

DelNorte Token (DTV) Terms, DelNorte Club Membership Token (DTVC) Terms and Conditions

Last Updated: [May, 11, 2025]

These DelNorte Token Membership Terms and Conditions (the "**Terms**") govern your acquisition and use of DelNorte's membership tokens and related services. By acquiring, holding, or using a **DTVC** or **DTV** token or otherwise participating in the DelNorte platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to any part of these Terms, do not acquire or use the tokens or platform services.

1. Definitions

For purposes of these Terms, the following definitions apply:

- **"DelNorte," "Company," "we," "us," or "our"** refers to DelNorte Holdings, S.A. El Salvador, Truviewchain Inc, a Panama entity (receiving payment for the membership service) and its affiliates that are providing tokens or platform services. Del Norte Holdings, Delaware is also included in this definition.
- **"Platform"** refers to the DelNorte Terra Vision platform, website, applications, and services through which tokenized property data and related services are offered.
- **"DTVC"** refers to the provisional DelNorte Terra Vision membership token. DTVC tokens grant membership rights in the DelNorte ecosystem immediately upon acquisition, even prior to user registration.
- **"DTVX"** refers to the provisional DelNorte Terra Vision early purchaser token. DTVX allows early purchasers, having purchased over 12 months to register and swap for DTV with short cliff periods. DTVX will likely not be issued in favor of DTVC for early purchasers.
- **"DTV"** refers to the DelNorte Terra Vision token, which is the native ERC-20 utility token of the DelNorte platform. DTV may be obtained by eligible holders of DTVC through a regulated swap process under Regulation S.
- **"Member" or "Token Holder"** refers to an individual or entity holding DTVC or DTV tokens and thereby participating in the DelNorte membership program.

- **"Services"** means any services, features, or functionalities provided by DelNorte to token holders, including access to tokenized documents, property data verification systems, governance participation, or any other offerings.
- **"You"** or **"User"** refers to any person or entity who acquires or holds DTVC, DTVX or DTV tokens or uses any Services.
- **"Non-Restricted"** refers to individuals who are not citizens, residents, or otherwise legally tied to the United States or jurisdictions with comprehensive crypto-restrictions including, but not limited to, China, North Korea, Iran, Cuba, Syria, Afghanistan, Bolivia, Bangladesh, Algeria, Nepal, and Morocco; At least 18 years of age (or the age of majority in their jurisdiction, whichever is higher); Not subject to sanctions or restrictions under applicable Anti-Money Laundering (AML), Combating the Financing of Terrorism (CFT), or other relevant laws or regulations; Not located or ordinarily resident in any jurisdiction where cryptocurrencies or related digital tokens are banned or prohibited by local law or regulatory directives.

Any other capitalized terms used in these Terms may be defined in the context of their use. Section headings and summaries are for convenience only and shall not affect the interpretation of these Terms.

All tokens described herein are to be issued or have been issued by the Panama or El Salvador entities under the Del Norte definition with oversight from but not direct emission by the US entity. Our position is that any finding to the contrary would create a situation for which we remain compliant with all US regulations according to the rules of engagement set forth herein this document.

1.1 Initial Disclaimer and Warning

Wrapping of any of the DTV, DTVC or DTVX tokens is unauthorized and strictly forbidden. Any tokens made known to us to have been wrapped will cause the whitelisted (registered) user of the DTV associated with all addresses in the wrapped token to become permanently restricted (locked) to the best of our ability while the creators of such wrappers will be prosecuted to the full extent of the law. Any DEX pair not expressly created by us that we become aware of will be immediately made known to those advertising such DEX as unauthorized. As such no end user of any wrapped token will be able to enjoy any trading of DTV anywhere.

1.2 Participant Groups

Early Supporters (Tranche A): Individuals and entities who signed SAFT (Simple Agreement for Future Tokens) contracts prior to the token generation event. These parties did not hold DTV for at least a one year period after purchase — they received a contractual right (IOU) to receive DTV subject to regulatory compliance. In accordance with SEC guidance, all Tranche A participants must complete full Know Your Customer (KYC) checks and, for U.S. persons, verify accredited investor status before token release. This will be facilitated through 1) Providing a special token, DTVX (or DTVC) to all early purchasers around the time the DTV token contract is deployed. 2) Participants attempting to swap DTVX (or DTVC) into the DTV release schedule will be rejected until they register. After registration, DTVX/DTVC swaps will add DTV release schedules with 3 month cliffs for each DTVX (or pre-designated DTVC swapper). ReleaseManager will have special cliffs for early purchaser SAFT beneficiaries only. All claims will grant DTV according to the release schedule, 10% per month after 3 months of entering the schedule. The registration process confirms accredited US investor status or non-US residence in accordance with Reg. 506(c) rule D and Reg. S.

New Members (Tranche B / DTVC): Non-Restricted users purchasing DTVC membership tokens via a public DEX launchpad (“Members”) or through direct purchase are granted immediate membership to the development platform guaranteeing the ability to login at least once and at most for a one year timeframe. Eligible Members may swap their tokens to a DTV release schedule at some point in the future under the framework of Regulation S of the U.S. Securities Act of 1933. DTVC tokens confer immediate membership upon acquisition. However, registration to confirm your non-US residence or accredited US status is mandatory to be eligible to swap DTVC for to a DTV release schedule. Such a swap may immediately revoke or continue membership rights in the developer platform at the discretion of DelNorte. US swappers will receive a 12 month cliff in accordance with REG. D. of the same U.S. Securities Act of 1933 while NON-US residence, a 2 month cliff.

1.3 Registration Requirement for DTVC eligibility for swap to DTV Release schedule.

To swap DTVC club tokens to DTV utility token, registration is mandatory as a non-US or accredited US citizen. A minimum of 6000 DTVC (approximately \$300 purchase) is required for registration either through a third party registration portal we have yet to engage or via a completely internal registration mechanism yet to be created by DelNorte. Conversely, a minimum of 6000 DTV for unregistered DTV holders is required to register. No DTV can be held without registration except if manually granted by executive override under rule 701 such as for team members or for non-compensatory purposes such as providing liquidity on an exchange and for others who may have prequalified with manual registration in line with REG D and REG S. The registration process includes formal KYC verification to confirm jurisdictional eligibility and identity. If the registration portal is unavailable within 180 days from purchase, token holders may contact Del Norte directly for manual verification, which includes a live video call, presenting a government-issued ID, and proof of non-U.S. residency.

Unregistered or restricted jurisdiction users (including Chinese residents) will not be eligible to swap DTVC tokens into DTV tokens. DTVC tokens held by restricted individuals will remain as non-transferable membership tokens only.

DelNorte reserves the right to invalidate the ability for swapping to DTV of any and all unregistered addresses after 12 months of any registration method becoming available if holders do not complete the necessary verification steps in any such registration process DelNorte makes available.

2. Membership Structure and Token Terms

2.1 Immediate Membership via DTVC:

The DTVC token serves as a membership token that grants you immediate membership to Del Norte's private developer platform (dev.delnorte.io or demo.delnorte.io) upon acquisition. Your rights therein are to observe our development and interact with the platform depending on your membership level based on how many DTVC tokens you hold as receipt for membership. The membership access is to dev.delnorte.io utilizing the DataCloudos platform under exclusive license under government services to DelNorte. See the explainer video:

First be aware that any reference to DTV as mentioned in the video is old information and should be recognized to mean DTVC. https://x.com/delnorte_io/status/1915852704397644095 (subject to change) for more information. (6305 views before the release of this link.)

Holding DTVC confers membership status even if you have not completed any registration process. As a member, you may be entitled to certain community privileges, early access to platform features, and participation in the DelNorte DAO governance (if and when established), subject to these Terms. **DTVC tokens do not need formal account registration to activate membership status.** By design, DTVC enables broad and inclusive initial participation in the DelNorte community.

2.2 DTVC to DTV Swap (Regulation S and D Eligibility):

DTVC token holders may have the opportunity to swap their DTVC tokens for DTV tokens, which are the fully functional utility tokens of the platform, **provided they meet eligibility requirements. Registration and verification as a non-U.S. resident (a "non-U.S. Person") or accredited US person for any such swap.** The swap will be conducted in compliance with Regulation S under the U.S. Securities Act of 1933, as amended, meaning it is available only to persons who are not "U.S. Persons" and are acquiring the tokens in an offshore transaction. By seeking to swap DTVC for DTV, you represent and warrant that you are not a U.S. Person, you are participating in the swap from outside the United States, and you will comply with all requirements of Regulation S and other applicable laws. **DelNorte will require you to complete a registration and KYC/AML verification process to confirm your non-U.S. status before approving any DTVC-to-DTV swap.**

2.3 Nature of Tokens – No Equity or Profit Rights:

DTVC provides platform access. DTV provides planned functional privileges within the DelNorte platform, such as access to property document verification services, discounts on platform fees, ability to earn rewards by verifying owner NFTs legitimacy at the municipal level and possibly participation in governance voting. **These tokens are not stocks, securities, or instruments of ownership in any company.** Holding DTVC or DTV does **not** represent an ownership stake in DelNorte, DelNorte's assets, or any real property; nor does it entitle the holder to any dividends, profit-sharing, or other distribution of corporate earnings. Membership tokens confer **only the rights and benefits expressly set forth in these Terms and on the Platform**, and no other rights (legal, financial, or otherwise) are granted or implied.

2.4 Restricted Distribution:

DTVC tokens are offered publicly in a membership context. No general transferability is currently planned. Future limited transferability of DTVC tokens, will be restricted solely to Non-Restricted individuals under strict conditions defined and authorized exclusively by DelNorte under SEC regulations, the compliance of which is hard-coded into the smart contracts governing their distribution. DTVC tokens have not been registered under U.S. securities laws or any other jurisdiction and are issued under exemptions restricting public trading. Any future availability or exchange listings of DTVC tokens will comply fully with applicable laws and occur solely through DelNorte-approved channels. DelNorte provides no assurance that DTVC tokens will ever be listed or publicly tradable.

