

# Terms of Use

This application and its content (" PRODOMOS UTILITY TOKEN PLATFORM") refers to the application "Prodomos Wallet", which is controlled and operated by the PRODOMOS UTILITY TOKEN PLATFORM itself.

These Terms of Use are intended to define the rules to be followed for the use of the PRODOMOS UTILITY TOKEN PLATFORM ("Terms of Use"), in accordance with data protection laws such as LGPD/Brazil, GDPR/Europe and other laws on the subject.

**DEAR USER, IT IS VERY IMPORTANT THAT YOU READ THE FOLLOWING TERMS:**

**TO USE THE PRODOMOS UTILITY TOKEN PLATFORM, YOU NEED TO COMPLY WITH THESE TERMS OF USE, FULLY RESPONSIBLE FOR ANY AND ALL ACTS COMMITTED BY YOU ON THE PRODOMOS UTILITY TOKEN PLATFORM OR IN RELATED SERVICES. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS SET OUT BELOW, YOU MUST NOT USE THE PRODOMOS UTILITY TOKEN PLATFORM. YOU ALSO AGREE TO THE TERMS DESCRIBED IN OUR PRIVACY POLICY.**

If you would like to give us any feedback on the PRODOMOS UTILITY TOKEN PLATFORM, have questions or need to address any matter related to these Terms of Use, please contact us at [contato@prodomos.online](mailto:contato@prodomos.online).

## 1. USER PREVIEW INFORMATION

1.1. Users who keep their assets in custody have the right to receive a series of information about the transactions made, the occurrence of events and/or the position of their assets and the statement of movement of their portfolio. In particular, for this application, the user will keep their virtual assets "Prodomos Utility token" within their digital wallet "Prodomos Wallet", whose functions and tools will be set out in these Terms of Use.

1.2. THE PRODOMOS UTILITY TOKEN PLATFORM is not a cryptocurrency broker (exchange), so it *is not responsible for the destination of tokens allocated in the user's wallet*.

1.3. Brokers or distributors, as intermediaries of operations, and agents and providers of custody services are the main responsible for sending and making available the information to their holders.

1.4. THE UTILITY TOKEN PLATFORM offers its users the service of service, through the Internet, through which they have access to all the information mentioned above, among others.

1.5. The careful reading of all information is of fundamental importance for the monitoring and conference of your balance and transactions carried out. If you are unable to access any of the information or view any movement that has not been authorized or inaccurate balance, the user should contact the call center, through chat within the application itself "Prodomos Wallet".

1.6. The advance of operations with digital currencies, cryptocurrencies, and new application modalities that emerge in the world with blockchain technology, have led government agencies to update themselves on the subject. In this sense, the Central Bank of Brazil (BC) and the Brazilian

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Securities and Exchange Commission (CVM) of the same country issued simultaneous alerts on cryptotransactions. The two main institutions of regulation and supervision of securities and use of currencies in Brazil (BC and CVM) released notices pointing out "risks", both in the purchase and sale of coins and in the adhering to the supply of currencies, similar to what is done with shares on the stock exchange. BC and CVM list since loss of all capital, use for illicit purposes, such as money laundering, and high volatility, in addition to associating the pyramids, which are based on network of participants with promise of gains. (link to CVM alerts: <https://www.gov.br/cvm/pt-br/assuntos/protecao/alertas>).

1.7. Both bodies, mentioned above, warn of a lack of guarantee on the amounts applied, which can lead to the loss of all capital. They also cite the risk of use in illicit business. The CVM listed the dangers to those who operate with cryptocurrencies, including money laundering and pyramids, cyber attack and high asset volatility. "Companies that trade or keep so-called virtual currencies on behalf of users, natural or legal persons, are not regulated, authorized or supervised by the Central Bank of Brazil," warns bc.

1.8. Considering the growing interest of economic agents (society and institutions) in the so-called virtual currencies, the Central Bank warns that they are neither issued nor guaranteed by any monetary authority, so they are not guaranteed conversion to sovereign currencies, nor are they backed by real assets of any kind, leaving all risk with the holders", says bc's communiqué 31,379. "Its value stems exclusively from the trust conferred by individuals to its issuer," the institution adds. CVM followed a similar line, admitting that it follows "technological innovations in the global and Brazilian financial markets" and seeks to understand "associated benefits and risks." (Central Bank Alert: <https://www.bcb.gov.br/Comunicadonumero31379>).

