

# Terms and Conditions

**Effective Date:** 10<sup>th</sup> November 2025

**Company:** DMSX Token LLC

**Registered Address:** 8 The Green, STE B, 19901 Dover, Delaware, United States

**Website:** <https://www.domus-x.io>

## Overview

DomusX (“**DomusX**”, “**Company**”, “**we**”, “**our**”, or “**us**”) operates an online platform at **domus-x.io** (the “**Website**”) that enables qualified investors to participate in **tokenized commercial real-estate investments** located in Germany.

Through the Website, investors may obtain information about and, where legally eligible, subscribe to the **DMSX Security Token**, a digital asset issued on the Ethereum blockchain under the **ERC-1400** standard. Each HVGL token represents a **contractual profit-participation right** in a professionally managed portfolio of German commercial real-estate properties.

This Website and the related token offering are operated exclusively by **DMSX Token LLC**, a Delaware-registered limited liability company, and are conducted under **exempt offerings pursuant to Regulation D and Regulation S** of the U.S. Securities Act of 1933, as amended. Tokens are offered **only to eligible investors and are not registered with the SEC or any other securities regulator**.

Use of this Website and participation in the token offering are subject to these Terms and Conditions (“**Terms**”). By accessing, browsing, or registering on the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms, together with any referenced documents including the **Private Placement Memorandum (PPM)**, the **White Paper**, and any applicable **Subscription Agreement**.

## 1. Definitions and Interpretation

In these Terms, unless the context otherwise requires:

“**Accredited Investor**” means an individual or entity meeting the definition in Rule 501 of Regulation D under the Securities Act of 1933.

“**Applicable Law**” means all U.S. federal and state laws, SEC and FinCEN regulations, and any foreign laws relevant to the offering.

“**DomusX Ecosystem**” means the set of technological, legal, and management structures supporting issuance, holding, and profit distribution for the DMSX token.

“**DMSX Token**” or “**Token**” means the ERC-1400-compliant digital security token issued by the Company representing contractual profit-participation rights.

“**Investor**” means any natural or legal person accepted into the Offering under Reg D or Reg S.

“**Offering**” or “**STO**” means the Company’s Security Token Offering described in the PPM and on the Website.

“**PPM**” means the Private Placement Memorandum governing the Token Offering.

“**Reg D Offering**” and “**Reg S Offering**” have the meanings assigned under the Securities Act of 1933.

“**Wallet**” means a compatible digital wallet capable of storing ERC-1400 tokens and communicating with the Ethereum blockchain.

Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa.

## 2. Legal Status and Contract Formation

2.1 These Terms constitute a binding legal agreement between you and DMSX Token LLC governing all use of the Website, including any token subscription, purchase, or interaction with blockchain interfaces provided through it.

2.2 By creating an account, completing KYC verification, signing any subscription or investment agreement electronically, or transferring payment to subscribe for DMSX tokens, you acknowledge that you are entering into a **legally enforceable contract** with the Company.

2.3 If any inconsistency arises between these Terms and the PPM or Subscription Agreement, the provisions of the **PPM shall prevail** for purposes of the investment.

2.4 These Terms do not constitute a solicitation or offer to sell securities to the general public and shall be interpreted strictly within the exemptions relied upon by the Company.

## 3. Eligibility and Investor Qualifications

3.1 Access to the Website and participation in the Offering are limited to:

(a) **Accredited Investors** in the United States under Rule 506(c) of Reg D; and

(b) **Non-U.S. persons** participating under **Reg S** who are located outside the United States at the time of subscription.

3.2 Each Investor represents and warrants that they:

- are at least 18 years of age and possess full legal capacity;
- are not a resident of any jurisdiction in which participation would be unlawful;
- have completed KYC/AML verification to the Company’s satisfaction;
- are acquiring Tokens for investment and not for resale or distribution in violation of securities laws.

3.3 The Company reserves the right to reject any subscription or Website registration without cause or explanation if eligibility cannot be verified.

3.4 Investors are solely responsible for ensuring compliance with all local securities and tax laws applicable to them.

## 4. Regulatory Framework and Disclaimers

4.1 The DMSX Token has **not been registered under the Securities Act of 1933** or under the securities laws of any U.S. state or foreign jurisdiction.

4.2 The Offering is made in reliance on exemptions under **Regulation D and Regulation S**. No other registration, qualification, or approval by any governmental authority is intended or implied.

4.3 Nothing on the Website constitutes:

- (a) an offer to sell or solicitation to buy any security to the general public;
- (b) investment, tax, or legal advice; or
- (c) a representation of guaranteed returns, liquidity, or future performance.

4.4 Any forward-looking statements are subject to uncertainties and actual results may differ materially.

4.5 Access from restricted jurisdictions (including sanctioned countries or where Reg S is not available) is prohibited, and users must not circumvent such geo-blocking or KYC restrictions.