2.5 Transfer Restrictions on DTVC:

DTVC is a non-transferable token except under strictly controlled conditions. You may not sell, transfer, or otherwise dispose of DTVC tokens to any other party except as explicitly allowed by DelNorte in compliance with applicable laws. The only permitted transfers of DTVC are those:

- Between approved non-U.S. Persons on whitelisted, non-restricted exchanges or platforms that have been authorized by DelNorte. Any such platform must implement robust KYC (Know Your Customer) and AML (Anti-Money Laundering) procedures to ensure that only eligible, verified, Non-Restricted users can transact in DTVC.
- That occur after obtaining DelNorte's prior written consent, which may be conditioned on additional verification or legal requirements.
- Via a swap to DTV from within our network, after registration under REG S or REG D to a compliant release schedule of DTV.

No public forum will be provided or endorsed by DelNorte for any US person to engage in trading of DTVC for any reason whatsoever. Registered accredited US purchasers of DTVC will be restricted to using the membership service and swapping to DTV being provided a DTV release schedule with a 12-month cliff before being able to trade.

Any attempted transfer of DTVC outside of these approved channels is **void and prohibited**. DTVC tokens are intended for use **solely within the DelNorte ecosystem** and should not be regarded or used as a freely tradeable asset except as permitted by Regulation S of U.S. securities regulation for non-U.S. residents. Specifically, no U.S. resident may attempt to trade or sell DTVC.

2.6 DTV Utility and Use:

DTV, once acquired through a compliant release, will serve as the utility token on the DelNorte Platform. DTV is planned to be used for various functions and services within the ecosystem that may include:

- Paying fees for accessing tokenized property documents or government-linked data-exchange services on the platform;
- Receiving discounts when used for platform transactions instead of Del Norte having to purchase them on your behalf;
- Participating in governance by voting on proposals related to platform features or community initiatives (to the extent such governance features are implemented for token holders);
- Staking DTV (see Section 3.4) to support network functions and earn rewards for performing processor-intense property owner verification actions, if such programs become available.

All uses of DTV within the platform are subject to these Terms, any additional guidelines on the Platform, and any smart contract rules that govern such transactions.

2.7 No Guarantee of Token Value or Liquidity:

DelNorte does not guarantee any specific value, valuation, or liquidity for DTVC club tokens or DTV tokens. The value of these tokens, if any, may fluctuate significantly over time due to market forces or may not be readily realizable at all. **Membership is intended for those who wish to use the DelNorte platform and participate in the community, not for speculative investment purposes.** You acknowledge that **you should not acquire DTVC or DTV with any expectation of profit** derived from the efforts of others, and that any potential value or use of the tokens is inherently subject to risk and uncertainty.

3. Eligibility and Use Restrictions

3.1 Eligible Members:

By acquiring or holding DTVC, DTVX or DTV tokens or otherwise using the Platform, you represent and warrant that you meet all of the following eligibility criteria:

- **Legal Age and Capacity:** You are at least 18 years old (or the age of majority in your jurisdiction, if higher) and have the legal capacity to enter into contracts. If you are acquiring tokens on behalf of an entity, you have authority to bind the entity to these Terms.
- **Non-U.S. Person for Token Swap:** You understand that **DTV tokens are offered under Regulation S, Regulation D and related exemptions** and therefore you are **not a U.S. Person** (which includes U.S. citizens or residents, and legal entities organized or with a principal place of business in the United States) at the time of any acquisition of DTV or you are otherwise an accredited U.S. investor paying for or having paid for tokens at least 12 months in advance of being able to trade them. If you are a U.S. person, you are not eligible to acquire DTV at anytime except as provided for in a genuine swap to a release schedule which may restrict your receipt of such tokens for 12 months or more, and you agree not to engage in any activity that would result in a violation of U.S. securities laws.
- **Compliance with KYC/AML:** You agree to comply with any identity verification, background checks, or other KYC/AML procedures that DelNorte may require. You will provide accurate and truthful information and documents during the registration and verification processes. You are not on any trade embargo or sanctions list (such as lists maintained by the United States Office of Foreign Assets Control (OFAC) or similar authorities in other jurisdictions).
- **Legality in Your Jurisdiction:** Your acquisition and holding of DTVC or DTV and your use of the Platform is legal in your jurisdiction. You are not a citizen or resident of any country where cryptocurrency, utility tokens, or participation in token offerings is prohibited or requires special registration or licensing that you have not obtained. It is your responsibility to ensure compliance with all laws and regulations applicable to you.
- **No Restricted Persons:** You are not located in, under the control of, or a national or resident of any country to which the United States, the United Kingdom, the European Union or any member of the European Union, or the United Nations has embargoed goods or services of the same type as the Platform (including but not limited to countries identified on any sanctions list such as the OFAC sanctions list). You are not identified on any list of prohibited or restricted parties by such authorities.
- **Sophistication and Risk Acceptance:** You have sufficient knowledge, experience, and understanding of blockchain, digital assets, and the DelNorte token system to understand the risks involved (as further described in Section 9 below). You have conducted your own investigation of the DelNorte platform and tokens and are not relying solely on any single source of information or any oral statements possibly made by any DelNorte representative.

If you do not meet **all** of these criteria, you must not acquire tokens or use the Platform. DelNorte may refuse to issue tokens, allow swaps, or provide Services to any person at our discretion, particularly if we believe you do not meet the eligibility requirements or your participation could violate laws or regulations.

3.2 Member Account and Security:

While holding DTVC confers membership without an account, certain Platform features (such as initiating a DTVC-to-DTV swap, accessing restricted services, or participating in governance votes) may require you to create an account or provide additional information. You agree to provide accurate, current, and complete information when creating any account or providing information to DelNorte, and to promptly update such information if it changes. **You are responsible for maintaining the security of any wallet, account credentials, private keys, or other authentication methods associated with your tokens or Platform access.**

DelNorte will **never** ask you for your private keys or seed phrases; you should not share them with anyone. We are not responsible for any loss or compromise of your tokens or personal data due to your failure to secure your own accounts or devices.

3.3 Prohibited Uses:

You agree that you will not engage in any unlawful or improper use of the Platform, tokens, or any related services. Prohibited activities include, without limitation:

- **Violation of Law:** Using the tokens or Platform in any manner that violates any applicable law, regulation, or court order, including securities laws, anti-money laundering laws, tax laws, and data privacy laws.
- **Fraudulent or Deceptive Acts:** Engaging in fraud, misrepresentation, or any other deceptive conduct in relation to the tokens (for example, using someone else's identity to pass KYC, or attempting to sell fake tokens).
- **Circumventing Restrictions:** Attempting to circumvent the transfer restrictions on DTVC, DTVX or the eligibility requirements for DTV. This includes trying to transfer DTVC or DTVX to unapproved parties, using strawmen or intermediaries to indirectly transfer tokens to U.S. Persons, or any scheme to evade regulatory compliance.
- **Security Breaches:** Attempting to interfere with or compromise the security, integrity, or performance of the Platform or the underlying blockchain networks. This includes introducing viruses or harmful code, attempting to hack or gain unauthorized access to any accounts, wallets, or systems, or conducting denial-of-service attacks.
- **Abusive Behavior:** Using the Platform to engage in any form of harassment, hate speech, or to violate the rights of others. You also must not interfere with other members' use and enjoyment of the Platform, such as by spamming, phishing, or engaging in social engineering attacks against other users.

- **Illegal Content:** Using the Platform or any DelNorte services to store, transmit, or facilitate the distribution of any content that is unlawful, infringing, defamatory, or otherwise violative of any third-party rights or DelNorte's rules. For example, you must not use DelNorte's document management or IPFS verification features to distribute illegal documents or data.
- **Unauthorized Commercial Use:** Exploiting the Platform for any commercial purposes not expressly permitted by DelNorte. The Platform is intended for the token holders' use of services and participation in the ecosystem; you may not run a business reselling Platform access, data, or offering fraudulent "investment" schemes involving DTV or DTV.

Engaging in any of the above **Prohibited Uses** constitutes a material breach of these Terms and may result in immediate termination of your membership, a freeze or confiscation of your tokens (to the extent legally permissible and technically feasible), and/or legal action against you. DelNorte reserves the right to monitor, investigate, and report any conduct that appears to violate these provisions or any law, and to cooperate with law enforcement authorities in such matters.

3.4 Staking and Participation in Network Tasks:

DelNorte may offer **staking** or similar participation programs for token holders. However, any staking in the DelNorte context will differ from typical crypto staking services. **If offered, earned rewards for staking DTV will require contributing computing resources to perform important network tasks, specifically processor-intensive document verification to validate property metadata stored on municipal IPFS nodes.** In other words, token holders might be able to "stake" or commit their tokens and computing power to help verify and notarize property records and documents on the decentralized network. This opportunity to earn rewards for performing validation services may also be offered to the general public.

Staking, if available:

- **Is Optional:** You are not required to stake tokens to use the Platform or maintain membership. It is a voluntary program for those who want to support network operations.
- **Requires Meeting Technical Requirements:** To stake and run verification tasks, you may need to operate specific software or hardware as directed by DelNorte or its partners. You are responsible for ensuring you meet these requirements and for any costs associated with running a node or verification process (such as electricity or internet costs).
- **May Offer Rewards:** In return for performing verification tasks, stakers may earn rewards (for example, additional DTV tokens or USDC) as determined by the smart contract or program rules governing such program rewards. DelNorte does not guarantee any specific reward and will not provide rate of return from staking but rather a

reward commensurate with the number of property owner verifications the staker performs. Reward value may increase per verification performed if the demand for the Del Norte service is high. Reward mechanism will be subject to change and contingent on successful task completion and continued lawful participation.

