide by email, if any, will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

To us: To give us notice under these Terms, you must contact the Foundation by email to support@arcadia.global. We may update this email address for notices to us by posting a notice on the Foundation Site or sending an email to you. Notices to us will be effective when received by us.

Language: All communications and notices to be made or given pursuant to these Terms must be in the English language.

Assignment: You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this Section will be void. We may assign these Terms or any of its provisions without your consent. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

No Waivers: The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

Entire Agreement: These Terms set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes, replaces, and extinguishes any and all prior or contemporaneous disclosures, discussions, understandings, agreements, draft agreements, arrangements, warranties, statements, assurances, representations, and undertakings of any nature made by, or on behalf of the parties, whether oral or written, public or private, in relation to the subject matter herein.

SCHEDULE 1 RISK DISCLOSURES

Risks Connected To The Value Of PAXX Tokens

Rights, Functionality or Features: The PAXX Tokens (Tokens) may only have the rights, uses, purpose, attributes, functionalities or features, on the Platform or within the Protocol as described in any communication form or medium. The Foundation Parties do not guarantee that the Tokens have any rights, uses, purpose, attributes, functionalities or features.

Lack of Development of Market for the Tokens: Because there has been no prior public trading market for the Tokens, the Token Sale may not result in an active or liquid market for the Tokens, and their price may be highly volatile. Even if the Tokens are tradeable in a secondary market, in practice, there may not be enough active buyers and sellers, or the bid-ask spreads may be too wide. The Token holders may not be able to exit their token holdings easily. In the worst-case scenario where no secondary market develops, a Token holder may not be able to liquidate his/her Token holdings at all. The exchanges or platforms that facilitate secondary trading of the Tokens may not be regulated by any applicable laws.

Risks Relating to Highly Speculative Traded Price: The valuation of digital tokens in a secondary market is usually not transparent, and highly speculative. The Tokens do not hold any ownership rights to the Foundation's assets and, therefore, are not backed by any tangible asset. Traded price of the Tokens can fluctuate greatly within a short period of time. There is a high risk that a token holder could lose his/her entire payment amount. In the worst-case scenario, the Tokens could be rendered worthless.

The Tokens May Have No Value: The Tokens may have no value and there is no guarantee or representation of liquidity for the Tokens. the Foundation is not and shall not be responsible for or liable for the market value of the Tokens, the transferability and/or liquidity of the Tokens and/or the availability of any market for the Tokens through third parties or otherwise.

The Tokens are Non-Refundable: The Foundation is not obliged to provide the token holders with a refund related to the Tokens for any reason, and the token holders will not receive money or other compensation in lieu of the refund. No promises of future performance or price are or will be made in respect to the Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Tokens will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the private law of the token holder.

Blockchain And Software Risks

Blockchain Delay Risk: On the Ethereum & Gnosis blockchains, timing of block production is determined by proof of work so block production can occur at random times. For example, the cryptocurrency transferred in the final seconds of a distribution period during the Token Presale or the Token Sale may not get included for that period. Buyer acknowledges and understands that the Ethereum & Gnosis blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive the Tokens in this regard.

Blockchain Congestion Risk: The Bitcoin and Ethereum & Gnosis blockchains are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the respective network in an attempt to gain an advantage in purchasing cryptographic tokens. Buyer acknowledges and understands that Bitcoin or Ethereum & Gnosis block producers may not include Buyer's transaction when Buyer wants, or Buyer's transaction may not be included at all.

Risk of Software Weaknesses: The concept of token smart contract which creates the mechanism of creation and distribution of the Tokens ("Tokens Smart Contracts"), the underlying software application and software platform (i.e. the Ethereum & Gnosis blockchain) are still in an early development stage and unproven. There is no representation and warranty that the process for managing the Tokens will be uninterrupted or error-free. There is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the cryptocurrency and/or the Tokens.

Risk of New Technology: The Platform, the Protocol, the Tokens and all of the matters set forth in this project are new and untested. The Platform, the Protocol and the Tokens might not be capable of completion, creation, implementation or adoption. It is possible that no blockchain utilizing any future Platform or the Protocol will be launched. Even if the Platform and the Protocol are completed, implemented and adopted, it might not function as intended, and any Tokens may not have functionality

that is desirable or valuable. Also, technology is changing rapidly, so the Platform, the Protocol and the Tokens may become outdated.

