

Terms of use

These Terms of Use (hereinafter referred to as the “Terms of Use”, “Terms” or “Agreement”) form a legally binding agreement between the User (hereinafter referred to as “You”, or “User”) and Stockenn LLC, a company incorporated under the laws of Wyoming, USA, with Filing ID: 2025-001728021, having its legal and business address at 30 N Gould St #47571, Sheridan, WY 82801 (hereinafter referred to as the “Company”, “Stockenn”, “We”, “Us”, or the “Operator”).

Welcome to Stockenn - an investment platform that enables Users to participate in tokenized real estate projects through the purchase of digital tokens representing shares in a DAO LLC.

By accessing or using the Platform and its services (the “Services”), You confirm that You have read, understood, and agreed to be legally bound by these Terms, as well as by our **Privacy Policy, Anti-Money Laundering and Counter-Terrorist Financing Policy, Cookies Policy, Risk Disclosure** and any other applicable guidelines, policies, or documents referenced herein or otherwise communicated to You during onboarding or in the course of Your use of the Services.

IMPORTANT NOTICE: The Company is not a bank, investment firm, or financial institution. The Platform does not provide investment advice, portfolio management, or asset custody services. All investments are made directly by You, and all transactions are conducted through technical modules, smart contracts, or third-party payment integrations. The Company acts solely as an operator of the Platform’s technical infrastructure and is not responsible for any investment results or guarantees of profit.

If You do not agree with these Terms or any of their provisions, You must immediately cease using the Platform and refrain from accessing or engaging with the Services.

If You have any questions regarding these Terms, please contact Us at: support@stockenn.com.

1. DEFINITIONS

For the purposes of these Terms of Use, the following capitalized terms shall have the meanings set forth below. Words in the singular shall include the plural and vice versa, and references to gender shall include all genders, unless the context otherwise requires.

- 1.1. “**Account**” - the unique user profile created on the Platform by registering via email, social login, or crypto wallet connection, which enables the User to access and use the Services.

- 1.2. **“Agreement”** or **“Terms”** - these Terms of Use, together with all policies, guidelines, annexes, schedules, and documents incorporated herein by reference, as may be amended from time to time.
- 1.3. **“Anti-Money Laundering and Counter-Terrorist Financing Policy (AML Notice)”** - the internal policy of the Company adopted in accordance with applicable laws and regulations, establishing procedures for KYC, due diligence, monitoring, and reporting obligations.
- 1.4. **“Company”, “We”, “Us”, or “Operator”** - Stockenn LLC, being the legal entity operating and maintaining the Platform and providing technical access to the Services.
- 1.5. **“DAO LLC”** - a decentralized autonomous organization established in the form of a limited liability company under the laws of the State of Wyoming, United States of America, which acts as the issuer of the DAO Tokens and as the corporate vehicle for governance and profit distribution.
- 1.6. **“Dividends”** - periodic distributions in stablecoins (such as USDC) to Users holding DAO Tokens, executed through automated on-chain or off-chain mechanisms, representing their pro rata entitlement to profits generated from real estate or other investment projects.
- 1.7. **“Governance Documentation”** - the set of rules, guidelines, and procedures governing the rights and responsibilities of Users in relation to voting, quorum, and community decision-making, including the DAO Charter, Governance Policy, the Operating Agreement of the DAO LLC, or any similar documents adopted by the DAO LLC.
- 1.8. **“User”, or “You”** - any natural or legal person accessing the Platform, creating an Account or connecting a crypto wallet, purchasing or holding DAO Tokens, or otherwise using the Services provided by the Company.
- 1.9. **“Token Sale Agreement”** - a legally binding agreement entered into electronically (via DocuSign or another approved method), which may be concluded either:
 - 1.9.1. between the Company and the User, in the case of a primary purchase of DAO Tokens; or
 - 1.9.2. between an existing User wishing to sell and another User wishing to buy, in the case of a permitted secondary transfer of DAO Tokens through the mechanisms expressly provided by the Platform and the Token Sale Rules.

Such Token Purchase Agreement sets out the terms of participation, rights, and obligations with respect to the acquisition and holding of DAO Tokens. DAO Tokens shall only be obtained on the basis of a valid Token Purchase Agreement.

- 1.10. **DAO Tokens** - cryptographic tokens issued by the DAO LLC and recorded on a blockchain, which are obtained exclusively on the basis of a valid Token Purchase

Agreement and only through the mechanisms expressly provided by the Platform and the Token Sale Rules. DAO Tokens represent the User's participation rights in the DAO LLC, including entitlement to income distributions (Dividends) from assets directly or indirectly owned by the DAO, as further detailed in Section 10. Any transfers or disposals of DAO Tokens outside the Platform or not in accordance with the Token Sale Rules shall not be recognized by the DAO LLC or the Company.