## 5. Nature of the DMSX Security Token

5.1 Each DMSX Token represents a **contractual claim to a pro-rata share of net profits** derived from the DomusX real-estate portfolio as more fully described in the PPM.

5.2 The Token is **not a utility token, currency, or payment instrument**. It conveys no voting rights, no equity ownership, and no rights other than those expressly stated in the PPM and related documents.

5.3 The Token is issued on the **Ethereum blockchain** under the **ERC-1400 security-token standard**, embedding transfer restrictions, whitelisting, and compliance logic at the smart-contract level.

5.4 All Tokens are recorded on-chain; the blockchain record shall be deemed conclusive proof of ownership, subject to correction of manifest errors.

5.5 The Company reserves the right to amend smart-contract parameters for regulatory or operational reasons, provided no investor's economic rights are adversely affected.

## 6. Offering Structure and Documentation

6.1 The Offering comprises three stages — **Private Sale, Pre-Sale, and Public Sale** — as detailed in the PPM and White Paper, with respective pricing and hard-cap targets.

6.2 Each prospective investor must review and accept the PPM, Subscription Agreement, and these Terms prior to investment.

6.3 In the event of inconsistency:

- PPM prevails over all other documents;
- Subscription Agreement prevails over these Terms;
- Website content and marketing materials are strictly informational and non-binding.

6.4 The Company may modify the structure, timeline, or target amounts of the Offering subject to applicable law and disclosures to existing investors.

## 7. Token Issuance and Subscription Procedure

7.1 Subscription requires:

- (a) completion of identity verification (KYC/AML) through the Company's approved provider;
- (b) execution of the electronic Subscription Agreement;
- (c) payment of the subscription amount in accepted currency (USD, EUR, or designated stablecoin); and
- (d) designation of a compliant ERC-1400-compatible wallet.

7.2 Upon confirmation of cleared funds and verification, the Company will issue DMSX Tokens to the investor's whitelisted wallet via the Ethereum network.

7.3 Issuance dates and token allocations shall be final and reflected on the blockchain ledger.

7.4 The Company reserves the right to pause or delay issuance due to technical, compliance, or force-majeure circumstances without liability.

7.5 All subscriptions are **irrevocable once payment is confirmed**.

## 8. Purchase Price, Payment, and No-Refund Policy

8.1 The purchase price of each DMSX Token shall be as stated in the Offering materials for the relevant sale phase. Prices are denominated in Euro (EUR) but may be settled in USD or approved stablecoins at the prevailing exchange rate.

8.2 All payments must be made through channels designated by the Company. Funds transferred by any unapproved method or wallet may be rejected or held pending compliance review.

8.3 Subscriptions become binding upon the Company's receipt of cleared funds. Investors have **no right of withdrawal, cancellation, or refund** once payment is accepted, consistent with the no-refund provision in the PPM.

8.4 All transactions on the blockchain are irreversible. The Company is not responsible for errors in wallet addresses, gas-fee settings, or payment routing.

8.5 If payment fails or is reversed for any reason, the Company may cancel the subscription and reallocate Tokens without notice.

## 9. Transfer Restrictions and Holding Periods

9.1 DMSX Tokens are **restricted securities** subject to resale and transfer limitations under the Securities Act of 1933 and applicable regulations.

9.2 Tokens issued under **Reg D** may not be sold or otherwise transferred within **one year** of the issuance date, except to another accredited investor or as otherwise permitted by law.

9.3 Tokens issued under **Reg S** may not be offered, sold, or transferred to a U.S. person or within the United States during the restricted period specified in the PPM.

9.4 All transfers occur only between wallets listed on the Company's **whitelist** maintained through a smart-contract compliance registry. Unapproved wallets cannot receive or send HVGL Tokens.

9.5 Any attempted on-chain transfer in violation of these restrictions is void and may result in freezing of the Token or loss of transfer rights.

9.6 Investors acknowledge that secondary liquidity is **not guaranteed** and that the Company has no obligation to establish or maintain a trading market.

## 10. Investor Representations and Warranties

Each Investor expressly represents, warrants, and covenants that:

10.1 All information supplied during registration and KYC/AML verification is complete, truthful, and accurate.

10.2 They have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the Offering.

10.3 They are acquiring Tokens for investment purposes only and not with a view to resale or distribution in violation of any securities law.

10.4 They understand that investment in tokenised real estate involves substantial risk, including possible loss of the entire amount invested.

10.5 They have obtained their own tax, legal, and investment advice and have not relied on any representation by the Company or its affiliates except as expressly set out in the PPM.

10.6 They are not subject to any sanction, prohibition, or restriction administered by OFAC, the U.N., E.U., or U.K. authorities.