- **Entails Risks:** Staking may involve locking up your tokens for a period of time or other risks (including technical failure, slashing penalties if a node misbehaves, etc.). DelNorte will provide guidelines, but it is your responsibility to understand and accept the risks before participating. **Any tasks performed via staking are at your own risk**, and Section 9 (Risk Acknowledgment) fully applies to staking activities as well.
- **Is Not a Lending or Investment Scheme:** Staking in DelNorte's context is **not** an investment service. It is meant to support the functionality of the ecosystem (document verification), not to generate profit from others' efforts. **Rewards are not guaranteed**, and staking should not be viewed as a passive investment.

DelNorte reserves the right to modify, suspend, or terminate any staking or network participation program at any time. Any changes will be communicated via the Platform or official channels. By participating in staking or similar programs, you agree to follow all rules and guidelines provided and to only use such programs in a manner consistent with these Terms and applicable law.

3.5 Platform Access and Availability:

DelNorte strives to maintain a reliable Platform for our members, but **we do not guarantee that the Platform will be continuously available or error-free**. Access to certain features may be limited or unavailable during maintenance windows, upgrades, or due to unforeseen outages. The Platform (including any web interface, APIs, or smart contract services) is provided on an "as is" and "as available" basis (see Section 8, **No Warranties**). We may suspend or restrict access to the Platform or Services for any user or all users, temporarily or permanently, if we determine it is reasonably necessary (for example, to comply with legal requirements, to address security concerns, or in the event of suspected misuse).

You acknowledge that **your use of the Platform requires Internet connectivity and possibly interactions with blockchain networks**, which are not controlled by DelNorte. DelNorte shall not be liable for any inability to access or use the Platform or tokens due to issues outside our control, such as internet outages, blockchain network congestion or failures, third-party service failures (e.g., exchange or wallet issues), or Force Majeure events (see Section 15).

4. Data Protection and Privacy

4.1 Personal Data Collection:

By participating in the token membership program or using the Platform, you may be required to provide certain personal information, particularly during the KYC/AML verification for eligibility (such as your name, contact details, date of birth, government identification, proof of residence,

etc.). We may also collect information through your use of the Platform (such as wallet addresses you connect, transaction history related to our tokens, IP addresses, device information, and cookies on our website). **All collection and use of personal data by DelNorte is subject to our Privacy Policy**, which is incorporated by reference into these Terms. Our Privacy Policy explains what data we collect, how we use and protect it, and your rights regarding your personal data. By agreeing to these Terms, you also agree to the terms of the Privacy Policy. If you do not agree to the Privacy Policy, you must not use the Platform or participate in the token membership.

4.2 Use of Personal Data:

DelNorte will only use your personal data in accordance with applicable data protection laws and as necessary for legitimate purposes, including:

- Verifying your identity and eligibility (for example, confirming you are a non-U.S. Person for the DTVC to DTV swap, and screening against sanctions lists).
- Facilitating the Services (such as maintaining your membership status, enabling token swaps, or sending you communications related to your membership).
- Improving and securing the Platform (such as using data analytics to improve user experience or detecting and preventing fraud or abuse).
- Complying with legal obligations (including record-keeping, responding to lawful requests by public authorities, or fulfilling reporting obligations under securities or financial laws).
- Communicating with you about updates, changes to these Terms or the Privacy Policy, or marketing information about DelNorte's projects (if you have not opted out of such communications).

We will not sell or rent your personal data to third parties except in accordance with municipal agreements under jurisdictional law where such data may be provided for us to provide property owner analytics. We may share personal data with service providers or partners who assist us with necessary activities such as registration (for instance, identity verification services, cloud hosting providers, or legal and financial advisors), but always under duty of confidentiality and only to the extent necessary. You agree to divulge the country of residence to be associated publicly with your blockchain address used for any Del Norte token purchases.

4.3 Data Security:

DelNorte takes reasonable and appropriate security measures to protect the personal data we hold from unauthorized access, disclosure, alteration, or destruction. However, no data security measures can guarantee 100% security. **You acknowledge that you provide personal data at your own risk** and that we cannot guarantee absolute security of information, especially information transmitted via the internet or stored on potentially vulnerable systems. In the event

of a data breach that affects your personal data, we will notify you and the appropriate authorities as required by law.

4.4 Your Privacy Rights:

Depending on your jurisdiction, you may have certain rights regarding personal data we hold about you (e.g., the right to access, correct, delete, or port your data, or to object to or restrict certain processing). Our Privacy Policy and/or applicable law provide details on how you can exercise those rights. Generally, you can contact us at the provided contact information in the Privacy Policy or on the Platform to make any data-related requests or inquiries. We will endeavor to honor reasonable requests in accordance with applicable law. Please note that deleting or restricting the use of your data (for example, if you withdraw consent for processing) may affect our ability to provide you with services or maintain your membership (since certain data is essential to eligibility verification and compliance).

4.5 Data Retention:

We will retain your personal data only for as long as necessary to fulfill the purposes for which it was collected, including any legal, accounting, or reporting requirements. For example, we might retain identity verification records for a number of years to comply with anti-money laundering laws. When personal data is no longer needed, we will securely delete or anonymize it, unless we are required by law to retain a copy.

By accepting these Terms, you acknowledge that you have read and understood our data protection practices as described in this Section 4 and in our Privacy Policy. If you have questions about how we handle your data, please review the Privacy Policy or contact us for further information.

5. Confidentiality

5.1 Confidential Information:

During your membership or use of the Platform, you might receive or have access to **Confidential Information** of DelNorte or other members. "Confidential Information" means any non-public information that is disclosed by DelNorte (or other members) that is designated as confidential or which by its nature should reasonably be understood to be confidential. This may include, for example, private technical information about the Platform, unpublished features, pre-release data, business plans, strategies, financial information, or personal data of other users. It could also include certain property documents or metadata accessible via the Platform that are not yet public record.

5.2 Obligation of Confidence:

You agree that you will keep all Confidential Information strictly confidential and will not disclose it to any third party except as expressly permitted by DelNorte in writing. You will use the same degree of care to protect Confidential Information as you use to protect your own sensitive information of a similar nature, but in no event less than reasonable care. You will not use Confidential Information for any purpose outside the scope of your permitted use of the Platform

and participation in the membership program. In particular, **you shall not use any Confidential Information to compete with DelNorte, to reverse engineer our systems, or in any manner that would cause harm or disadvantage to DelNorte or any member.**

5.3 Exceptions:

The obligations in this Section 5 will not apply to information that you can demonstrate: (a) was already lawfully known to you without an obligation of confidentiality at the time of disclosure; (b) was or becomes generally available to the public through no fault of yours (for example, if DelNorte itself releases certain information publicly); (c) is lawfully obtained by you from a third party who had the right to disclose it without confidentiality obligations; or (d) is independently developed by you without reference to or use of the Confidential Information.

5.4 Legal Disclosure:

If you are required by law, regulation, or legal process (such as a subpoena or court order) to disclose any Confidential Information, you may do so, **provided that** you give DelNorte prompt written notice of the requirement (to the extent allowed) and cooperate with any efforts by DelNorte to seek a protective order or limit the disclosure. Even in such cases, you will only disclose the minimum amount of information necessary to comply with the legal requirement.

5.5 Return or Destruction:

Upon DelNorte's request or upon termination of your membership, you agree to promptly return or destroy (at DelNorte's option) all tangible materials embodying Confidential Information, and to delete or erase any electronic copies of Confidential Information in your possession or control, except to the extent you are required to retain it by law or for routine backups (in which case you will continue to protect it as confidential).

5.6 Survival:

Your confidentiality obligations survive the termination of these Terms and your membership **for a period of two (2) years** following such termination (or for as long as the information remains a trade secret under applicable law, if longer for certain information). DelNorte's trade secrets and highly sensitive information should be protected indefinitely or until they become public through no act or omission on your part.

Maintaining trust in the DelNorte community is essential. These confidentiality obligations are in place to ensure that sensitive information is handled responsibly and that all members can participate without fear that private information will be misused or improperly disclosed.

6. Accuracy of Information; No Investment or Legal Advice

6.1 Informational Purposes Only:

All materials, documents, data, and information provided on the Platform or by DelNorte in connection with the token membership (collectively, "**Information**") are provided for general informational purposes to the members. **DelNorte does not guarantee that any Information**

on the Platform is accurate, complete, reliable, current, or error-free. This includes information about property records, tokenomics, development roadmaps, and any statements about the potential utility or value of the tokens. While we strive to present useful and accurate content, **you should independently verify information of importance to you.**

6.2 No Investment Advice:

Nothing on the Platform or communicated by DelNorte is intended to constitute financial, investment, legal, or other professional advice. DelNorte is **not an investment adviser or broker-dealer**, and we do not advise on the merits of purchasing, selling, or holding any tokens or any other investment vehicles. **You agree and understand that any acquisition or use of DTVC, DTVX or DTV tokens is made based on your own understanding and judgment, without reliance on any material or communication from DelNorte as investment advice.** We have not made any statement to you that would be considered a recommendation or advice to purchase or hold any token as an investment.

Specifically, by using the Platform and holding tokens, you acknowledge and agree that:

- You have not received any advice from DelNorte regarding whether holding or swapping tokens is suitable for you.
- You are solely responsible for assessing the risks and consequences of acquiring or using the tokens in light of your own financial, legal, and tax position. If you are unsure, you should consult with your own professional advisors (financial, legal, tax, or otherwise) **before** participating in the token membership.
- Any decisions to participate in governance votes, staking, or other activities involving tokens are yours alone. We will not review or advise on the suitability of any of your decisions or transactions.