- 1.11. **"KYC" (Know Your Customer)** - the identity verification procedure required from Users, including the submission of personal or corporate documentation, to ensure compliance with AML/CTF laws and regulations.
- 1.12. **"Personal Data"** - any information relating to an identified or identifiable natural person, processed by the Company in accordance with the Privacy Policy and applicable data protection laws, including the General Data Protection Regulation (GDPR).
- 1.13. **"Platform"** - the Stockenn online platform, accessible at <https://stockenn.com>, including its modules, interfaces, APIs, and smart contracts, through which the Services are provided.
- 1.14. **"Privacy Policy"** - the document adopted by the Company that sets out how Personal Data is collected, processed, stored, and protected in accordance with applicable data protection laws.
- 1.15. **"Rewards"** - a general term referring to any form of benefit, distribution, or payout (including Dividends) made to Users holding DAO Tokens.
- 1.16. **"Smart Contract"** - a piece of code deployed on a blockchain network, used by the Platform to execute, enforce, and automate certain transactions, including but not limited to Token transfers, dividend distribution, and governance votes.
- 1.17. **"Support"** - the assistance services provided by the Company, including newsletters, Discord community channels, FAQs, and direct contact through the designated communication methods.
- 1.18. **"Wallet"** - an external, non-custodial digital wallet controlled exclusively by the User, used for storing, receiving, and transferring DAO Tokens and Dividends. The Company does not create, provide, maintain, or have access to such Wallets, does not control private keys or seed phrases, and bears no custody responsibilities in relation to them.

2. SUBJECT OF THE AGREEMENT

- 2.1. The purpose of these Terms is to establish the legal framework governing the access to and use of the Platform and the Services by the User. The Platform is designed to facilitate participation in tokenized real estate and other investment projects through the issuance, purchase, holding, trading, and governance of DAO Tokens.

- 2.2. Under this Agreement, the Company undertakes to provide the User with technical access to the Platform, including but not limited to the following Services:
- 2.2.1. onboarding and registration, including Account creation or wallet connection;
 - 2.2.2. purchase of DAO Tokens via supported payment methods (fiat or cryptocurrency), subject to KYC/AML verification and signature of the Investment Agreement;
 - 2.2.3. providing the technical interface to initiate the execution of smart contracts for the automatic distribution of Dividends directly from the DAO LLC to the Token Holders. In this process, the Company acts solely as a technical initiator and does not take custody of the Dividend funds at any point;
 - 2.2.4. participation in governance processes of the DAO LLC, in accordance with the Governance Documentation;
 - 2.2.5. access to transaction history, newsletters, and support channels.
- 2.3. The User acknowledges and agrees that the Company acts solely as the operator of the Platform's technical infrastructure. The Company is not a bank, investment firm, financial institution, or custodian, and does not:
- 2.3.1. provide investment advice, portfolio management, or fiduciary services;
 - 2.3.2. guarantee any profits, returns, or liquidity with respect to DAO Tokens;
 - 2.3.3. hold or control Userfunds or private keys.
- 2.4. All transactions on the Platform are executed either directly by the User or through automated Smart Contracts deployed on the blockchain. The User remains solely responsible for the security of their Wallet, private keys, and compliance with applicable laws of their jurisdiction.
- 2.5. By entering into this Agreement, the User obtains a limited, non-exclusive, revocable, and non-transferable right to use the Platform and its Services in accordance with these Terms.

3. ACCEPTANCE OF THE TERMS

- 3.1. By accessing, registering on, or otherwise using the Platform and the Services, You acknowledge that You have read, understood, and agreed to be legally bound by these Terms, together with the Privacy Policy, AML/CTF Policy, Cookies Policy, Risk Disclosure, and any other policies or guidelines incorporated herein by reference.
- 3.2. Acceptance of these Terms occurs at the moment when You:
- 3.2.1. create an Account on the Platform or connect a Wallet;

- 3.2.2. mark the relevant checkbox confirming agreement with these Terms during onboarding;
- 3.2.3. access or use any of the Services provided by the Platform, including but not limited to Token purchase, participation in governance, or use of the Secondary Market.
- 3.3. If You do not agree with these Terms or any of their provisions, You must immediately discontinue use of the Platform and refrain from accessing or engaging with the Services.
- 3.4. By accepting these Terms, You confirm and warrant that:
 - 3.4.1. You are at least 18 years old (or the minimum age of legal capacity in Your jurisdiction);
 - 3.4.2. You have full legal capacity and authority to enter into this Agreement;
 - 3.4.3. Your use of the Platform is not prohibited or restricted by the laws of the country or territory of Your residence;
 - 3.4.4. You will comply with all applicable laws and regulations when using the Services.
- 3.5. The Company reserves the right to amend or update these Terms at any time. Any changes will become effective upon publication on the Platform, unless stated otherwise. Continued use of the Platform after such amendments constitutes Your acceptance of the updated Terms.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Rights of the User

The User shall have the right to:

- 4.1.1. Access and use the Platform and its Services in accordance with these Terms;
- 4.1.2. Register an Account or connect a Wallet and participate in DAO Token purchases, subject to compliance with KYC/AML requirements;
- 4.1.3. Receive Dividends and other Rewards, if and when declared by the DAO LLC, proportionally to the number of Dao Tokens held;
- 4.1.4. Participate in governance and exercise voting rights, in accordance with the Governance Documentation;
- 4.1.5. Receive timely information, newsletters, and reports related to their investments, as provided by the Company;

- 4.1.6. Contact the Company's support team and receive reasonable assistance regarding the use of the Platform;
- 4.1.7. Withdraw from the use of the Services at any time, subject to the procedures described in these Terms.

