

The form of the Agreement was approved
Founders' Decision No. 2 dated 24.07.2023
Dexnet Information Technology CO, registration number 993835,
registered at 1008 Conrad Business Tower,
Sheikh Zayed Road - Dubai, UAE.
E-mail: corp@dexnet.one

PUBLIC OFFER TO CONCLUDE PARTNERSHIP AGREEMENT

This Agreement is entered into between Dexnet Information Technology CO, registration number 993835, registered at 1008 Conrad Business Tower, Sheikh Zayed Road - Dubai, UAE., hereinafter referred to as "Operator", on the one hand, and any person of unlimited number who acquires the status of "Partner" in accordance with the terms of this offer, hereinafter referred to as "Partner", on the other hand, and together "the Parties", have entered into this Agreement as follows:

1. TERMS AND DEFINITIONS

1.1 Offer - this document. Publication (placement) of the public Contract, its text in the Internet, on the information resources of the "Operator" and (or) third parties, is a public offer to join, addressed to a wide range of people, in order to create a decentralized environment of Internet use.

1.2 Acceptance of the offer - full and unconditional acceptance of the offer by performing actions specified in this public offer. Acceptance of the offer creates a Contract between the Parties.

1.3 Information resources - Internet resources placed in the Internet, owned by the "Operator", or used by the "Operator" Internet resources of third parties on the basis of contracts, in order to provide reliable information on the terms and conditions of this Contract and fulfilment of obligations. This includes the website: www.dexnet.one where the goals, objectives and cost of the project realization are agreed with the "Partner".

1.4 Project - joint actions of the Parties to this Agreement, with the purpose of creation and functioning of DexNet ecosystem.

1.5. DexNet ecosystem - a global decentralized data centre, a platform with a closed local network of micro servers, which use 3 independent communication channels: Public Internet - for packet data exchange; DEXWAN - a closed digital communication channel between nodes (depending on the legal requirements of one or another state - the territory of the project implementation).

1.6. Operator - a commercial organization and its technical structures, which carry out network monitoring and functioning of the network environment, control certain ecosystem conditions that may require special attention to avoid deterioration of service quality. The Operator and its authorized persons carry out the technical implementation of the project.

1.7. Hardware - DexNode (Device) - physical device, micro server with bulk SSD and alternative communication channels. Specifications: SPU: 8-core Amlogic S912 Cortex, RAM: 4GB, SSD: 1Tb, Ethernet: RJ45, Wi-Fi Satellite system. The Operator reserves the right to change the technical characteristics of the device at its own discretion, in order to ensure the most efficient operation of the network, without prior notice.

1.8. Partner - an individual (eighteen (18) years of age or older and of full legal capacity) or a legal entity that has joined this Agreement as a form of business cooperation in order to realise the project objectives. Partner is the owner of DexNode, a device that provides the ecosystem with access to public internet and electricity. The Partner receives bonuses for maintaining the functioning of the ecosystem, provided by the terms and conditions of the ecosystem use.

1.9. Dexnet [DEX] ("DexNet Tokens") is a token based on Binance Coin blockchain, generated by DexNode.

1.10. Website - www.dexnet.one: this public offer to conclude partnership agreement (sale terms) is posted on the Operator's website, at the internet address www.dexnet.one.

2. SUBJECT OF THE CONTRACT

2.1. Under the present Agreement the Operator undertakes to render the following services to the Partner: sale of DexNet device, organize and conduct activities aimed at uninterrupted functioning of the ecosystem in accordance with the documentation describing the technological process and algorithm of functioning of DexNet ecosystem (White Paper), and the Partner undertakes to accept the terms and conditions of the public Agreement by purchasing the desired business cooperation package.

2.2. Payment for services in DexNet can be made both in USDT - an electronic analogy of US dollars, a stablecoin used in smart contracts.

3. CONTRACT CONCLUSION PROCEDURE

3.1. Publication (placement) of the text of this Agreement on the Internet, on the Operator's website at the address: www.dexnet.one is a public offer, of the Operator addressed to an indefinite circle of persons, to conclude this Agreement.

3.2. Conclusion of this Contract is made by means of Partner's accession to the Contract, by means of acceptance of the terms and conditions of the Contract in general, without any conditions, exceptions and reservations.

3.3. The Partner's acceptance of the terms and conditions of this Agreement is the Partner's purchase of the ordered equipment or business cooperation package agreed with the Operator in the order.

3.4. This Agreement, provided that the procedure of its acceptance is observed, shall be deemed to be concluded in a simple written form.

3.5. By clicking the purchase button, you are placing a binding order for the Products/Business cooperation package, confirming that you accept the public offer to conclude partnership agreement - sale terms - and that you agree to fully comply with them.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 Upon confirmation of payment for the relevant business cooperation package or equipment, the Operator and the Partner jointly undertake to:

4.1.1 Contribute to the stable, secure functioning of the DexNet ecosystem by fulfilling the technical conditions imposed on the owners of the DexNode device. The Operator guarantees the technical capability to use the device.