6.3 No Warranty of Accuracy:

All Information is provided “AS IS” (as further described in Section 8, **No Warranties**). This means that while we may update the Platform with new information from time to time, we make no representation that Information will be updated promptly or at all. Historical information or any forward-looking statements on the Platform may be superseded by subsequent events or disclosures and we undertake no duty to update such information. **DelNorte disclaims all liability for any errors or omissions in any Information**, and you agree that you will not rely on the Information as the sole basis for any action or decision.

6.4 No Fiduciary or Advisory Relationship:

DelNorte has no fiduciary duty to you. Entering into these Terms and providing tokens or services **does not** make us your agent, advisor, or fiduciary. We are providing a platform and an opportunity for membership under the terms disclosed; we are not acting on your behalf in any advisory capacity. **You acknowledge that you are solely responsible for your own interests**

in connection with your participation in the DelNorte membership and you have had the opportunity to consult with your own advisors as you deem appropriate.

In summary, **always do your own research and exercise caution**. If something sounds too good to be true or you do not fully understand it, please take the time to seek independent advice or clarification. DelNorte will provide information about the platform and tokens, but ultimately the decisions and their consequences are in your hands.

7. Warranty Disclaimers

7.1 "As Is" and "As Available":

The Platform, the DTVC, DTVX and DTV tokens, and all related services or products provided by DelNorte are offered **"AS IS" and "AS AVAILABLE."** To the fullest extent permitted by applicable law, **DelNorte disclaims any and all warranties, representations, and guarantees, whether express, implied, or statutory**, with respect to the tokens, the Platform, and the services. This disclaimer includes, but is not limited to, **any implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, satisfactory quality, and any warranties arising from course of dealing or usage of trade**. We make no promise or warranty that the Platform or tokens will meet your requirements or expectations, or that they will achieve any particular results.

7.2 No Warranty of Uninterrupted Access:

DelNorte does not warrant that access to the Platform or any token-related functionality will be **continuous, uninterrupted, timely, or secure**. While we strive for high availability, we cannot guarantee that there will be no downtime, delays, errors, or omissions in the Platform's operation. **We do not warrant that any transactions (including DTVC/DTVX to DTV swaps or on-chain transactions) will be executed or confirmed in any given timeframe**, or that the Platform will always be compatible with your hardware or software.

7.3 No Warranty on Information and Content:

All content and information provided through the Platform (including documentation, FAQs, data regarding property tokens, etc.) are provided on an informational basis only. **DelNorte does not warrant or guarantee the accuracy, completeness, or usefulness of any information on the Platform**. We do not warrant that the content is free of errors, typographical mistakes, or omissions. You rely on any such information **at your own risk**. It is your responsibility to evaluate the accuracy and completeness of information and seek professional advice where necessary.

7.4 Security and Bugs:

DelNorte does not warrant that the Platform, mobile applications, smart contracts, or any related websites or servers are **free of viruses, worms, malware, or other harmful components**. Although we take security seriously and aim to keep the Platform secure, **we cannot guarantee absolute security or that no bugs or vulnerabilities are present**. Any interaction with the blockchain (such as using smart contracts) carries inherent risks; the smart

contracts might not operate as intended, and we provide no guarantee that they are error-free. You are advised to use up-to-date software and take necessary precautions (like using secure devices and wallets) to protect yourself from security threats.

7.5 Third-Party Offerings:

DelNorte may enable access to or integrations with third-party services or content (for example, a third-party exchange for DTV or DTVC transfers, or an IPFS gateway service for document storage). **We make no warranties or representations and assume no responsibility for any third-party services, information, or materials.** Your use of any third-party content or service is at your own risk, and may be subject to the third party's own terms and policies. DelNorte does not endorse, guarantee, or assume responsibility for any statements or conduct of any third parties (including other members) on the Platform or relating to the tokens.

7.6 No Warranty on Outcomes:

DelNorte makes no warranty or guarantee of any financial or other outcome resulting from your membership, including any outcome from staking, governance participation, or the value of tokens. For example, we do not warrant that any staking reward program will yield any particular returns, or that membership will result in any particular opportunities or benefits beyond those explicitly described. All outcomes are uncertain and may depend on factors outside of our control (market conditions, government actions, technology changes, etc.).

7.7 Jurisdictional Considerations:

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of implied warranties. If the law of such a jurisdiction applies to you, some or all of the above disclaimers may not apply to you to the extent they are not permitted. In such cases, the warranties are disclaimed to the fullest extent permitted by the applicable law.

In summary, **DelNorte provides the Platform and tokens without any promises about their performance or reliability** beyond what is expressly stated in these Terms. You assume all responsibility for using the Platform and tokens. If any warranty is legally required despite this Section, then such warranty is limited to the shortest duration and lowest extent allowed.

8. Risk and Loss Acknowledgment

8.1 General Acknowledgment of Cryptoasset Risks:

By participating in the DelNorte token membership (holding or using DTVC/DTV) and using the Platform, **you expressly acknowledge and accept the inherent risks associated with cryptographic tokens, blockchain technology, and decentralized systems.** You understand that these risks can result in financial loss, and you **assume full responsibility** for all such risks. Key risks include, but are not limited to:

- **Market Volatility:** The market for digital tokens like DTV can be extremely volatile. Prices may fluctuate dramatically over short time periods due to factors such as market sentiment, regulatory events, technological developments, or general economic

conditions. **You accept that the value of your tokens may increase or decrease rapidly and could even drop to zero.** You should not acquire tokens with money you cannot afford to lose.

- **Liquidity Risk:** There may be no guaranteed or established market for buying or selling DTV or DTVC tokens. **You acknowledge that you may not be able to liquidate your token holdings when you wish or at favorable prices.** DTVC and DTVX in particular are subject to strict transfer restrictions and are not intended for public trading, which significantly limits liquidity.
- **Regulatory Risk:** Blockchain tokens and related activities are subject to evolving laws and regulations in many jurisdictions. **Regulatory actions could negatively impact the Platform or tokens,** potentially making them illegal to hold or reducing their utility or value. DelNorte's planned compliance (such as offering DTV under Reg S to non-U.S. Persons) mitigates certain legal risks, but laws can change or regulators may question the compliance of our structure. You acknowledge the risk that new regulations or interpretations could prohibit, limit, or materially affect your ability to use tokens or the Platform.
- **Security Risk:** Blockchain transactions (like token transfers or swaps) are generally irreversible once recorded on the blockchain. **If you lose access to your wallet (e.g., losing your private key or seed phrase) or if your wallet is compromised, you could lose your tokens with no recourse.** You must take precautions to secure your credentials. Additionally, bugs or vulnerabilities in smart contracts or the underlying blockchain can lead to unexpected losses (for example, a flaw that is exploited to steal funds). By using the tokens, you accept these security risks.
- **Technological Risk:** The DelNorte Platform relies on complex software, smart contracts, and distributed infrastructure (Ethereum or other blockchains, IPFS, etc.). **There is a risk of software bugs, network failures, or attacks (such as 51% attacks on a blockchain, or denial-of-service attacks) that could interrupt services or cause unintended behavior.** Transactions might get delayed or stuck due to network congestion or high fees. You acknowledge that the technology underpinning the Platform is experimental and may malfunction or fail.
- **Risk of Forks or Changes:** Blockchain networks can experience "forks" (divergences in protocol) or other changes that might affect the tokens. For example, if Ethereum undergoes a significant change or splits into two competing chains, there could be uncertainty about which chain's tokens are considered valid. DelNorte will make best efforts to navigate such events, but **you accept the risk that protocol changes or forks could impact the value and functionality of DTV tokens.**
- **Counterparty and Third-Party Risk:** If you use third-party services such as exchanges (for whitelisted DTVC transfers or future DTV trading), wallets, or other platforms, **you**

assume the risks associated with those third parties. They may suffer security breaches, insolvency, or regulatory issues that affect your tokens. DelNorte is not responsible for any loss you incur due to the actions or failures of third-party service providers.

- **Staking and Participation Risks:** If you choose to participate in staking or node operation (Section 3.4), **you further acknowledge specific risks:** your staked tokens might be locked and illiquid for a period; if the network penalizes faulty nodes, you could lose part of your stake (slashing); technical issues on your side (like downtime or incorrect configuration) could lead to missed rewards or penalties.
- **No Insurance or Recourse:** Unlike bank accounts or some traditional financial accounts, tokens are generally not insured by any government or third-party (unless you obtain private insurance, which is rare). **In the event of a loss, hack, or failure, you likely have no recourse to any insurer or regulatory body.** DelNorte itself is not liable for losses beyond what is expressly provided in these Terms.

8.2 Your Own Risk Assessment:

You represent that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms, and intricacies of cryptographic tokens, like Ethereum-based tokens, and other blockchain-based assets. **You have carefully considered and are willing to assume the risks associated with tokens and blockchain technology.** You have read and understand the disclaimers and risk disclosures provided in these Terms (and any whitepapers or documentation provided by DelNorte), and you have had the opportunity to seek independent advice (legal, financial, technical) before making any decision.

8.3 No Responsibility for Risk Assumption:

DelNorte **shall not be responsible or liable for any losses you incur** as a result of the materialization of any of the above risks. This includes, without limitation, any losses due to market conditions, forgotten passwords, mistaken transactions (e.g., sending tokens to the wrong address), unauthorized access by third parties, or any other user error or technological failure. You agree that, to the maximum extent permitted by law, **you bear full responsibility for any tokens you hold and any activities you undertake relating to DelNorte tokens, and you cannot recover losses from DelNorte in scenarios not explicitly covered by a remedy in these Terms.**

By continuing to hold and use the tokens and Platform, you **affirm that you are aware of these risks and that you knowingly assume them.** If you do not understand or do not accept these risks, you should not engage in the token membership program or use the Platform.