4.2. Obligations of the User

The User agrees and undertakes to:

- 4.2.1. Provide accurate, complete, and up-to-date information during registration and KYC procedures, and promptly update such information if changes occur;
- 4.2.2. Comply with all applicable laws, including anti-money laundering, counter-terrorist financing, anti-corruption, tax, and securities regulations;
- 4.2.3. Maintain exclusive control over their Wallet, private keys, and any authentication credentials, and take all necessary security measures to prevent unauthorized access;
- 4.2.4. Use the Platform solely for lawful purposes and refrain from using it for any Prohibited Activities (as defined herein);
- 4.2.5. Bear all risks associated with the purchase, holding, trading, and transfer of DAO Tokens, including risks of price volatility, liquidity, and technological failures;
- 4.2.6. Refrain from attempting to hack, reverse-engineer, disrupt, or otherwise interfere with the functionality of the Platform or Smart Contracts;
- 4.2.7. Promptly notify the Company of any unauthorized use of their Account or Wallet in connection with the Platform.

4.3. Rights of the Company

The Company shall have the right to:

- 4.3.1. Manage, develop, and update the Platform, including temporary suspension of Services for technical maintenance, upgrades, or security reasons;
- 4.3.2. Request from the User any documents or information necessary to comply with KYC/AML and other regulatory requirements;
- 4.3.3. Refuse, suspend, or terminate the User's access to the Platform in case of suspected fraud, illegal activity, breach of these Terms, or upon regulatory request;
- 4.3.4. Amend, modify, or discontinue any part of the Services, provided that reasonable notice is given to Users when required by law;

- 4.3.5. Collect, process, and store Personal Data of Users strictly in accordance with the Privacy Policy and applicable data protection laws;
- 4.3.6. Communicate with Users via newsletters, e-mails, or community channels regarding project updates, dividends, and governance matters.

4.4. Obligations of the Company

The Company undertakes to:

- 4.4.1. Provide Users with technical access to the Platform and ensure its functioning in a secure, transparent, and efficient manner;
- 4.4.2. Implement reasonable technical and organizational measures to protect the integrity and security of the Platform, including Smart Contracts and payment integrations;
- 4.4.3. Ensure that KYC/AML and due diligence procedures are conducted in accordance with applicable law and best industry standards;
- 4.4.4. Facilitate, through technical modules of the Platform, the distribution of Dividends if and when declared by the DAO LLC, based on accurate records and proportionally to DAO Token holdings;
- 4.4.5. Maintain up-to-date Governance Documentation and ensure that Users have access to the voting mechanisms provided by the Platform;
- 4.4.6. Provide timely and clear communication regarding changes to these Terms, policies, or Services;
- 4.4.7. Handle User inquiries and support requests within a reasonable timeframe and in good faith;
- 4.4.8. Keep records of transactions, governance votes, and dividend distributions for a period of five (5) years, or longer if required by applicable law.

4.5. Limitations

- 4.5.1. The Company is not obliged to guarantee liquidity of the DAO Tokens, the profitability of investments, or the success of any project promoted on the Platform.
- 4.5.2. The Company is not responsible for any losses resulting from:
 - 4.5.2.1. User's negligence in safeguarding Wallets or private keys;
 - 4.5.2.2. blockchain malfunctions, delays, or failures outside the Company's control;

4.5.2.3. legal restrictions in the User's country of residence.

5. ACCOUNT REGISTRATION AND SECURITY

5.1. Account Creation

5.1.1. In order to access and use certain Services, the User is required to register an Account on the Platform.

5.1.2. Account registration may be carried out via:

5.1.2.1. social login (Google, Discord, X/Twitter, Facebook and/or other supported providers, functioning as an account abstraction); or

5.1.2.2. direct crypto wallet connection.

5.1.3. By creating an Account, the User confirms acceptance of these Terms, the Privacy Policy, and all related policies referenced herein.

5.2. Identity Verification

5.2.1. The Company may require Users to undergo KYC/AML procedures before granting access to certain Services, including DAO Token purchases or dividend distributions.

5.2.2. The User undertakes to provide accurate, complete, and current information and documents for verification purposes.

5.2.3. The Company reserves the right to suspend or terminate access to the Platform in case of incomplete, inaccurate, or misleading information provided by the User.