1.9. Moreover, in Brazilian legislation there is still no provision for regulation on trading and concept of cryptocurrencies, however there are definitions and guidelines of the supervisory bodies mentioned above. With regard to cvm's understanding, utility tokens not considered securities because they are not provided for in the list of Article 2 of the Securities Act, as well as do not deal with income, dividends or holdings in companies, or other elements that would configure securities. Utility tokens can be exchanged for benefits, other cryptocurrencies, fiduciary money or assets in general, so they do not characterize securities. Since this time, it is understood that the Prodomos Utility Token is not subject to CM regulations.

1.10. Finally, U.S. (U.S.) legislation also does not deal with cryptocurrencies, as well as the SEC's non-understanding of the utility token whether or not it is characterized by securities.

**1.11. By continuing and using the platform, the user is aware of the information provided above, as well as the risks involved in transactions involving digital assets.**

## 2. THE PRODOMOS UTILITY TOKEN PLATFORM

2.1. THE PRODOMOS UTILITY TOKEN PLATFORM is a platform with Digital Wallet ("Wallet"), in which users can trade their tokens in a decentralized way, through the platform "PRODOMOS UTILITY TOKEN".

2.2. Suspension. PLATAFORMA PRODOMOS UTILITY TOKEN reserves the right to suspend or cancel, at any time, your access to the application in case of suspected fraud, obtaining benefit or advantage unlawfully, or for failure to comply with any conditions set forth in these Terms of Use,

the Privacy Policy or applicable legislation. In such cases, no indemnification will be due to you, and the PRODOMOS UTILITY TOKEN PLATFORM may promote the competent return action if necessary, as well as take any other necessary measures to pursue and safeguard your interests.

2.3. Emergence and proposal of the PRODOMOS UTILITY TOKEN PLATFORM. Prodomos Utility Token has emerged to be a new option for the traditional market, taking advantage of decentralization, reuniting the confidence of blockchain technology and security in the metal-based asset, such as Gold, and its extraction capacity.

2.4. PRODOMOS UTILITY TOKEN PLATFORM Application. It is a wallet used for P2P (peer-to-peer) transactions with security and online statement, being able to send tokens, receive tokens, favorite your friends, and receive benefits, also, it is possible to display balances, quotation, provide proof of transactions and receive educational news about the PLATFORM PRODOMOS UTILITY TOKEN.

2.4.1. Users store their tokens in the PRODOMOS UTILITY TOKEN PLATFORM Wallet and use the functionalities that the application offers, emphasizing that the token has its quotation subject to market volatility based on various variables and conditions.

2.4.2. Wallet. Wallet or digital wallet is a mechanism that allows you to store token and cryptoassets and make transfers using your computer or mobile phone. It is software or hardware that allows a user to save their amount in cryptocurrency, and may also have other forms such as: "paper wallets" and "hard wallets". Also, in the PRODOMOS UTILITY TOKEN PLATFORM users have access to means of payment (cryptoactive or not) and the function of sharing *links* to invite new users.

2.5. The decentralized character of the PRODOMOS UTILITY TOKEN PLATFORM. The cryptocurrency Prodomos Utility Token operates within blockchain technology, this means that transactions do not depend on validator body, because validations can be made by any member within this blockchain. Furthermore, blockchain is a technology that allows transactions to be transparent and auditable, thus ensuring the security and freedom of users of the PRODOMOS UTILITY TOKEN PLATFORM.

### 3. ACCESS TO THE PRODOMOS UTILITY TOKEN PLATFORM

3.1. Access. To access the PRODOMOS UTILITY TOKEN PLATFORM and use its features it is necessary to register. To register, the user will provide personal information, which will be treated as described in our Privacy Policy. To learn more about the privacy of your personal information on the PRODOMOS UTILITY TOKEN PLATFORM, please visit our Privacy Policy at this link: [https://prodomos.online/en/documents/privacy\\_policy\\_prodomos](https://prodomos.online/en/documents/privacy_policy_prodomos).