Security Risks

Risk of Loss of Private Keys: The Tokens purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private keys associated with such Buyer's digital wallet or vault storing the Tokens will result in loss of such Tokens, access to Buyer's token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private keys, including by gaining access to login credentials of a hosted wallet or vault service the buyer uses, may be able to misappropriate the Buyer's Tokens. The Foundation, members or any related parties are not responsible for any such losses.

Lack of the Tokens Security: The Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Tokens Smart Contracts or the Tokens in a variety of ways, including, but not limited to, malware attacks, spear phishing attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum & Gnosis platform rests on open source software, there is the risk that Ethereum & Gnosis smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the Tokens or result in the loss of the Tokens, the loss of ability to access or control the Tokens. In the event of such a software bug or weakness, there may be no remedy and holders of the Tokens are not guaranteed any remedy, refund or compensation.

Risk of Ethereum & Gnosis Mining Attacks: The blockchains used for the Tokens Smart Contracts are susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Tokens Smart Contracts, expected proper execution and sequencing of the Tokens transactions, and expected proper execution and sequencing of contract computations.

Failure to Map a Public Key to Buyer's Account: Failure of buyer of the Tokens to map a public key to such buyer's account may result in third parties being unable to recognize buyer's Tokens balance on the Ethereum & Gnosis blockchain when and if they configure the initial balances of a new blockchain based upon the Platform and the Protocol.

Risk of Incompatible Wallet Service: The wallet or wallet service provider used for the acquisition and storage of the Tokens has to be technically compatible with the Tokens. The failure to assure this may have the result that buyer of the Tokens will not gain access to his Tokens.

Risks Relating To The Project Development

Risk Related to Reliance on Third Parties: The Project may rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of might have a material adverse effect on the Project.

Dependence of the Project on Senior Management Team: The ability of the Project team which is responsible for maintaining competitive position of the Project is dependent to a large degree on the services of a respective senior management team. The loss or diminution in the services of members of respective senior management team or an inability to attract, retain and maintain additional senior management personnel could have a material adverse effect on the Project. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this situation affects the ability to retain its existing senior management and attract additional qualified senior management personnel, which could have an adverse impact on the Project.

Dependence of the Project on Various Factors: The development of the Project may be abandoned for a number of reasons, including lack of interest from the public, lack of further funding beyond the initial funds received withing the exercise of the Staging DAO, lack of commercial success or prospects.

Changes to the Project: The Project is still under development and may undergo changes over time. Although the Foundation Parties intend for the Project to have the features and specifications set forth in this Whitepaper, changes to such features and specifications can be made for any number of reasons, any of which may mean that the Project does not meet expectations of buyer of the Tokens.

Risk Associated with Other Applications: The Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the Tokens will have no intrinsic utility and value.

Risks Arising In Course Of The Foundation Parties' Business

Risk of Conflicts of Interest: Any of the Foundation Parties may be engaged in transactions with related parties, including respective majority shareholder, companies controlled by him or in which he owns an interest, and other affiliates, and may continue to do so in the future. Conflicts of interest may arise between any of the Foundation Party's affiliates and respective the Foundation Party, potentially resulting in the conclusion of transactions on terms not determined by market forces.

Governmental Risks

Uncertain Regulatory Framework: The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the Tokens in various ways, including, for example, through a determination that the tokens are regulated financial instruments that require registration. the Foundation may cease the distribution of the tokens, the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

Failure to Obtain, Maintain or Renew Licenses and Permits: There may be various statutory requirements obliging the Foundation to receive licenses and permits necessary for carrying out of its activity in different jurisdictions, there is the risk that new statutory requirements may be adopted in the future and may relate to any of the Foundation Parties. Requirements which may be imposed by these authorities and which may require any of the Foundation Party to comply with numerous standards, recruit qualified personnel, maintain necessary technical equipment and quality control systems, monitor our operations, maintain appropriate filings and, upon request, submit appropriate information to the licensing authorities, may be costly and time-consuming and may result in delays in the commencement or continuation of operation of the Project.

Risk of Burdensomeness of Applicable Laws, Regulations, and Standards: Failure to comply with existing laws and regulations or the findings of government inspections or increased governmental regulation of the Foundation Parties operations, could result in substantial additional compliance costs or various sanctions, which could materially adversely affect the Foundation Parties business and the Project. the Foundation Parties operations and properties may be subject to regulation by various government entities and agencies, in connection with ongoing compliance with existing laws, regulations and standards. Any the Foundation Party's failure to comply with existing laws and regulations or the findings of government inspections may result in the imposition of fines or penalties or more severe sanctions or in requirements that respective the Foundation Party cease certain of its business activities.

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