5.3. Account Credentials and Security

5.3.1. The User is solely responsible for maintaining the confidentiality of their Account credentials (login, password, social login, or wallet connection details).

5.3.2. The User must not share their Account credentials with third parties or allow unauthorized persons to access the Account.

5.3.3. The User acknowledges that all transactions and actions carried out through their Account or Wallet are deemed valid and authorized.

5.4. Wallet Security

5.4.1. If the User connects a Wallet to the Platform, they remain solely responsible for safeguarding their private keys, seed phrases, and related credentials.

5.4.2. The Company does not store, control, or have access to private keys or Wallet credentials, and cannot recover them if lost.

5.4.3. Any losses or damages resulting from compromised Wallet security shall be borne exclusively by the User.

5.5. Notifications and Obligations of the User

5.5.1. The User must immediately notify the Company of any unauthorized access, suspected security breach, or loss of credentials associated with their Account.

5.5.2. The User agrees to cooperate with the Company in investigating and mitigating any unauthorized use of their Account.

5.6. Suspension and Termination

5.6.1. The Company reserves the right to suspend, restrict, or terminate an Account if:

5.6.1.1. the User is suspected of engaging in Prohibited Activities;

5.6.1.2. the User fails to complete or update KYC/AML requirements;

5.6.1.3. the Account is compromised or used in an unauthorized manner; or

5.6.1.4. regulatory authorities require such action.

5.6.2. In case of termination, any DAO Tokens already purchased by the User shall remain accessible through their Wallet, subject to compliance with applicable law and these Terms.

6. COMPLIANCE AND VERIFICATION

6.1. By using the Platform, You acknowledge and agree that the Company complies with all applicable laws and regulations on anti-money laundering ("AML"), counter-terrorist financing ("CTF"), and sanctions, and You undertake to cooperate with the Company in ensuring compliance.

6.2. The Company may require You to complete Know Your Customer ("KYC") procedures before granting access to certain Services, including but not limited to DAO Token purchases or the receipt of Dividends. For this purpose, You may be requested to provide:

6.2.1. Your full name, date of birth, nationality, and residential address;

6.2.2. A valid government-issued identification document (passport, ID card, or equivalent);

6.2.3. Proof of residential address (utility bill, bank statement, or equivalent);

- 6.2.4. Information on the source of funds or wealth;
- 6.2.5. In case of legal entities: corporate documents, ownership structure, and details of ultimate beneficial owners.
- 6.3. You undertake to provide accurate, complete, and up-to-date information and documents for verification purposes, and to promptly inform the Company of any changes to such information.
- 6.4. The Company may carry out ongoing monitoring of Your transactions to ensure compliance with applicable laws. You acknowledge and agree that Your transactions may be subject to analysis and, if required, reporting to competent authorities.
- 6.5. By accepting these Terms, You represent and warrant that:
 - 6.5.1. You are not a person or entity subject to sanctions administered by the United Nations, the European Union, the United States, or any other relevant authority;
 - 6.5.2. You are not a resident or citizen of a jurisdiction where the use of the Platform is prohibited;
 - 6.5.3. You are not acting on behalf of, or for the benefit of, any person or entity falling under the categories above.
- 6.6. The Company may be legally required to report suspicious activities or transactions to competent authorities without prior notice to You. By using the Platform, You authorize the Company to collect, process, and disclose such information as required by applicable law.
- 6.7. If You fail to comply with the requirements of this Section, the Company may, at its sole discretion:
 - 6.7.1. suspend or terminate Your Account;
 - 6.7.2. refuse to provide You with access to the Services;
 - 6.7.3. report Your activities to the relevant authorities;
 - 6.7.4. hold You liable under applicable law.
- 6.8. The Company shall not be liable for any losses or damages suffered by You as a result of actions taken in good faith to comply with applicable AML/CTF obligations.

7. PAYMENTS, FEES AND TAXES

- 7.1. By purchasing DAO Tokens, You agree to pay all applicable amounts in accordance with the payment instructions provided on the Platform. Payments shall be made in cryptocurrency, and any additional payment methods (if and when supported) will be

clearly displayed in the relevant payment interface of the Platform at the time of the transaction.

- 7.2. All payments made by You are final and non-refundable, unless otherwise expressly provided in these Terms or required by applicable law. The Company shall not be liable for any errors in payment details provided by You, or for delays caused by banks, payment providers, or blockchain network congestion.
- 7.3. The Company may charge fees for the use of certain Services, including but not limited to Token purchases, secondary market trading, or transaction processing. The applicable fees shall be disclosed to You on the Platform prior to completing any transaction.
- 7.4. You acknowledge and agree that network fees are outside the control of the Company and are payable by You in addition to any fees charged by the Company.
- 7.5. All fees are exclusive of any applicable value added tax (VAT), sales tax, or similar indirect taxes, unless expressly stated otherwise. If applicable, such taxes shall be added to the fees and payable by You in accordance with applicable law.
- 7.6. You are solely responsible for determining, reporting, and paying any taxes, duties, or other governmental levies that may apply to Your purchase, holding, trading, or sale of DAO Tokens, including income tax, capital gains tax, or similar obligations in Your jurisdiction of residence. The Company does not provide tax advice and shall bear no responsibility for Your compliance with tax obligations.
- 7.7. The Company reserves the right to withhold or deduct taxes from any payments, Rewards, or Dividends made to You, if and to the extent required by applicable law or by order of a competent authority.
- 7.8. In the event of any dispute regarding fees or payments, the records of the Company shall be deemed conclusive, unless proven otherwise by clear evidence.