4.1.2 Organize execution of Partner's requests for registration data for interaction with the DexNet ecosystem, filled in the Operator's web-form, valid at the moment of business cooperation or equipment purchase (received once from the Partner).

4.1.3 Organize and conduct activities aimed at preparation of the Partner for interaction with the DexNet ecosystem and bringing them in compliance with the Technical Conditions.

4.1.4. Provide connection of the Partner to use the equipment in the DexNet ecosystem, in case of compliance with Technical Conditions and availability of registration data required for interaction.

4.2 The Operator is obliged to:

4.2.1 Notify the Partner about changes in the terms and conditions of this Agreement, cost of equipment and business cooperation packages, by posting information on the Operator's official website www.dexnet.one and in official channels, at least 10 (ten) days prior to the effective date of such changes.

4.2.2 Provide the Partner with complete and reliable information on the product, the business cooperation packages and technical conditions of equipment use.

4.2.3 Not to disclose confidential information and data provided by the Partner in connection with acceptance of this Agreement. At the same time, all personal information about the Partner, as well as information related to business activities, which became known to the Operator in the course of the Agreement execution, is considered confidential and shall not be disclosed to third parties without the Partner's permission.

4.2.4 Guarantees payment of bonuses to equipment owners for ensuring uninterrupted operation of DexNode devices. The number of bonuses varies depending on the number of simultaneously working devices and is calculated according to the order established by technical conditions.

4.2.5 Distribution takes place in proportion to each participant's share in the pool.

4.2.6 Provide communication services to ensure the operability of the DexNet ecosystem, in accordance with the current legislation of the country where it operates, the terms and conditions of the Agreement, as well as the licenses available to the Operator.

4.2.7. To issue DexNet tokens, for the purpose of paying bonuses for ensuring uninterrupted operation of DexNode devices and payment for services deployed in DexNet.

4.3 The Operator has the right to:

4.3.1. Use the services of individuals and legal entities, for the purpose of timely and qualitative fulfilment of obligations under this Agreement.

4.3.2. Enter into agreements, open representative offices and other business entities affiliated to the Operator on the territoriality of the Operator's activities, as a technical partner in the region defined by the Operator.

4.3.3 Entrust the distribution of the DexNet ecosystem in a particular region to third parties by granting appropriate authorizations.

4.3.4. To postpone the terms of service provision or to refuse (cancel) the performance of services in any part thereof by notifying the Partner not later than 1 (one) month prior to the service provision term by personal message or via electronic channels of mail, voice and/or video communication. In case of proper notification of the Partner, the Operator shall not be recognized as violating the terms and conditions of this Agreement.

4.4 The Partner undertakes:

4.4.1 Fully familiarize himself/herself with the Product, the Offer, technical specifications and terms of business cooperation before paying for the equipment and/or business cooperation package. The payment is proof of acceptance of this agreement.

4.4.2 Provide true information about the Partner when activating a personal account and agreeing on business cooperation issues. Keep the information up to date for the whole period of interaction with the Operator.

4.4.3 Provide the Operator with all information and data required to start using the equipment and/or start business cooperation.

4.4.4 Pay in time and in full the cost of the equipment and/or business cooperation package according to this Agreement.

4.4.5. Not to disclose confidential information and other data provided by the Operator in connection with execution of this Agreement.

4.5 The Partner has the right to:

4.5.1. Demand from the Operator proper fulfilment of obligations under this Contract, including prompt solution of technical problems for unimpeded operation of the equipment and/or realization of business cooperation conditions.

4.5.2. Receive bonuses for ensuring network operation, pay for the services deployed in DexNet with DexNet tokens, including exchange of received tokens for USDT.

4.5.3. Use information, materials and equipment received from the Operator at his own discretion and under his own property responsibility, subject to restrictions set forth in this Agreement and legislation.

4.5.4. The Partner has the right to terminate operation of the equipment and/or business cooperation with the Operator at any time, for any reason, without giving any reasons. In this case the amount of Partner's funds shall not be refunded.

5. TERMS AND CONDITIONS OF DEXNODE DEVICE PURCHASE

5.1 The terms and conditions of equipment (DexNode device) purchase are stipulated by this Agreement and are also available on the Operator's official website at: www.dexnet.one.

5.2 The Partner is given an opportunity to purchase the equipment (DexNode device) as an independent physical device (on general terms and conditions) or as a part of package in accordance with the terms and conditions set forth in this Agreement.

5.3 Purchase of equipment within the framework of the business cooperation package shall be made on the basis of settlement and payment documents of the business cooperation package with the Operator.

