

DGTEnergy

Terms of Service

Terms governing access to the DGTEnergy website, DApp, and DGT3 utility-token participation, including eligibility, protocol access, compliance controls, smart-contract use, and jurisdictional limitations.

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Terms of Service	V01.01.00	2026-03-22

These Terms govern access to DGTEnergy platform interfaces and participation in DGT3-related protocol functionality under a utility token framework.

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SECTION 1

Acceptance of Terms

By accessing the DGTEnergy website, decentralized application (DApp), or interacting with the DGT3 token, you acknowledge that you have read, understood, and agreed to these Terms of Service, and that you are entering into a legally binding agreement with DGTEnergy.

If you do not agree with these Terms, you must not access or use the platform.

SECTION 2

Operational Structure & Incorporation

DGTEnergy is currently operated by its founders during its formation phase.

A Swiss operating entity is intended to be incorporated following the completion of the whitelist phase. Upon incorporation, all operational, contractual, and governance responsibilities will be transferred to the Swiss entity.

UNTIL SUCH INCORPORATION:

- The platform operates in formation status
- No equity rights are created
- No corporate ownership is granted to participants
- DGT3 utility mechanics remain unaffected

No expectation of incorporation, timeline, or jurisdictional structure should be relied upon by participants.

Upon incorporation, updated Terms reflecting the Swiss entity will be published.

SECTION 3

Eligibility

BY ACCESSING OR USING THE PLATFORM, YOU REPRESENT AND WARRANT THAT:

- You are at least 18 years old
- You have full legal capacity to enter into binding agreements
- You are not subject to sanctions or located in a restricted jurisdiction
- Your participation complies with all applicable local laws and regulations

Eligibility may be continuously assessed and may change over time based on compliance requirements.

DGTEnergy reserves the right to restrict, suspend, or deny access based on jurisdictional, regulatory, or compliance considerations.

SECTION 4

Nature of DGT3

DGT3 is a utility token designed to enable access to participation mechanisms within the DGTEnergy protocol.

DGT3 DOES NOT REPRESENT:

- Equity ownership
- Debt obligation
- Profit-sharing rights
- Dividend entitlement
- Investment contract

Holding DGT3 does not grant ownership or control over DGTEnergy or any affiliated entity.

Participants acknowledge that DGT3 must not be interpreted as any form of financial instrument under any circumstances.

SECTION 5

No Investment Relationship

NOTHING WITHIN DGTEENERGY CONSTITUTES:

- An offer of securities
- A solicitation for investment
- An investment contract
- A collective investment scheme

Participation in DGT3 is voluntary and at the sole discretion and risk of the user.

No fiduciary, advisory, agency, or asset management relationship is created between DGTEnergy and any participant.

SECTION 6

Platform Access

ACCESS TO THE PLATFORM MAY REQUIRE:

- Wallet connection
- Identity verification (KYC), depending on thresholds defined by compliance policies
- Acceptance of additional disclosures

Access to the platform or specific functionalities may be restricted, suspended, or terminated at any time for legal, regulatory, compliance, or operational reasons, without prior notice.

SECTION 7

Token Distribution & Pricing

DGT3 distribution follows predefined phases governed by deterministic rules enforced exclusively by smart contracts.

All pricing, allocation, and execution logic is enforced on-chain without discretionary intervention.

DGTEnergy does not guarantee token liquidity, market availability, or future market value.

SECTION 8

Risk Acknowledgment

You acknowledge and accept the Risk Disclosure document in its entirety, and confirm that your participation is based solely on your independent assessment.

You understand that participation in the protocol involves significant risks, including but not limited to the possibility of total capital loss, absence of distribution, or ineligibility within protocol cycles.

SECTION 9

Smart Contract and Technical Risks

The DGTEnergy protocol operates through immutable, non-upgradeable smart contracts executing deterministic logic without discretionary control.

DGTEnergy makes no representation or warranty regarding the accuracy, reliability, security, or uninterrupted operation of the protocol or its underlying infrastructure.

YOU ACKNOWLEDGE THAT USE OF THE PROTOCOL INVOLVES INHERENT TECHNICAL AND OPERATIONAL RISKS, INCLUDING BUT NOT LIMITED TO:

- Smart contract vulnerabilities
- Blockchain network failures or congestion
- Irreversible transactions
- Wallet or interface failures
- Integration issues with third-party systems

Use of the protocol is entirely at your own risk.

SECTION 10

Capital Program Separation

ANY CORPORATE CAPITAL INSTRUMENTS INTRODUCED UNDER THE DGT CAPITAL PROGRAM:

- Are separate from DGT3
- Are governed by independent contractual agreements
- Do not arise automatically from DGT3 ownership

Participation in DGT3 does not create any entitlement, preference, economic linkage, or access to any capital instrument.

SECTION 11

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DGTEENERGY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM:

- Financial loss or loss of capital
- Absence of distribution or protocol output
- Ineligibility within protocol cycles
- Deterministic protocol execution
- Smart contract behavior
- Regulatory or jurisdictional restrictions
- Loss of data or access
- Indirect, incidental, or consequential damages

Your use of the platform is at your sole risk.

SECTION 12

Indemnification

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DGTEENERGY AND ITS AFFILIATES, CONTRIBUTORS, AND OPERATORS FROM ANY CLAIMS, DAMAGES, LIABILITIES, OR EXPENSES ARISING FROM:

- Misuse of the platform
- Violation of applicable laws or regulations
- Breach of these Terms

SECTION 13

Regulatory Changes

Digital asset regulations may evolve and may impact the protocol or your ability to access it.

DGTEENERGY RESERVES THE RIGHT TO:

- Restrict or terminate access
- Modify participation mechanisms
- Enforce additional compliance requirements

DGTEnergy is under no obligation to notify users of such changes prior to their implementation.

SECTION 14

Jurisdictional Restrictions

Access to the DGTEnergy protocol may not be lawful in all jurisdictions.

You are solely responsible for ensuring that your use of the platform complies with applicable laws in your jurisdiction.

DGTEnergy does not represent or warrant that the platform is accessible, appropriate, or compliant in any specific jurisdiction.

Access may be restricted, denied, or revoked at any time based on jurisdictional or compliance considerations.

SECTION 15

User Interpretation

YOU ACKNOWLEDGE THAT DGT3 AND THE DGTEENERGY PROTOCOL MUST NOT BE INTERPRETED AS:

- An investment
- A yield-generating mechanism
- A passive income structure
- A financial product

Any interpretation inconsistent with the protocol's defined utility nature is made independently by the user and does not reflect the protocol's structure.

You agree not to rely on any material, communication, or interface output as a basis for financial decision-making.

SECTION 16

Amendments

DGTEnergy may update these Terms at any time.

It is your responsibility to review the Terms periodically.

Continued use of the platform constitutes acceptance of any updated Terms.

SECTION 17

Governing Law

Switzerland (intended jurisdiction of incorporation), to the extent applicable under the current formation status.

This governing law clause becomes fully effective upon formal incorporation of the DGTEnergy Swiss operating entity.