## **11. Risk Acknowledgment**

11.1 Investment in DMSX Tokens involves numerous risks, including but not limited to:

- (a) real-estate market volatility;
- (b) illiquidity of security tokens;
- (c) regulatory changes;
- (d) technological or smart-contract failures;
- (e) loss or compromise of private keys; and
- (f) economic under-performance of the underlying properties.

11.2 Past performance of real-estate assets does not guarantee future returns.

11.3 All forward-looking statements reflect current expectations and involve assumptions subject to change.

11.4 Investors should not participate unless they can bear a total loss of their investment.

## **12. Use of the Website and Prohibited Conduct**

12.1 You agree to use the Website only for lawful purposes and in accordance with these Terms.

12.2 You shall not:

- (a) use the Website to solicit, advertise, or promote unapproved offerings;
- (b) interfere with Website functionality, smart-contract logic, or any security mechanism;
- (c) circumvent or disable geolocation, KYC, or access-control systems;
- (d) upload or transmit malicious code;
- (e) use automated scripts, bots, or scrapers; or
- (f) harass or disrupt any employee, investor, or service provider associated with DomusX.

12.3 Violation of this clause may result in immediate termination of access, forfeiture of Tokens, and potential legal action.

## **13. Intellectual Property Rights**

13.1 All content on the Website — including text, graphics, trademarks, logos, videos, code, and design — is the property of DMSX Token LLC or its licensors and is protected by U.S. and international intellectual-property laws.

13.2 You are granted a limited, revocable, non-transferable license to access and view the Website solely for personal informational purposes.

13.3 You may not reproduce, modify, distribute, display, or use any content for commercial or derivative purposes without prior written consent.

13.4 “DomusX,” “DMSX,” and related marks are trademarks of the Company. All other names and marks belong to their respective owners.

## 14. Privacy and Data Protection Notice

14.1 Collection and processing of personal data are governed by the Company’s **Privacy Policy**, incorporated herein by reference.

14.2 By using the Website or participating in the Offering, you consent to the Company’s collection, use, and disclosure of personal information for:

- (a) identity verification and KYC/AML compliance;
- (b) investor accreditation and onboarding;
- (c) transaction processing and record-keeping; and
- (d) regulatory, accounting, and audit requirements.

14.3 Personal data may be transferred to and stored on servers in the United States or other jurisdictions with different data-protection regimes.

14.4 The Company employs commercially reasonable technical and organisational measures to safeguard data but cannot guarantee absolute security.

14.5 For further details or to exercise data-subject rights, contact the Privacy Officer at **legal@domus-x.io** (or other address designated in the Privacy Policy).

## 15. Anti-Money Laundering and Sanctions Compliance

15.1 DMSX Token LLC maintains an **Anti-Money Laundering (AML) and Know-Your-Customer (KYC)** program consistent with the U.S. Bank Secrecy Act, FinCEN regulations, and OFAC sanctions requirements.

15.2 All investors must complete KYC verification before subscription approval. The Company or its service providers may request additional documents, source-of-funds evidence, or enhanced due-diligence information.

15.3 The Company may refuse, freeze, or cancel any transaction or wallet if it believes the activity is suspicious, involves sanctioned persons, or violates AML laws.

15.4 Information obtained under this section may be disclosed to law-enforcement or regulatory agencies as required by law.

15.5 Failure to comply with AML/KYC requests constitutes a material breach of these Terms and may result in account suspension and forfeiture of investment rights.

## 16. Tax Liability and Reporting

16.1 Each investor is solely responsible for all applicable taxes, including income, capital-gains, withholding, or other tax obligations arising from token ownership or profit distributions.

16.2 DMSX Token LLC does not provide tax advice. Investors should consult their own tax advisors regarding the tax treatment of tokenized securities under their jurisdiction.

16.3 The Company may withhold taxes or issue information returns (e.g., Form 1099-DIV or K-1) as required under U.S. law.

16.4 The Company is not liable for double taxation, penalties, or missed filings resulting from an investor's failure to comply with tax laws.

## 17. Electronic Records and Signatures

17.1 By using the Website and related portals, you consent to the use of **electronic records and electronic signatures** under the U.S. ESIGN Act and the Uniform Electronic Transactions Act (UETA).

17.2 All agreements executed electronically through approved platforms shall have the same legal force and effect as a signed paper document.

17.3 You consent to receive all notices, confirmations, and statements electronically via the Website or email. You may withdraw this consent only by written notice and termination of participation in the Offering.

## 18. Security of Wallet and Private Keys

18.1 Investors are solely responsible for maintaining control and confidentiality of their blockchain wallets, private keys, and access credentials.

18.2 Transactions recorded on the blockchain are **irreversible**. The Company cannot recover lost Tokens or keys and bears no liability for unauthorized transfers, phishing, or hacking incidents involving non-custodial wallets.

18.3 Where the Company provides or recommends third-party custodial solutions, such services are subject to their own terms; the Company assumes no responsibility for losses resulting from custodial failures.