3.2. To use the PRODOMOS UTILITY TOKEN PLATFORM, the user must possess full capacity for the acts of civil life, this means over 18 (eighteen) years of age or emancipated and fully capable of practicing the acts of civil life or the absolutely or relatively incapable properly represented or assisted.

3.3. Ownership. From the registration, the user will be the holder of an account that can only be accessed by him. If the PRODOMOS UTILITY TOKEN PLATFORM detects any account made from false information, by users who, for example, do not have the minimum age allowed, this account will be automatically deleted.

3.4. Update of Information. From now on, the user undertakes to keep their personal information up to date every 06 (six) months. The user also agrees that they will keep their login and password safe

and out of the reach of third parties and will not allow their account on the PRODOMOS UTILITY TOKEN PLATFORM to be used by others. In this way, the user is responsible for all actions performed on his/her account, as well as for attacks that may suffer for his carelessness or non-compliance with the terms of these terms or in our privacy policy.

3.5. Connection via Third Parties. Alternatively, the PRODOMOS UTILITY TOKEN PLATFORM may offer you the possibility to register through your account of third-party services, such as marketplace, banks, etc., but only when fully approved and approved by cybersecurity team. In this case, the user authorizes the PRODOMOS UTILITY TOKEN PLATFORM to access, store and use the information provided by third parties in order to create their account on the PRODOMOS UTILITY TOKEN PLATFORM.

3.6. Express consent. By reading these terms, you are expressly agreeing to and consenting to these terms of use, our privacy policy, so that the data and personal information provided to the PRODOMOS UTILITY TOKEN PLATFORM may be collected and processed as described in these terms or in the privacy policy.

#### **4. RIGHTS OF THE PLATFORM PRODOMOS UTILITY TOKEN ON THE APPLICATION**

4.1. All rights relating to the PRODOMOS UTILITY TOKEN PLATFORM and its functionalities are the exclusive property of the PRODOMOS UTILITY TOKEN PLATFORM, including with respect to its texts, images, layouts, software, codes, databases, graphics, articles, photographs and other content produced directly or indirectly by the PRODOMOS UTILITY TOKEN PLATFORM (" PRODOMOS PLATFORM Content UTILITY TOKEN"). The CONTENT OF THE PRODOMOS UTILITY TOKEN PLATFORM is protected by copyright and intellectual property laws. It is forbidden to use, copy, reproduce, modify, translate, publish, transmit, distribute, perform, upload, display, license, sell or reverse engineer the PRODOMOS UTILITY TOKEN PLATFORM Content for any purpose, without the prior and express consent of the PRODOMOS UTILITY TOKEN PLATFORM. Any unauthorized use of the PRODOMOS UTILITY TOKEN PLATFORM Content will be considered as copyright and intellectual property infringement of the PRODOMOS UTILITY TOKEN PLATFORM.

#### **5. INTELLECTUAL PROPERTY ON THE SOFTWARE AND MATERIALS MADE AVAILABLE**

5.1. Intellectual Property. For us at THE PRODOMOS UTILITY TOKEN PLATFORM, the quality of the materials made available to the user is of paramount importance. Their creation is the result of hard work, financial investments and dedication from our developers, researchers and scientists. Therefore, we reaffirm that the PRODOMOS UTILITY TOKEN PLATFORM guarantees that all rights, title and interest (including, but not only, copyright, trademarks and other intellectual property rights) over the service provided by us will remain under the ownership of the PRODOMOS UTILITY TOKEN PLATFORM.

5.2. Non-acquisition of Rights. The user will not acquire any ownership rights in the services and content of the PRODOMOS UTILITY TOKEN PLATFORM, except where expressly granted in these Terms of Use.

5.3. Download Content. It is forbidden for the user to download our content in order to store it in a database to offer to a third party other than the user himself. It is also denied that the content made available by us is used to create a database or service that can compete in any way with our business.

(according to The General Law for the Protection of Personal Data (LGPD/Brazil) and the GDPR/Europe).