8. REFUNDS AND CANCELLATIONS

- 8.1. By purchasing DAO Tokens through the Platform, You acknowledge and agree that all transactions are final, binding, and irreversible once completed, unless otherwise expressly provided in these Terms or required by applicable law.
- 8.2. The Company does not provide refunds or allow cancellations of DAO Token purchases after payment has been successfully made and confirmed, regardless of whether Tokens have already been allocated to Your Wallet.
- 8.3. In case of technical errors, duplicate transactions, or other exceptional circumstances, You may submit a refund request by contacting the Company's support team. The

Company shall review such requests on a case-by-case basis and may, at its sole discretion, approve or deny the request.

- 8.4. Refunds, if approved, shall be processed using the same payment method originally used for the transaction, unless otherwise agreed between You and the Company.
- 8.5. The Company shall not be responsible for any delays, losses, or additional costs arising from payment provider processing times, banking procedures, or blockchain network congestion related to refund transactions.
- 8.6. If a refund is granted, the Company may deduct from the refund amount any applicable transaction costs, payment provider fees, or blockchain network fees incurred during the processing of the original payment and the refund.
- 8.7. You acknowledge and agree that completion of KYC/AML verification is a mandatory precondition for purchasing DAO Tokens. Users who fail to pass or complete KYC/AML verification will not be permitted to proceed with a DAO Token purchase.
- 8.8. The Company reserves the right to cancel or suspend any transaction or Token allocation if it suspects fraud, illegal activity, violation of these Terms, or upon the request of competent regulatory authorities.

9. PROHIBITED ACTIVITIES

- 9.1. By using the Platform, You agree that You shall not engage in any activity that violates these Terms, applicable laws, or the rights of the Company or other Users. Use of the Platform is strictly prohibited in Restricted Jurisdictions (as defined below).
- 9.2. Without limitation, You are strictly prohibited from engaging in the following activities:
 - 9.2.1. Illegal Activities - using the Platform for any unlawful purpose, including but not limited to fraud, money laundering, terrorist financing, corruption, or other criminal conduct.
 - 9.2.2. Sanctions Violations - accessing or using the Platform from jurisdictions, or on behalf of persons or entities, subject to international sanctions.
 - 9.2.3. Restricted Jurisdictions - the use of the Platform is strictly prohibited in the following cases:
 - 9.2.4. United States - by residents or citizens of the United States, due to applicable securities and regulatory restrictions.
 - 9.2.5. Sanctioned Countries - by residents or citizens of jurisdictions subject to comprehensive international sanctions or trade restrictions, including but not limited to: Iran, North Korea, Cuba, Syria, Belarus, Russia, or any other country or territory designated under applicable sanctions regimes.

- 9.2.6. False Information - providing inaccurate, incomplete, or misleading information during registration, KYC/AML verification, or at any other time.
 - 9.2.7. Unauthorized Access - attempting to gain unauthorized access to the Platform, Accounts, Wallets, or systems, including through hacking, phishing, or exploiting vulnerabilities.
 - 9.2.8. Disruption of Services - interfering with the normal operation of the Platform, including through denial-of-service attacks, automated bots, or malicious code.
 - 9.2.9. Misuse of Tokens - using DAO Tokens for purposes other than those intended by the DAO LLC, including attempts to reclassify, misrepresent, or disguise their nature.
 - 9.2.10. Circumvention of Rules - attempting to bypass, disable, or tamper with KYC/AML procedures, smart contracts, security measures, or trading restrictions.
 - 9.2.11. Unlicensed Activities - using the Platform to conduct financial, investment, or brokerage activities that require a license or authorization under applicable law.
 - 9.2.12. Market Manipulation - engaging in wash trading, spoofing, layering, front-running, or any other form of price manipulation in connection with DAO Tokens.
 - 9.2.13. Intellectual Property Infringement - using the Platform in a manner that infringes the intellectual property rights of the Company or third parties.
 - 9.2.14. Abuse of Support Services - sending abusive, threatening, or misleading communications to the Company's staff or misusing customer support channels.
 - 9.2.15. Off-Platform Token Transfers - reselling, transferring, or otherwise disposing of DAO Tokens outside the official Platform (including any unofficial secondary markets). Any DAO Tokens acquired outside the Platform will not be recognized by the Company, and the Company will not onboard, verify, or provide Services to Users presenting such Tokens.
- 9.3. The Company reserves the right, at its sole discretion, to investigate suspected violations of this Section and take appropriate measures, which may include:
- 9.3.1. suspension or termination of Your Account;
 - 9.3.2. freezing or cancellation of pending transactions;
 - 9.3.3. refusal of access to Services;
 - 9.3.4. reporting of suspected illegal activity to competent authorities.