18.4 Investors should employ hardware-wallet or multi-signature security practices consistent with industry standards.

## 19. Suspension and Termination of Access

19.1 The Company may, in its sole discretion, suspend or terminate any user's access to the Website or revoke Token rights if:

- (a) the user violates these Terms or applicable law;
- (b) there is suspicion of money laundering, fraud, or sanctions breach;
- (c) information provided is false or misleading; or
- (d) regulatory requirements necessitate suspension.

19.2 Termination does not relieve the user of obligations accrued before termination, including payment or indemnification duties.

19.3 The Company shall not be liable for any losses arising from suspension or termination conducted in good-faith compliance with law.

## 20. Indemnification and Limitation of Liability

20.1 You agree to **indemnify, defend, and hold harmless** DMSX Token LLC, its members, officers, affiliates, and service providers from any claim, loss, or expense arising out of:

- (a) your breach of these Terms or of the Subscription Agreement;
- (b) your violation of any law or third-party right; or
- (c) your misuse of the Website or Tokens.

20.2 In no event shall the Company's total aggregate liability exceed the **subscription amount actually paid** by the investor.

20.3 The Company shall not be liable for any indirect, incidental, special, or consequential damages, loss of profits, data, or goodwill, whether in contract or tort, even if advised of the possibility of such damages.

## 21. Disclaimers of Warranties

21.1 The Website, smart-contract interfaces, and all related services are provided **"as is" and "as available."**

21.2 The Company disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement.

21.3 The Company makes no representation that the Website or blockchain operations will be uninterrupted, timely, or error-free.

21.4 No advice or information obtained from the Website or representatives shall create any warranty unless expressly stated in writing.

21.5 Some jurisdictions do not allow certain disclaimers, so specific exclusions may not apply to all users.

## 22. Force Majeure

22.1 The Company shall not be liable for any failure or delay in performance of its obligations under these Terms if such failure or delay results from events beyond its reasonable control, including but not limited to: acts of God, natural disasters, fire, flood, war, terrorism, civil unrest, strikes, embargoes, power outages, internet failures, blockchain network congestion, regulatory actions, or pandemics.

22.2 During a force majeure event, the Company's obligations shall be suspended for the duration of the event. Where performance becomes impossible, the Company may terminate affected obligations without liability.

## 23. Dispute Resolution and Governing Law

23.1 These Terms, and any dispute arising out of or relating to them, shall be governed by and construed in accordance with the **laws of the State of Delaware**, without regard to conflict-of-laws principles.

23.2 Any claim or controversy arising out of these Terms or any related transaction shall first be subject to **good-faith negotiation** between the parties.

23.3 If unresolved within thirty (30) days, the dispute shall be finally settled by **binding arbitration** administered by the **American Arbitration Association (AAA)** under its Commercial Arbitration Rules. The seat of arbitration shall be **Wilmington, Delaware**, and proceedings shall be conducted in English.

23.4 The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

23.5 **Class or representative actions are expressly waived.** Each party agrees to arbitrate only in its individual capacity.

23.6 Nothing in this clause prevents the Company from seeking interim injunctive or equitable relief in a court of competent jurisdiction.

## 24. Notices and Communication

24.1 All legal notices, communications, and requests shall be in writing and delivered by email or registered mail to:

**DMSX Token LLC**

Attn: Legal Department

8 The Green, STE B, 19901 Dover, Delaware, USA

Email: [legal@domus-x.io](mailto:legal@domus-x.io)

24.2 Notices to investors shall be deemed properly delivered when sent to the email address provided during registration or posted on the Website.

24.3 Investors are responsible for maintaining accurate contact details and promptly notifying the Company of any changes.

24.4 Updates to these Terms will be communicated via website posting, which constitutes sufficient notice under this clause.

## **25. Miscellaneous Provisions**

25.1 **Entire Agreement.** These Terms, together with the PPM, White Paper, and Subscription Agreement, constitute the full and final understanding between you and the Company, superseding any prior communications.

25.2 **Severability.** If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

25.3 **No Waiver.** Failure by the Company to enforce any right or provision shall not constitute a waiver of such right or provision.

25.4 **Assignment.** Investors may not assign or transfer any rights or obligations under these Terms without prior written consent. The Company may assign these Terms in connection with any merger, acquisition, or restructuring.

25.5 **Language.** These Terms are drafted in English, which shall be the governing language for interpretation. Translations are for convenience only.

25.6 **Survival.** Sections concerning liability, indemnity, dispute resolution, intellectual property, and transfer restrictions shall survive termination or expiration of these Terms.

25.7 **Updates.** The Company may amend these Terms from time to time to reflect regulatory, operational, or technological changes. Continued use of the Website following such amendments constitutes acceptance of the updated Terms.