9. Limitation of Liability

9.1 Exclusion of Certain Damages:

To the fullest extent permitted by applicable law, **in no event shall DelNorte or its affiliates, and their respective officers, directors, employees, or agents, be liable to you for any:**

- **Indirect, incidental, special, exemplary, or consequential damages,**
- **Loss of profits, revenue, business opportunity, goodwill, or anticipated savings,**
- **Loss of data, or**
- **Loss of use of the Platform or tokens, downtime, or business interruption,**

arising out of or in connection with these Terms or your use of or inability to use the tokens or Platform, **even if we have been advised of the possibility of such damages.** This limitation applies whether the alleged liability is based on contract, tort (including negligence), strict liability, or any other basis, and even if a remedy fails of its essential purpose.

9.2 Cap on Liability:

To the fullest extent permitted by law, **DelNorte's total aggregate liability to you for all claims, losses, or damages arising out of or relating to these Terms or the token membership (whether in contract, tort, strict liability, or otherwise) shall be limited to the greater of:** (a) the total amount (if any) you paid to us for the specific token sale or service that is the subject of the claim (for example, if you purchased DTVC tokens directly from DelNorte in a sale, the amount you paid for those tokens), or (b) **USD \$100** (one hundred U.S. dollars). If applicable law does not allow limitation of liability to this extent, our liability will be limited to the minimum amount legally permitted.

9.3 Exceptions:

The limitations in Sections 9.1 and 9.2 shall not apply to the extent prohibited by law. Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above exclusions may not apply to you fully. In such jurisdictions, liability is limited to the smallest amount permissible under applicable law.

9.4 Release of Claims:

To the extent permitted by law, you release DelNorte and its affiliates and service providers from any and all liability, claims, causes of action, or damages arising from or in any way related to disputes between you and any third parties (including other members) in connection with the Platform or tokens. DelNorte reserves the right, but has no obligation, to monitor or manage disputes between members or between a member and a third-party service relating to the Platform.

9.5 No Double Recovery:

If you have multiple bases for claim or multiple claims arising out of related activities, you

acknowledge that you will not be permitted double recovery; the cap in Section 9.2 applies to all claims in the aggregate.

9.6 Basis of the Bargain:

You acknowledge and agree that DelNorte has offered the tokens and made the Platform available in reliance upon the disclaimers of warranty and limitations of liability set forth herein, that these disclaimers and limitations **reflect a reasonable and fair allocation of risk between you and DelNorte**, and that these disclaimers and limitations form an essential basis of the bargain between you and us. DelNorte would not be able to provide the tokens or Platform on an economically reasonable basis without these limitations.

In jurisdictions where limitations of liability for personal injury or death are not allowed, our liability is limited to the fullest extent permitted by law.

9.7 Limitation on Time to File Claims:

Any claim or cause of action you may have arising out of or relating to these Terms or the token membership **must be filed within one (1) year** after such claim or cause of action arose. If it is not filed within that time, then it is permanently barred. This limitation applies to you to the extent permitted by applicable law.

By accepting these Terms, you expressly agree to the limitations of liability and remedies as set forth in this section. If you do not agree, you must not use the Platform or participate in the token membership program.

10. Indemnification

10.1 Your Agreement to Indemnify:

You agree to **indemnify, defend, and hold harmless** DelNorte, its parent, affiliates, and their respective officers, directors, employees, contractors, agents, and representatives (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees) that arise from or relate to:

- **Your breach of these Terms:** This includes any violation of the Terms or any representation or warranty you provide herein being or becoming untrue. (For example, if you falsely represent that you are not a U.S. Person and a claim or penalty arises from that misrepresentation, you will indemnify us.)
- **Your violation of any law or regulation:** Any act or omission by you that is alleged to violate any applicable law, regulation, or rights of a third party (for instance, using the Platform in a prohibited jurisdiction or engaging in money laundering or fraud).
- **Your misuse of the Platform or tokens:** This covers any use of the Platform or tokens that is not authorized by these Terms, including any of the Prohibited Uses listed in Section 3.3 (e.g., using the platform to distribute illegal content or attempting an

unauthorized token transfer).

- **Your infringement of rights:** Any allegation that information or material you provided or actions you took (such as content you uploaded, or documents you submitted for verification) infringe or misappropriate the intellectual property, privacy, or other rights of any other person or entity.
- **Third-Party disputes:** Any dispute between you and another user, or between you and any third-party (such as a service provider you engaged in relation to your tokens), to the extent such dispute arises from your actions.

10.2 Procedure:

If any Indemnified Party receives notice of a claim or lawsuit that is subject to your indemnity, we will provide you with reasonably prompt notice of the claim (unless our legal counsel determines that doing so would prejudice our interests). You will then promptly assume the defense of the claim **with counsel reasonably satisfactory to us**. You will not consent to the entry of any judgment or enter into any settlement of the claim without our prior written consent (which shall not be unreasonably withheld), if such judgment or settlement could impose any liability or obligation on any Indemnified Party or requires an admission of liability or wrongdoing on the part of any Indemnified Party. We retain the right to participate in the defense of the claim with counsel of our choosing at our own expense; however, if you fail or decline to assume defense of the claim in a timely manner, we may assume the defense at your cost.

10.3 Continuing Obligation:

Your indemnification obligations are continuous and shall survive the termination of these Terms and your use of the Platform or tokens. This means even after you stop using the Platform or after your membership is terminated (voluntarily or involuntarily), you will still be responsible for indemnifying us for claims arising from your use or actions during the period when you were bound by these Terms.

10.4 Additional Remedies:

If we suspect that you have violated these Terms or any applicable law, or if we are notified of a potential claim for which we would be entitled to indemnification from you, **we may take steps to mitigate our exposure**. This might include, for example, suspending your access to the Platform, freezing tokens associated with misconduct (if technically feasible and legally permissible), or cooperating with authorities. These actions are in addition to, and not instead of, any right or remedy we have at law or equity, including seeking damages, injunctive relief, or specific performance.

By agreeing to this indemnity, you are allocating certain risks to yourself and protecting DelNorte from potential costs or damages resulting from your actions or inactions. This helps ensure that all members use the Platform responsibly and are accountable for their behavior.

11. Termination of Membership

11.1 Voluntary Termination by You:

You may stop using the Platform and terminate your membership at any time. Because membership is tied to holding the DTVC token, if you no longer wish to be a member, you may simply discontinue using the token and Platform. **However, please note that DTVC is non-transferable except under the limited conditions provided (Section 2.5).** Thus, “terminating” your membership might effectively mean retaining the token but no longer engaging with the Platform, or if permissible, transferring or redeeming your token via an approved method. There is currently no formal account deletion process for an on-chain token membership aside from ceasing use. If you have created a user account on the Platform (for example, for KYC verification or forum access), you may request that we delete that account. We will process personal data in accordance with our Privacy Policy regardless of termination.

11.2 Termination or Suspension by DelNorte:

DelNorte may suspend or terminate your access to the Platform or your membership (which could include rendering your DTVC or DTV tokens non-functional within the Platform context, to the extent possible) under any of the following circumstances:

- **Breach of Terms:** If you breach any provision of these Terms or we suspect that you have done so, we may terminate or suspend your membership immediately, with or without notice.
- **Legal Requirement:** If we are required to do so by law enforcement, court order, or any applicable law or regulation (for example, if continuing to allow you as a member would violate sanctions laws or securities regulations).
- **Security or Fraud Concerns:** If we detect unusual or fraudulent activity involving your account or tokens, or if we suspect that your account has been compromised or is being used by an unauthorized person, we may suspend access for investigation.
- **Extended Inactivity:** If you have an account on the Platform that has been inactive for an extended period (for instance, if a user account has not been logged into for over a year), we reserve the right to deactivate or delete the account (this does not affect your token holdings on the blockchain, just the platform account).
- **Discontinuation of Platform or Tokens:** In the unlikely event that DelNorte decides to discontinue the token membership program or the Platform entirely, we may terminate all memberships. We will make reasonable efforts to provide notice in such case and, if feasible, to allow token holders to claim any residual assets or entitlements (if any) before shutdown.
- **Other Causes:** Any other reason in our reasonable judgment that would justify termination, such as your involvement in a bankruptcy, insolvency, or if you are

discovered to be a PEP (Politically Exposed Person) or on a sanctions list after onboarding in a way that was missed in initial checks.

11.3 Effects of Termination:

Upon termination of your membership for any reason:

- Your right to access or use any member-only features of the Platform will immediately cease. DelNorte may revoke any credentials or access tokens associated with your use of the Platform.
- You will not have any right to a refund or compensation for any DTVC or DTV tokens you hold. Termination does not automatically cause a forfeiture of your tokens (since they exist on the blockchain), but they may lose their utility if Platform access is removed. DelNorte is not obligated to purchase or redeem your tokens upon termination.
- Sections of these Terms that by their nature should survive termination (such as Indemnification, Limitation of Liability, Disclaimers of Warranty, Arbitration, and other general provisions) **will continue in effect**. Specifically, your obligations and our rights under Sections 5, 6, 7, 8, 9, 10, 11.3, 12, 13, 14, 15, 16, and 17 shall survive.
- If termination was due to your breach or misconduct, we reserve the right to take legal action against you as appropriate, and termination shall not limit any claims we may have for damages or other remedies.

11.4 Reinstatement:

If your membership or Platform access was suspended (but not fully terminated) due to, for example, a compliance concern or suspected breach, and we later determine in our discretion that the issue has been resolved or clarified, we may reinstate your membership and restore access. However, DelNorte is not obligated to reinstate accounts or memberships and any decision to do so will be on a case-by-case basis.