5.4 The terms of warranty service of the equipment and its procedure shall be established by the Operator, but may not be less than the terms established by the legislation.

5.5 The equipment may be used by the owner for personal, family, household purposes, as well as for entrepreneurial activity, in accordance with the procedure and on the terms and conditions of clause 4.5.3 of this Contract.

5.6 In order to attract partners and increase demand for the Operator's services, the Operator has the right to provide discounts on the equipment purchased to the Partner, the procedure of which is determined by the Operator, taking into account the norms of the current legislation.

5.7 Warranty conditions are an important part when using a node. In this section we will explain the main aspects of the warranty, its terms and conditions.

5.7.1. Warranty period: It comes with a 1-year warranty from the date of receipt.

5.7.2. What does the warranty include: The warranty applies to the hardware as a whole, including the hardware part of the node. This means that in case of identified defects or malfunctions, the manufacturer guarantees free repair or replacement of components.

5.7.3. Warranty Terms: In order for the warranty case to be recognized as valid, certain conditions must be met:

A. You cannot disassemble the device yourself or use unauthorized software.

B. An undamaged seal on the node must be present. If, upon receipt of the node, the seal was damaged as a result of transportation, it is necessary to inform the support service.

5.7.4. How to issue a warranty case: In case of problems with the node, you need to contact the support service. At the same time, it is important to provide all the necessary data and describe the problem in as much detail as possible. The warranty does not cover careless handling of the device, which caused mechanical damage.

6. COST AND PAYMENT PROCEDURE

6.1 The cost of equipment (DexNode device), including the amount of payment for business cooperation packages selected by the Partner, is specified on the website of the Operator or its technical partners.

6.2 The cost of the equipment and business cooperation packages shall be specified in USDT - an electronic analogy of US dollars.

6.3 Partner's bonuses to be paid out are accounted for by the Operator's billing system (automated settlement system). The information of the Operator's billing system is the only and sufficient basis for mutual settlements of the Parties and is not subject to proof by the Operator.

6.4. Each order must be paid in advance of delivery by payment method offered on the Website. We are not obliged to deliver any Product to you before we have received the full payment for the Product.

7. DELIVERY

7.1 The costs of delivery or the threshold for free delivery will be displayed to you on our Website.

7.2 The Products will be delivered to the delivery address you specify in your order. Please make sure you provide the correct delivery address and contact details, as incorrect shipping instructions may delay the delivery of the shipment and we may have to bill you for a second delivery attempt or even miss the shipment.

7.3 If it is not possible for us to ship the Products within the delivery period mentioned on our Website, we will inform you thereof and allow you to terminate the Contract, in which case any payment made to us will be refunded.

7.4 Risk of loss or damage to the products passes to you when the products are delivered to your address or collected from our offices.

8. THE RIGHT TO WITHDRAW

8.1 As a consumer, you have the right to withdraw from a contract without explanation, within seven (7) days, provided that the Products have not been opened and the packaging is in its original condition. You have seven (7) days after the day you (or someone you nominate) receive the Products. You have a further seven (7) days to send the Products back to our address, with the delivery costs in your responsibility. Given the Products which you return be without any damage, after our inspection concluded, we will refund your payments within (14) days after we receive your withdraw request.

8.2. You may also cancel an order that you purchase before it is packaged. In this case, we will refund your payments within (14) days after we receive your cancellation request.

8.3. However, the specific time until you receive the refund depends on your payment bank.

9. MALFUNCTION OF THE PRODUCT OR SERVICE

9.1 In the event that a malfunction is found in the Product or Service, we shall repair or replace the same without charge, in accordance with what is specified by the Implementing Regulation of The New Federal Law No. 15 of 2020 Regarding Consumer Protection.

9.2. If the Product you purchase do not operate well or are not functional due to a manufacturing defect, you can request for replacement within fourteen (14) days after your receipt of the Products or repair within warranty period in accordance with our Warranty Policy. Please Contact Us and we will arrange for the faulty Product to be returned to us for evaluation. If the test result shows the Product to be defective or faulty after our inspection, we may in accordance with United Arab Emirates consumer law either repair or replace them. If no fault is found, the Product will be returned to you and we shall be entitled to charge related shipping cost from you.

9.3. If the same Malfunction in the Product is repeated three (3) times during the first year from the date on which you receive it, in a way that substantially affects the quality of the functional performance of the Product, we shall replace it at no cost with a new one of the same type and specifications, or recover it and refund its value.

9.4. Kindly note that the following issues/problems will not constitute “manufacturing defects” and will not entitle you to any repair or replacement:

- (a) Defects arising from normal wear and tear;
- (b) Defects resulting from any unauthorized alteration or repair of the Product;
- (c) Damages to the Product caused by misuse or abuse;
- (d) Damage from failure to operate the Product in terms of the manufacturer’s instructions;
- (e) Damage caused by operating the Products with accessories that are not from the manufacturer;
- (f) Any/all defects excluded from the manufacturer’s warranty policy.