- 9.4. You acknowledge and agree that engaging in Prohibited Activities may expose You to civil, administrative, or criminal liability under applicable laws, and the Company shall not be held liable for any damages resulting from Your misconduct.

10. DAO TOKENS AND DIVIDENDS

- 10.1. The Platform enables Users to acquire and hold DAO Tokens, which constitute membership interests or shares in the DAO LLC and/or in entities directly or indirectly owned by the DAO LLC that hold real estate or other income-generating assets. DAO Tokens represent corporate rights attached to such membership interests.
- 10.2. DAO Tokens are issued and sold strictly in accordance with the Token Sale Rules and the Token Purchase Agreement. These documents govern the conditions, eligibility requirements, and restrictions applicable to Users, and form an integral part of these Terms by reference.
- 10.3. Holders of DAO Tokens are entitled to receive distributions (Dividends) pro rata to the number of DAO Tokens they hold, representing their share of income generated from the real estate or other underlying assets held by the DAO LLC or its subsidiaries. All distributions shall be subject to completion of KYC/AML procedures, compliance with applicable law, and the rules set out in the Token Sale Rules.
- 10.4. DAO Tokens may only be purchased, held, and transferred through the official Platform in accordance with the Token Sale Rules. Any resale, transfer, or acquisition of DAO Tokens outside the Platform shall not be valid or recognized by the DAO LLC or the Company. The Company will not onboard, verify, or provide Services to Users presenting DAO Tokens acquired off-platform.
- 10.5. The issuance, subscription, transfer, and distribution mechanics of DAO Tokens, including eligibility restrictions (e.g., exclusion of U.S. Persons and residents of Restricted Jurisdictions), are governed in detail by the Token Sale Rules, which form an integral part of these Terms.
- 10.6. All income derived from real estate or other assets held by the DAO LLC or its subsidiaries shall be allocated for distribution to DAO Token holders, proportionally to their holdings, after deduction of applicable taxes, expenses, and operational costs, in accordance with the Token Sale Rules.
- 10.7. The Company and the Platform act solely as technical facilitators and do not guarantee any profitability, liquidity, or return on investment. Participation in DAO Tokens carries risks as described in the Token Sale Rules and the Risk Disclosure, which the User confirms having read and understood.

11. INTELLECTUAL PROPERTY

- 11.1. All rights, title, and interest in and to the Platform, including but not limited to its design, layout, text, content, graphics, logos, trademarks, trade names, service marks, software, source code, databases, smart contracts, and any other intellectual property (collectively, the “IP Rights”), are owned by the Company or its licensors and are protected by applicable copyright, trademark, and intellectual property laws.
- 11.2. By accessing and using the Platform, You are granted a limited, non-exclusive, non-transferable, and revocable license to use the Platform and Services strictly in accordance with these Terms. This license does not grant You any ownership rights or interest in the IP Rights.
- 11.3. You shall not, without the prior written consent of the Company:
- 11.3.1. copy, reproduce, modify, adapt, translate, or create derivative works of any part of the Platform or its content;
 - 11.3.2. distribute, license, sell, transfer, publicly display, transmit, or otherwise exploit the Platform or its content for commercial purposes not expressly permitted by these Terms;
 - 11.3.3. reverse engineer, decompile, disassemble, or attempt to derive the source code of any software or smart contracts forming part of the Platform;
 - 11.3.4. remove, obscure, or alter any copyright, trademark, or proprietary rights notices contained on or within the Platform.
- 11.4. The Company respects the intellectual property rights of others. If You believe that any content on the Platform infringes Your intellectual property rights, You must notify the Company at legal@stockenn.com with sufficient details for verification and appropriate action.
- 11.5. Nothing in these Terms shall be construed as granting any license or right to use any trademark, logo, or trade name displayed on the Platform without the express written permission of the Company or the respective rights holder.

12. PRIVACY AND DATA PROTECTION

- 12.1. The collection and processing of Personal Data in connection with the Platform are governed by the Company’s Privacy Policy available at app.stockenn.com, which forms an integral part of these Terms and is incorporated herein by reference. By using the Platform, You confirm that You have read and accept the Privacy Policy.