11.5 No Platform Access Guarantee:

Termination of membership means you may no longer access the DelNorte services. For clarity, because of the nature of the blockchain, **even if your membership is terminated, you might still hold DTVC or DTV tokens in your own wallet**. While we cannot technically “delete” those tokens from your possession (unless the smart contract itself had a mechanism and legal justification to do so, which is generally avoided for user trust), those tokens would effectively lose their functionality with respect to DelNorte’s Platform and could not be swapped or used within the ecosystem. You would hold them solely at your own discretion without any rights or utility. Continuing to hold such tokens after termination does not entitle you to any rights of a member or any claims against DelNorte.

DelNorte reserves the right to notify other members or make a general statement if needed to clarify that a particular individual or address is no longer a member (especially if needed for security reasons, e.g., warning others not to interact with a fraudulent member).

We hope to maintain a collaborative relationship with all token holders, and termination is generally a last resort. However, we must protect the Platform and community as a whole, and these provisions ensure that we can act decisively if needed.

12. No Fiduciary Duties

12.1 No Fiduciary Relationship:

You acknowledge and agree that **DelNorte owes no fiduciary duties to you**. These Terms and your participation in the token membership do not create or imply any fiduciary relationship between you and us or between you and any other DelNorte member. **DelNorte is not your agent, financial advisor, or trustee**. We have provided you with access to a Platform and membership tokens under the terms and limitations set forth herein, but this does not create an advisory, fiduciary, or brokerage relationship.

12.2 Scope of Duties Owed:

The only duties and obligations we owe you are those expressly set forth in these Terms (and any other agreement you may enter into with us in writing, if applicable). To the maximum extent permitted by law, any duties or obligations that may be imposed on us by law or equity (including any duties of care, loyalty or any analogous fiduciary duties) are hereby **irrevocably disclaimed and eliminated**. You waive any claim based on the existence of any fiduciary or similar relationship.

12.3 No Advisory Responsibilities:

DelNorte is not undertaking to provide impartial advice, or to give advice in a fiduciary capacity, in connection with the token distribution or operation of the Platform. We may have interests that are adverse to yours. For example, we may take actions in our own interest or in the interest of another member or group of members (such as early investors or partners) which are not necessarily aligned with the interests of token holders as a whole. By participating, you accept that reality and agree that such actions will not be deemed a breach of any duty toward you.

12.4 Non-Custodial Nature:

DelNorte does not take custody of your tokens on your behalf. The DTVC, DTVX and DTV tokens are intended to be held in your own blockchain wallet that you control. **You are solely responsible for the custody and control of your tokens**. We do not have access to or control over your private keys or wallets. Any decision to hold tokens, to transfer them (within the allowed parameters), or to swap DTVC for DTV is solely your responsibility and within your control (subject to eligibility). Therefore, we are not in a position of managing assets for your benefit in a way that would give rise to fiduciary duties.

12.5 Arms-Length Relationship:

Our relationship is intended to be that of **arm's length counterparties** to a contract (these Terms). Both you and DelNorte are sophisticated parties entering a novel arrangement with an understanding of the associated risks and benefits. Each party is responsible for protecting its own interests. You should not expect DelNorte to act in your interest beyond what is explicitly promised in these Terms.

This section is meant to be a clear acknowledgment of the boundaries of our relationship. We value our community, but we want to ensure it's understood that participating as a token holder does not place us in a special position of responsibility akin to a guardian of your interests. Always make decisions based on your own judgment and, if needed, advice from independent professionals, and not based on any presumed duty on our part beyond what is stated in these Terms.

13. Arbitration and Dispute Resolution

13.1 Agreement to Arbitrate:

Any dispute, claim, or controversy arising out of or relating to these Terms, the tokens (DTVC, DTVX or DTV), or your use of the Platform, including disputes about the validity, interpretation, or enforceability of this arbitration provision (collectively, "Disputes"), **shall be resolved solely through final and binding arbitration, not by a court or jury trial**. By agreeing to these Terms, you and DelNorte are each waiving the right to a trial by jury and to participate in a class action.

13.2 Arbitration Forum and Rules:

The arbitration will be administered by **JAMS** (Judicial Arbitration and Mediation Services) or a similar established arbitration body, under that body's rules in effect at the time the arbitration is initiated (if JAMS, then the JAMS Comprehensive Arbitration Rules & Procedures, except as modified herein). If JAMS is not available or refuses to arbitrate the dispute, the parties will agree on an alternative reputable arbitration provider or may default to the rules of the **American Arbitration Association (AAA)**. The arbitration shall be conducted by a single arbitrator with experience in commercial contract disputes involving technology or financial services.

13.3 Location and Language:

The arbitration may be conducted **virtually (via video conference)** or, if an in-person hearing is requested by either party, in **[Insert Preferred Location, e.g., New York, NY, USA]**, unless you and DelNorte agree on a different location. The language of the arbitration shall be English. If traveling to the specified location would cause undue hardship to you, you may request that any in-person hearing be conducted in your home state (if in the U.S.) or country (if outside the U.S.), and we will consider such request in good faith, or default to a virtual hearing.

13.4 Procedures:

- **Commencing Arbitration:** A party seeking to initiate arbitration must send to the other party a written notice of intent to arbitrate (“Notice”). The Notice to DelNorte should be sent to our registered business address or an email address designated by us for legal notices (we will provide an address in the final part of these Terms). The Notice must describe the nature and basis of the claim and the relief sought. The arbitration shall be initiated according to the rules of the selected arbitration body (e.g., filing a demand for arbitration with JAMS).
- **Arbitrator’s Authority:** The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. The arbitrator shall have the power to grant any remedy that would otherwise be available in court, but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. The arbitrator shall provide a reasoned written decision sufficient to explain the essential findings and conclusions on which any award is based.
- **Arbitration Fees:** Each party will be responsible for paying any filing, administrative and arbitrator fees in accordance with the arbitration rules, **except that DelNorte will pay your reasonable share of such fees if the claims you assert are for less than \$10,000 USD in aggregate (unless the arbitrator finds your claims frivolous or brought for an improper purpose).** We will not seek attorneys’ fees or costs from you in arbitration unless the arbitrator determines that your claims were frivolous or asserted in bad faith.
- **Confidentiality of Arbitration:** Except as may be required by law, neither you nor DelNorte may disclose the existence, content, or results of any arbitration without prior written consent of both parties. This confidentiality provision does not prevent either party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief as permitted in this Agreement.

13.5 Class Action Waiver:

You and DelNorte agree that any arbitration (or, if arbitration is unenforceable, any court action) will be conducted on an individual basis only and not on a class, collective, consolidated, or representative basis. The arbitrator has no authority to consider or resolve any Dispute or issue any relief on any basis other than an individual basis. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

- **No Class Actions:** You agree that you may bring claims against DelNorte only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Likewise, DelNorte will not bring claims against you except in its individual capacity. If for any reason a claim proceeds in court rather than arbitration, you and DelNorte each waive any right to a jury trial and agree that the

claim will proceed only on an individual, non-class, non-representative basis.

- **Opt-Out Right:** You have the right to opt out of this arbitration and class action waiver provision by sending a written notice of your decision to opt out to DelNorte at [insert contact method] within 30 days of first accepting these Terms. The notice must clearly state that you wish to opt out of the arbitration and class action waiver section. If you opt out of this arbitration agreement, all other parts of the Terms will continue to apply to you. Opting out of this arbitration agreement has no effect on any other arbitration agreements you may have entered into with us or may enter into in the future with us.

13.6 Exceptions – Small Claims and Injunctive Relief:

Notwithstanding the above, **either party may elect to have an individual claim heard in small claims court** (if the claim qualifies and so long as it remains on an individual, non-class basis), and **DelNorte may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent (or enjoin) any unauthorized access to or misuse of the Platform or violation of intellectual property rights.** Such an action shall not waive the right to arbitrate on other issues (for example, we can go to court to get a temporary injunction, but the merits of the underlying dispute will still eventually go to arbitration).

13.7 Severability of Arbitration Provisions:

If any portion of this Section 13 (Arbitration and Dispute Resolution) is found to be invalid or unenforceable, then that specific portion shall be of no force and effect and shall be severed, but the remainder of this Section 13 shall continue in full effect. However, if the class action waiver in Section 13.5 is deemed invalid or unenforceable in its entirety, then the entirety of this Section 13 shall be null and void, and in that case, the parties agree that the exclusive jurisdiction and venue described in Section 17 (Governing Law and Compliance) shall govern any action arising out of or related to these Terms.

13.8 Survival:

This Arbitration Agreement shall survive termination of your membership or these Terms, as well as any transfer, sale, or assignment of your tokens, or any bankruptcy or insolvency of you or DelNorte.

By agreeing to arbitration, both you and DelNorte expect to **resolve disputes more quickly and efficiently** than through the courts. We appreciate your understanding that this is an important provision for our community and the operation of our platform.

14. Taxes

14.1 Your Tax Responsibilities:

You are solely responsible for determining, reporting, and paying all taxes, duties, and assessments (if any) that apply to your acquisition, holding, swap, sale, or use of DTVC or DTV tokens, or your participation in the DelNorte platform. This includes, without

limitation, any income tax, capital gains tax, sales tax, value-added tax (VAT), goods and services tax (GST), or any other tax or duty that may be levied by any governmental authority as a result of your ownership of the tokens or use of the services. DelNorte has not provided you with any advice regarding the tax implications of your participation, and you are encouraged to consult with your own tax advisor.

14.2 No Tax Advice:

Nothing in our Platform, whitepapers, or communications should be considered tax advice. DelNorte does not take responsibility for the tax implications of any token transactions or membership activities. You should keep records of your token transactions (such as acquisition cost, dates, amounts, and values at time of transactions) as these might be necessary for tax reporting in your jurisdiction.