9.5 Kindly do NOT accept delivery of any Product that is visibly damaged. Should you accept a Product and thereafter determine that the Product is damaged, kindly report this to us within twenty-four (24) hours, so that we can assess if the Product damage arose after delivery.

9.6. Under no circumstances will we be held liable for any damage arising from any of the issues listed on article 9.4.

10. RESPONSIBILITY OF THE PARTIES

10.1 The Operator's responsibility zone is established up to the point of connection of the Partner to the DexNet ecosystem. The Partner's area of responsibility is the point of connection to the user equipment ensuring uninterrupted functioning of the DexNet ecosystem.

10.2. The Partner independently provides and bears responsibility for safety and protection of his authentication data, his software and hardware when using the equipment and ecosystem.

10.3. In case a Partner commits intentional actions that lead to disruption of the ecosystem network functioning, the Operator has the right to demand compensation for the losses caused by the Partner.

10.4 The Operator shall not be liable:

- for the quality, content, compliance with the current legislation of the information transmitted and received by the Partner through the decentralized Internet ecosystem;
- for any losses, including lost profit, which may arise due to direct or indirect use of the Operator's services or the ecosystem as a whole;
- for traffic spent in case the Partner's equipment is infected by malicious programs;
- for functioning and availability of separate segments of the DexNet ecosystem;
- for interruptions in the provision of Operator's services or deterioration of their quality, which occurred through no fault of the Operator (power outage, repair works of a third party, not initiated by the Operator, etc.);
- for interruptions in service provision or deterioration of its quality, which occurred during preventive and repair works carried out by the Operator, if the Partner was warned about them at least one day in advance via the Operator's website.

10.5 The standard term for elimination of major failures is 5 (five) working days. In case of increase of time for elimination of ecosystem failures, the Operator is obliged to notify the Partner about approximate terms of restoration of operability.

11. FORCE MAJEURE CIRCUMSTANCES

11.1 The Parties shall be released from liability for failure to fulfil their obligations under this Agreement in case of force majeure or other circumstances beyond the control of the Parties and affecting the fulfilment of the Parties' obligations under this Agreement, if within 10 (ten) days from the date of occurrence of such circumstances and if there is a connection, the Party affected by them notifies the other Party of their occurrence.

11.2 Force majeure circumstances are recognized as: natural disasters, riots, strikes, military actions, accidents at power supply companies, entry into force of legislative acts, governmental decrees, orders of state or municipal bodies, HOA or organizations operating the housing stock, directly or indirectly prohibiting the activities specified in this Agreement or preventing the performance of obligations under this Agreement, suspension or delay of services or systems failure due to reasons beyond our reasonable control such as hacker or cyber-attacks, technical adjustments or failure of the telecommunications equipment etc.

12. GOVERNING LAW AND DISPUTE RESOLUTION PROCEDURE

12.1 This Agreement (Sale Terms) shall be exclusively governed by laws of United Arab Emirates. However, nothing in these Sale Terms shall deprive you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law where you have your habitual residence. The courts of Dubai shall have exclusive jurisdiction on these Sale Terms.

12.2 In case of non-fulfilment or improper fulfilment by the Operator of its obligations under the Contract, the Partner is obliged to send a written motivated claim to the Operator with a copy of the documents necessary for consideration of the claim before going to court. The Partner's claim shall be considered by the Operator within 30 days from the date of claim registration.

12.3 Claims and complaints may be sent to the Operator's technical Partner in the regions of presence and also to the Operator's contact data provided at the beginning of this document.

13. FINAL PROVISIONS

13.1 These Sale Terms are binding and enforceable against every person that accesses or uses the Website.

13.2 By using the Website, you confirm that you accept the public offer to conclude partnership agreement - sale terms - and that you agree to fully comply with them, along with The Terms of use, User Agreement and the other website terms, so that you are aware of your rights and obligations.

IF YOU DO NOT AGREE TO THESE SALE TERMS, YOU MUST NOT USE OUR WEBSITE. Your continued use of the Website shall be deemed as your acceptance and clear understanding of the Product, Services, and Sale Terms and all other policies associated with the Website.

13.3 We may update this Agreement from time to time and notify you of such changes by any reasonable means. If you do not agree with the updated Agreement, you should cease using the Website/our services immediately, otherwise your continued use of the Website/our services will constitute your acceptance of the updated Sale Terms.

13.4 By using the Website you warrant that you are eighteen (18) years of age or older and of full legal capacity. If you are under the age of eighteen (18) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Sale Terms and to be liable and responsible for you and all your obligations under these Sale Terms.

13.5 If you have a complaint about the performance of the Contract or other services, we provide in relation to the Products you purchased, you may contact us at info@dexnet.one.