- 12.2. For the purposes set out in the Privacy Policy (including onboarding, KYC/CDD and Enhanced Due Diligence (EDD) checks, payment/settlement support via third-party providers (if applicable), security, communications, and compliance with legal obligations), the Company may collect and process Your Personal Data in accordance with applicable data protection laws (including the GDPR). The Privacy Policy explains what data is collected, legal bases, retention, international transfers, Your rights, and how to contact the Company regarding privacy matters.
- 12.3. Where the Privacy Policy requires consent (e.g., non-essential cookies or direct marketing), the Platform will obtain Your consent and provide mechanisms to withdraw it at any time as described in the Privacy Policy.
- 12.4. The Company may disclose Personal Data to service providers and regulated third parties (e.g., KYC/AML vendors, payment processors) and to competent authorities where required by law, strictly as detailed in the Privacy Policy. The Company does not create, provide, or control Users' Wallets and does not have access to private keys or seed phrases.
- 12.5. The Platform is not intended for persons under 18. Additional information on children's data, security measures, incident response, and international transfers is set out in the Privacy Policy.

13. SUSPENSION AND TERMINATION

- 13.1. The Company reserves the right, at its sole discretion, to suspend, restrict, or terminate Your access to the Platform or Services, in whole or in part, without prior notice, if:
- 13.1.1. You breach these Terms, the Privacy Policy, the Token Sale Rules, or any other applicable policy;
 - 13.1.2. You fail to complete, or maintain valid, KYC/AML verification;
 - 13.1.3. You are suspected of engaging in fraud, illegal activity, or Prohibited Activities;
 - 13.1.4. Your Account or Wallet has been compromised or used in an unauthorized manner;
 - 13.1.5. You become subject to international sanctions, restrictions, or regulatory prohibitions;
 - 13.1.6. competent authorities require suspension or termination of Your access.
- 13.2. During suspension, You may be prevented from accessing Your Account, using Services, or conducting transactions until the issue is resolved.
- 13.3. In case of termination:
- 13.3.1. Your Account shall be permanently disabled;

- 13.3.2. access to the Platform and Services shall be revoked;
 - 13.3.3. any Tokens already allocated to Your Wallet shall remain accessible, subject to compliance with applicable law and these Terms;
 - 13.3.4. the Company shall not be liable for any damages, losses, or costs resulting from such termination.
- 13.4. You may terminate Your Account at any time by submitting a written request to the Company. Termination does not affect the validity of prior transactions or obligations incurred before the termination date.
- 13.5. The Company shall not be responsible for any loss of data, transaction history, or information resulting from suspension or termination of Your Account. It is Your responsibility to ensure that You retain copies of relevant records.
- 13.6. The Company may, in its sole discretion, reinstate suspended Accounts upon satisfactory resolution of the underlying cause.

14. DISCLAIMERS AND LIMITATION OF LIABILITY

- 14.1. The Company, the DAO, and the Platform Operator do not provide investment, financial, legal, or tax advice. Any information available on the Platform (including forecasts, projections, or indicative yields) is for informational purposes only and shall not be construed as advice or a guarantee of performance. You are solely responsible for seeking independent professional advice before making any investment decisions.
- 14.2. DAO Tokens represent equity-like rights in the DAO structure, as set out in Section 10 and the Token Sale Rules. They entitle holders to participate pro rata in income distributions derived from the real estate assets directly or indirectly owned by the DAO. Such distributions depend entirely on the actual performance of the underlying assets and the decisions of the DAO in accordance with its governance and corporate documents. The Company makes no guarantee of any minimum return, liquidity, dividend amount, or timing of distributions. m return, liquidity, dividend amount, or timing of distributions.
- 14.3. The Platform and Services are provided on an “as is” and “as available” basis. The Company does not warrant that the Platform will be uninterrupted, error-free, or secure at all times. Blockchain transactions are irreversible, and the Company has no control over delays, network congestion, or failures of third-party providers.
- 14.4. DAO Tokens are not registered securities. Their legal status may change, and regulatory authorities may impose new requirements, restrictions, or prohibitions that affect Your rights or the operation of the Platform. You are responsible for ensuring compliance with the laws of Your jurisdiction.

- 14.5. To the maximum extent permitted by applicable law, the Company, the DAO, the Platform Operator, and their respective officers, directors, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including lost profits, lost revenue, loss of business opportunities, or reputational damage) arising out of or in connection with Your use of the Platform, purchase or holding of DAO Tokens, or reliance on any information provided.
- 14.6. In no event shall the aggregate liability of the Company, the DAO, and the Platform Operator for any claims, losses, or damages exceed the total amount of fees paid by You to the Company during the twelve (12) months preceding the event giving rise to the claim.
- 14.7. You acknowledge and agree that You bear full responsibility for:
- 14.7.1. safeguarding Your Account and Wallet credentials;
 - 14.7.2. ensuring the security of Your devices and internet connection;
 - 14.7.3. compliance with applicable laws and regulations, including tax obligations;
 - 14.7.4. assessing and accepting the risks of participating in Token purchases and holding Tokens.
- 14.8. Nothing in these Terms shall exclude or limit liability where such exclusion or limitation is prohibited by applicable law (e.g., liability for fraud, gross negligence, or willful misconduct).
- 14.9. You acknowledge and understand that the use of the Platform and related services involves inherent risks that may result in financial loss or disruption of access. The specific risks related to the acquisition and holding of DAO Tokens are described separately in the Token Sale Rules, which form an integral part of the legal documentation of the Platform.
- 14.9.1. Without limiting the generality of the foregoing, You expressly acknowledge the following Platform-related risks:
- 14.9.1.1. **Technological Risks.** The Platform operates on blockchain technology that may be subject to vulnerabilities, coding errors, cyberattacks, network congestion, or system failures. Transactions may be delayed, lost, or rendered irreversible due to network conditions beyond the Company's control.
 - 14.9.1.2. **Operational Risks.** Interruptions, updates, or maintenance of the Platform, as well as failures of third-party service providers (e.g., hosting, payment, or blockchain infrastructure), may temporarily limit or suspend access to Your account or digital assets.