14.3 Withholding and Compliance by DelNorte:

DelNorte reserves the right to **withhold taxes or other amounts from payments or distributions to you if required by applicable law**. For example, if under some jurisdiction's law, we are obliged to withhold a certain percentage of any reward distribution or other payment to you as tax, we will do so. Any amounts withheld pursuant to such legal requirement will be deemed as paid to you for all purposes of this Agreement.

DelNorte may also report certain transactions or holdings to tax authorities if required by law. For instance, under U.S. law or the laws of other countries, we might have to file reports on token distributions or high-value transactions. By participating in the token membership, you acknowledge that we may make such filings or disclosures as required.

14.4 Indemnification for Taxes:

If any governmental authority claims that DelNorte is liable for any of your taxes (for example, if a tax authority asserts that we should have collected sales tax or VAT on a token sale to you, or that we are responsible for your income taxes), **you agree to indemnify and hold DelNorte harmless for any such tax and related costs (including penalties and interest)**. This is in line with Section 10 (Indemnification) – essentially, if your tax obligations become our problem due to some law or authority's action, you will cover those obligations or reimburse us for any payments we make.

14.5 Tax Documentation:

In certain cases, we may request tax-related documentation from you (for instance, a W-8BEN or W-9 form for U.S. tax purposes, or analogous forms for other jurisdictions) to comply with our reporting or withholding obligations. **You agree to provide any requested tax documentation or information promptly and accurately**. If you fail to provide required documentation and we cannot reasonably ascertain the necessary information, we may be forced to take adverse actions like withholding at the maximum applicable rate, or even suspending your ability to engage in certain transactions until the issue is resolved.

14.6 Changing Laws:

Tax laws and regulations are subject to change, and they can vary widely by jurisdiction.

DelNorte cannot predict how or whether governments may apply existing taxes or introduce new taxes to blockchain assets and transactions. You understand that future developments might impact the tax treatment of DTVC, DTVX, DTV, or related activities, and **you accept the risk that your tax obligations may change as laws evolve**. It is your responsibility to stay informed or seek counsel on these matters.

In summary, **taxes are your responsibility**. We encourage you to approach this new asset class with full consideration of its tax implications, to maintain good records, and to comply with all applicable laws in your jurisdiction.

15. Force Majeure

15.1 No Liability for Force Majeure Events:

DelNorte shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms (including providing access to the Platform or any Services), if such failure or delay is caused by or results from events beyond our reasonable control (“**Force Majeure Events**”). In such cases, our obligations will be suspended for the duration of the Force Majeure Event, and we will make reasonable efforts to resume normal operations as soon as practicable.

15.2 Examples of Force Majeure Events:

Force Majeure Events include, but are not limited to, the following:

- **Natural Disasters:** Earthquakes, floods, fires, storms, hurricanes, or other acts of nature.
- **War and Conflict:** War (declared or undeclared), invasion, acts of foreign enemies, hostilities, terrorist threats or acts, civil war, civil commotion, riots, insurrection, revolution, military or usurped power.
- **Legal or Regulatory Actions:** Actions taken by a government or public authority, including imposing an embargo, sanctions, ban, or other restrictions, denial or cancellation of any necessary license or regulatory approval, or any change of law or regulatory requirement that renders performance illegal or commercially impracticable.
- **Network and Utility Failures:** Power outages, failures of telecommunications networks or the internet, blockchain network outages or failures (e.g., if the Ethereum network is halted, congested beyond use, or materially changed in a way that interrupts our smart contracts).
- **Labor Disputes:** Strikes, labor stoppages or slowdowns, or other industrial disturbances.

- **Cybersecurity Events:** Major hacks, cyber-attacks, or exploits that are widespread or targeted in a way that disrupts the Platform's operations or the underlying blockchain, beyond what our preventive measures could reasonably prevent.
- **Pandemics and Public Health Emergencies:** Widespread illness, epidemics, pandemics (such as COVID-19), quarantines, or other public health crises, including any measures taken by governments or businesses in response (like lockdowns, travel bans, etc.).
- **Other Unforeseeable Events:** Any other events or circumstances that are beyond our control and were not reasonably foreseeable or, if foreseeable, unavoidable by reasonable measures.

15.3 Notification and Mitigation:

If a Force Majeure Event occurs that affects our ability to perform our obligations, we will attempt to notify our members (for example, by posting a notice on our website or sending an email to registered users if feasible) as soon as reasonably possible. We will also use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and to resume full performance of our obligations when practicable. However, we will not be liable for any consequences arising from the Force Majeure Event while it is ongoing.

15.4 Your Remedies:

If a Force Majeure Event continues for an extended period and materially impacts the Platform or your membership, and you wish to terminate your membership as a result, you may do so in accordance with Section 11 (Termination). The Force Majeure Event itself, however, does not automatically entitle you to any refund, compensation, or other remedy from DeINorte beyond the relief from our obligations described in this Section.

15.5 Relation to Other Provisions:

This Force Majeure clause supplements the other provisions of these Terms. For instance, our **Limitation of Liability (Section 9)** remains applicable, meaning even during or after a Force Majeure Event, our liability is limited as provided in these Terms. This clause simply acknowledges that some failures to perform are excused entirely if caused by these extreme events.

In summary, **neither party is at fault or liable for unavoidable, extraordinary events** that prevent them from fulfilling the contract. We appreciate your understanding that some events are beyond anyone's control, and a cooperative approach is best if such circumstances arise.

16. Severability

16.1 Severability of Terms:

If any provision, clause, or part of these Terms is found by an arbitrator or court of competent

jurisdiction to be invalid, illegal, void, or unenforceable, then that provision or part shall be deemed severed from these Terms and shall not affect the validity or enforceability of the remaining provisions of these Terms.

16.2 Reforming Invalid Provisions:

In the event any provision is determined to be unenforceable or invalid, the parties agree that the arbitrator or court should endeavor to modify that provision to the minimum extent necessary to make it enforceable, reflecting the parties' original intent as closely as possible. If modification is not possible, the provision shall be deemed stricken. In both cases, the rest of the Terms will remain in full force and effect.

16.3 Examples:

- If a specific clause in the Eligibility and Use Restrictions (Section 3) is held to be unlawful (for example, if a particular restriction is not permitted in some jurisdiction), that clause can be removed or adjusted, but the rest of Section 3 and the Terms would still apply.
- If the arbitration agreement in Section 13 is deemed invalid in part (like the class action waiver is struck down in a specific jurisdiction), that part would be severed or adjusted without invalidating the entire Section 13, unless as noted (if class waiver invalid, possibly whole arbitration clause invalid, in which case other dispute resolution terms would come into effect as specified).

16.4 No Waiver of Remaining Terms:

The severance of any invalid provision shall not result in a failure of consideration or otherwise invalidate or render unenforceable the remaining Terms. Each party's obligations and rights shall be construed and enforced as if these Terms did not contain the particular invalid provision, and the rights and obligations of the parties shall be enforced to reflect the original intent to the maximum extent permissible.

16.5 Survival of Terms:

Even if a provision is severed, other provisions that by their nature should survive termination (as noted in Section 11.3) shall continue to do so. Severability is a specific legal concept to handle problematic clauses, and it doesn't typically affect clauses meant to survive; they survive regardless, provided they are otherwise enforceable.

In essence, this Severability section ensures that the agreement as a whole remains effective even if some part of it runs into legal trouble. The goal is to preserve as much of the parties' understanding as possible. By agreeing to these Terms, both you and DeINorte express that it's better to cut out an offending bit than to lose the whole deal because of it.

17. Entire Agreement

17.1 Complete Agreement:

These Terms (including any documents or policies incorporated by reference, such as the Privacy Policy and any specific token sale terms or platform rules that are expressly mentioned herein) **constitute the entire agreement between you and DelNorte** with respect to the subject matter of token membership, and supersede any and all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral, concerning such subject matter.

In other words, this document is intended to be the **full and final expression of the terms** governing your membership and token holdings with respect to DelNorte, merging all prior discussions into this one definitive statement.

17.2 No Reliance on Outside Representations:

In entering into these Terms, **you are not relying on any statement, promise, or representation not expressly stated in these Terms**. Any statements or information (including in marketing materials, whitepapers, presentations, or discussions) about the token membership or platform that are not included in these Terms are not binding on us. For example, if someone from DelNorte made a statement about expected token value or future platform features, but it's not written in these Terms, that statement does not form a part of the agreement between us.

17.3 Amendments to Terms:

While this Section 17 confirms that these Terms are the complete agreement as of now, please note that **DelNorte may update or amend these Terms in the future** in accordance with a change procedure. Typically:

- We will notify members of proposed changes (for example, via the Platform or registered email, or by posting an updated agreement).
- There will be an indication of the "Last Updated" date at the top for version control.
- Continued use of the Platform or holding of the tokens after the effective date of the changes will constitute acceptance of the new Terms. If you do not agree to the revised Terms, you should discontinue use of the Platform and may need to terminate your membership (as described in Section 11).

However, no modification or amendment to these Terms will apply to any dispute that arose prior to the effective date of the amendment unless expressly agreed by all parties involved in that dispute.

17.4 Separate Agreements for Specific Services:

It's possible that to use certain features of the Platform or to participate in certain offerings, you might have to agree to additional terms and conditions (for example, a specific token sale agreement if one occurs in the future, or terms of a staking program). In the event of any direct conflict between these general Terms and any specific terms for a particular service or event

(that you explicitly agree to), those specific terms will govern for that specific aspect, and these Terms will govern for all other aspects. We will try to clarify any such hierarchy in the specific agreement if it arises.