14.9.1.3. Regulatory and Legal Risks. The legal and regulatory framework governing blockchain technology and decentralized platforms is evolving. Changes in applicable laws, enforcement actions, or new regulatory requirements may affect the availability or functionality of the Platform.

14.9.1.4. Data and Security Risks. Despite the implementation of security measures, no system is entirely immune from unauthorized access, phishing, data loss, or other malicious activity. Users are responsible for safeguarding their wallet credentials, private keys, and login data.

14.9.1.5. Market and External Dependencies. The operation and sustainability of the Platform depend on factors beyond the Company's control, including global market trends, blockchain network costs (e.g., gas fees), and overall ecosystem stability. safeguarding Your Account and Wallet credentials;

By accessing and using the Platform, you confirm that you have read, understood, and accepted these risks, and that you use the Platform voluntarily and at your own risk.

15. FORCE MAJEURE

15.1. The Company shall not be held liable or deemed in breach of these Terms for any failure or delay in performance caused by events, circumstances, or causes beyond its reasonable control ("Force Majeure Events").

15.2. Force Majeure Events include, but are not limited to:

15.2.1. natural disasters, fires, floods, earthquakes, storms, or other acts of God;

15.2.2. wars, hostilities, armed conflicts, terrorism, riots, or civil unrest;

15.2.3. strikes, labor disputes, or industrial actions;

15.2.4. government actions, embargoes, or regulatory restrictions;

15.2.5. epidemics, pandemics, or public health emergencies;

15.2.6. failures or disruptions of telecommunications, internet services, blockchain networks, payment systems, or power supply;

15.2.7. cyberattacks, hacking, malware, or other security incidents affecting the Platform or third-party providers.

15.3. During a Force Majeure Event, the obligations of the Company shall be suspended for the duration of the event, and the Company shall use reasonable efforts to mitigate the effects and resume performance as soon as practicable.

- 15.4. If a Force Majeure Event continues for a period exceeding sixty (60) consecutive days, either Party may terminate these Terms by written notice, without liability, except for obligations incurred before the occurrence of the event.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. These Terms, the Platform, and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without regard to its conflict of law rules.
- 16.2. Any dispute, controversy, or claim arising out of or relating to these Terms, the Platform, or the Services (including their validity, interpretation, performance, or termination) shall be subject to the exclusive jurisdiction of the state and federal courts located in Wyoming, USA. By accepting these Terms, You agree to submit to the personal jurisdiction of such courts and waive any objections on the grounds of venue or forum non conveniens.
- 16.3. To the extent permitted by law, You and the Company agree that any dispute shall be brought on an individual basis only and not as a plaintiff or class member in any purported class, collective, or representative proceeding. You expressly waive any right to participate in a class action or class arbitration.
- 16.4. Before initiating formal proceedings, the Parties shall make reasonable, good faith efforts to resolve the dispute informally. If the dispute is not resolved within thirty (30) days, either Party may proceed with litigation in accordance with Clause 16.2.

17. MISCELLANEOUS

- 17.1. These Terms, together with the Privacy Policy, Token Sale Rules, Cookies Policy, and any other documents incorporated herein by reference, constitute the entire agreement between You and the Company regarding the use of the Platform and supersede all prior or contemporaneous understandings, agreements, or representations.
- 17.2. If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. The remaining provisions shall remain in full force and effect.
- 17.3. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision, unless expressly stated in writing.
- 17.4. You may not assign, transfer, or delegate any of Your rights or obligations under these Terms without the prior written consent of the Company. The Company may assign or

transfer its rights and obligations under these Terms, in whole or in part, without restriction.

- 17.5. Section headings in these Terms are for convenience only and shall not affect their interpretation.
- 17.6. These Terms are drafted in English. In case of translations into other languages, the English version shall prevail in case of inconsistencies.
- 17.7. All official notices, communications, or requests under these Terms shall be made in writing and delivered via the Platform, email, or to the Company's registered address as indicated herein.

18. CONTACT INFORMATION

If you have any questions, concerns, or requests regarding these Terms or the operation of the Platform, you may contact us at support@stockenn.com.