17.5 No Third-Party Beneficiaries:

These Terms are an agreement between you and DelNorte. Except as expressly provided herein (for example, Indemnified Parties under Section 10 have rights under the indemnification clause), there are no third-party beneficiaries to these Terms. This means no one else (such as another token holder or a partner of DelNorte) has rights to enforce these Terms on your behalf or against you.

17.6 Language:

These Terms are executed in the English language. Any translation is provided for convenience only. In the event of any inconsistency or differing interpretation between the English version and any translation, the **English version shall prevail** and be authoritative.

By agreeing to these Terms, you acknowledge that you have read and understood this entire document and agree that it constitutes the complete and exclusive statement of the agreement between us regarding your membership in the DelNorte token ecosystem.

18. Governing Law and Compliance

18.1 Governing Law:

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter, **shall be governed by and construed in accordance with the laws of the State of Delaware, USA**, without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would result in the application of the laws of a different jurisdiction. We choose Delaware law as a neutral law that is commonly used in corporate and commercial agreements, given its well-developed legal framework for business and contract law.

18.2 Jurisdiction for Non-Arbitration Disputes:

Subject to the arbitration clause in Section 13, which should govern most disputes, in the event that the arbitration agreement is found not to apply, or if a dispute is allowed to proceed in court despite the arbitration clause (e.g., a suit for injunctive relief or a claim in small claims court as permitted), **you and DelNorte agree to submit to the personal and exclusive jurisdiction of the state or federal courts located in Delaware, USA**. You and DelNorte waive any objection to venue in such courts and any claim that such proceedings have been brought in an inconvenient forum.

18.3 Regulatory and Legal Compliance by DelNorte:

DelNorte is committed to compliance with applicable laws and regulations. The token membership structure (DTVC and DTV with Reg S compliance) is designed to comply with U.S. securities laws by **ensuring tokens are not offered or sold to U.S. Persons absent**

registration or an exemption like Regulation S, and to comply with similar regulations in other jurisdictions. If any governmental or regulatory authority issues rules or guidance affecting the tokens or the Platform, DelNorte may need to make changes to the tokens or how they operate, and possibly to these Terms, to ensure continued compliance. You agree to cooperate with any compliance requests we may have (such as providing additional documentation or ceasing certain activities if required by law).

18.4 Your Compliance with Laws:

You represent and warrant that you will comply with all laws, rules, and regulations applicable to your use of the Platform, your tokens, and any activities under these Terms.

This includes, but is not limited to, laws related to securities, commodities, financial promotion, anti-money laundering, anti-corruption, sanctions, data protection, cybercrime, and tax.

Specifically:

- **No Illegal Use:** You will not use the tokens or Platform for any unlawful purpose, including, but not limited to, money laundering, terrorism financing, or other illicit activities.
- **Export Controls and Sanctions:** You shall not use, export, re-export, import, or transfer any part of the Platform or tokens except as authorized by United States law, the laws of the jurisdiction in which you obtained the token, and any other applicable laws. In particular, **you are not located in a sanctioned country and are not on a sanctions list, and you will not attempt to transfer tokens to such persons or entities.**
- **Securities Laws:** You will not engage in any activity that could be construed as a distribution of unregistered securities in violation of the law. If you are aware (or become aware) that you are a U.S. Person or have become one, you agree to notify DelNorte and you understand you may be restricted from swapping DTVC to DTV or participating further in membership activities to ensure compliance.
- **Taxes and Reporting:** As noted in Section 14, you are responsible for compliance with your local tax laws, but this is a part of overall legal compliance. You should report and remit any taxes required by law related to your activities with the tokens.

18.5 Government and Law Enforcement Inquiries:

If we are contacted by a government or law enforcement agency and asked to retain or disclose any of your information or to restrict access to the Platform or tokens, we may not be able to notify you. However, we will comply with legally valid requests and orders after verifying their authenticity. Additionally, if allowed, we may take actions such as notifying you or objecting on legal grounds if we believe a request is overbroad.

18.6 Reg S and Restricted Period:

As part of compliance with U.S. securities laws, you acknowledge that DTV tokens obtained under Regulation S cannot be resold to U.S. Persons or within the United States for a period of

at least **12 months** (the “distribution compliance period”) from the date of your acquisition, except pursuant to an effective registration statement or an available exemption. You agree not to engage in any hedging transactions with respect to the DTV tokens except in compliance with the Securities Act. **You also agree to comply with any reasonable procedures DelNorte puts in place to ensure compliance with these restrictions**, such as tagging of token addresses, use of restricted legends or smart contract restrictions, and providing certifications before any transfer.

18.7 Notices:

All notices or communications required or permitted under these Terms should be in English and in writing. DelNorte may provide notices to you via the email associated with your account (if you provided one), through the Platform (such as a notification on your user dashboard), or by posting on an official website or blog. You should direct notices to us at the email or physical address designated on our official website for legal or compliance inquiries (for example, a specific “Legal” contact email, or our registered agent if provided).

18.8 Headings and Interpretation:

Section headings in these Terms are for reference and convenience only and are not part of the agreement. They do not affect the meaning or interpretation of any provision. In these Terms, the words “including” and “include” mean “including, but not limited to.” Any ambiguities in these Terms shall not be construed against the drafter (which in this case is DelNorte) solely by virtue of that role.

18.9 Waiver:

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. **Any waiver by us of any provision of these Terms will be effective only if in writing and signed by an authorized representative of DelNorte.** If you fail to comply with the Terms and we do not take action immediately, we are not giving up any rights that we may have (such as taking action in the future).

18.10 Assignment:

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from DelNorte. Any attempted assignment without consent will be null and void. DelNorte may assign or transfer these Terms or any rights or obligations hereunder to any affiliate or successor (such as in the event of a corporate reorganization, merger, acquisition, or sale of assets) without your consent, provided that such assignment will not materially affect your rights under these Terms.

Regulation S Notice & Utility Token Position

DelNorte has chosen to structure DTV tokens under the Regulation S framework. This approach is taken purely as a precautionary measure and should not be interpreted as an admission that tokens constitute a security under U.S. law. Del Norte believes DTVC tokens are strictly membership access credentials, distinct from equity, profit-sharing, or investment interests.

19. Staking and Rewards

Del Norte may offer staking or participation rewards tied to the successful performance of real-world verification tasks. Specifically, rewards may be earned by verifying that property owner metadata matches authenticated municipal documents, including those retrieved via IPFS. Completion of such tasks strengthens ownership badges and supports data integrity across the ecosystem. The number of verifications required may scale with the size of the reward. DTVC holders who complete registration and swap to DTV, certain verified DTV holders, and eligible members of the public may all be permitted to participate.

20. Forward-Looking Information

This document, the Del Norte website, videos and related materials may reference future platform features or functionalities not currently available. Such references are provided for informational purposes only and do not constitute guarantees, promises, or investment advice. Del Norte makes no assurances regarding the timeline or outcomes of future services or upgrades.

References to current or future officers, advisors, or team members are informational and subject to change without notice. Statements about potential future developments, expansions, or partnerships are inherently forward-looking and subject to risks, uncertainties, and external factors beyond Del Norte's control, such as changes in regulations, global economic conditions, or geopolitical developments. Actual outcomes may materially differ from expressed or implied expectations.

Del Norte explicitly disclaims obligations to update any forward-looking statements except as required by law.

21. Third-Party Platforms Disclaimer

DTV tokens, post-registration and swap from DTVC, might be listed on third-party platforms outside the United States. Del Norte does not control these platforms, nor makes representations regarding token price, liquidity, availability, or future listings. Token listings are entirely at third-party platform discretion and are not endorsements or indicators of speculative value. The DTV token remains strictly a utility token within the Del Norte platform.

22. Binding Arbitration & Class Action Waiver

Users agree that disputes shall be resolved through binding arbitration rather than court proceedings. By using the services, users waive the right to trial by jury and participation in class-action lawsuits or class-wide arbitration. Arbitration proceedings shall be conducted in English, in a jurisdiction determined by Del Norte, by an arbitrator with relevant expertise. Arbitration outcomes are final and binding.

23. Privacy and Data Usage

Del Norte adheres to applicable data protection laws, including GDPR where applicable. Personal data collected may include user identification information necessary for providing services and improving user experience. By using the platform, users consent to such data collection and processing. Users may request data access or deletion by contacting Del Norte directly.

24. Limitations of Liability and Warranty Disclaimers

The platform and services are offered on an "as is" and "as available" basis without guarantees of any kind. DelNorte disclaims all express or implied warranties, including merchantability, fitness for particular purposes, and non-infringement. Users bear full responsibility for their technological and security measures.

Del Norte assumes no liability for indirect, consequential, special, punitive, or incidental damages resulting from platform usage or inability to use the services.

25. Severability & Updates

If any term is deemed unenforceable, it will be minimally modified to maintain enforceability without affecting remaining provisions. Terms may be revised periodically without prior notice; continued use implies acceptance of any changes.

26. No Solicitation

This document is strictly informational and does not constitute legal, financial, or investment advice. This is not a solicitation for U.S. persons or residents of crypto-restricted jurisdictions. By engaging with our platform, you confirm eligibility under local laws and acceptance of all stated terms.

Acknowledgment: By acquiring or holding DTVC or DTV tokens or otherwise using the DelNorte Platform, **you acknowledge that you have read these Terms in their entirety, understand your rights and obligations, and agree to be bound by these Terms.** If you have any questions about these Terms, you should contact us before proceeding.

Thank you for being a part of the DelNorte community. We look forward to building a secure, compliant, and innovative platform together with our members. If you do not agree to these Terms, you must refrain from using the Platform or participating in the token membership program. Otherwise, let's work together to revolutionize property management and public service interactions through blockchain technology in a lawful and responsible way.