## 6. COMPLAINTS ABOUT COPYRIGHT INFRINGEMENT

6.1. Claims that this is a copyright infringement of any content available on the PRODOMOS UTILITY TOKEN PLATFORM should be forwarded via [email\\_atendimento@prodomos.online](mailto:email_atendimento@prodomos.online).

## 7. USER RESPONSIBILITIES AND PLATFORM PRODOMOS UTILITY TOKEN

7.1. Responsibility for Use. You are solely responsible for the use of the PRODOMOS UTILITY TOKEN PLATFORM and must comply with the rules of these Terms of Use, as well as the legislation applicable to the PRODOMOS UTILITY TOKEN PLATFORM, as defined in our Privacy Policy, see the link: [https://prodomos.online/en/documents/privacy\\_policy\\_prodomos](https://prodomos.online/en/documents/privacy_policy_prodomos).

7.2. Liability for Any Damages. THE PLATFORM PRODOMOS UTILITY TOKEN, its controller, its affiliates, partners or employees will not, under any circumstances, be liable for direct or indirect damages resulting from use or the inability to access or use the PRODOMOS UTILITY TOKEN PLATFORM or that are related to access, use or inability to access or use the PRODOMOS UTILITY TOKEN PLATFORM.

7.3. Non-Accountability. In view of the characteristics inherent to the internet environment, the PRODOMOS UTILITY TOKEN PLATFORM is not responsible for interruptions or suspensions of connection, incomplete or failing computer transmissions, as well as technical failure of any kind, including, but not limited to, the electronic malfunction of any network, hardware or software. The unavailability of internet access or the PRODOMOS UTILITY TOKEN PLATFORM and its partners, as well as any incorrect or incomplete information about the PRODOMOS UTILITY TOKEN PLATFORM and any human, technical or other failure in the processing of the prodomos utility token platform information will not be considered the responsibility of the PRODOMOS UTILITY TOKEN PLATFORM. THE PRODOMOS UTILITY TOKEN PLATFORM disclaims any responsibility arising from the above-mentioned facts and/or acts.

7.4. Loss of Tokens. PLATAFORMA PRODOMOS UTILITY TOKEN and its suppliers or distributors will not be liable for loss of tokens, loss of revenue, loss of data, financial losses or indirect, special, consequential, exemplary or punitive damages, except in the cases provided by law.

7.5. Maintenance. It is the user's entire responsibility to keep the environment of his device (computer, mobile phone, tablet, among others) safe, with the use of available tools, such as antivirus, firewall, among others, in order to contribute to the prevention of electronic risks.

7.6. External Links. It is possible that the PRODOMOS UTILITY TOKEN PLATFORM may contain links to third-party websites and applications, as well as have integrated technologies. This does not imply in any way that the PRODOMOS UTILITY TOKEN PLATFORM endorses, verifies, warrants or has any connection with the owners of these sites or applications, and is not responsible for its content, accuracy, policies, practices or opinions. THE PRODOMOS UTILITY TOKEN PLATFORM **recommends that you read the terms of use and privacy policies of each third-party website or service that the user will visit or use.**

7.7. PRODOMOS UTILITY TOKEN PLATFORM does not guarantee earnings, profits or income related to "Prodomos Utility Token" tokens.



## 8. PRODOMOS UTILITY TOKEN TRADING

### 8.1.FROM TRADING ON EXCHANGE

- a. The private legal entity that exercises the custody, intermediation and trading of cryptoassets (cryptocurrencies, tokens, NFTs, etc.) is considered "exchange".
- b. The negotiations made with the digital asset Prodomos Utility Token through Exchange are the responsibility of Exchange itself, as well as the user himself, so that the UTILITY TOKEN PLATFORM is not responsible for the operations performed within the Exchange.
- c. If there is any doubt about the procedure to be performed when framed in the situation described in the above item, the user can contact [contato@prodomos.online](mailto:contato@prodomos.online) or deal directly with Exchange in which the operation was performed.

### 8.2.PEER-TO-PEER (P2P) TRADING.

- a. Peer-to-peer (P2P or peer-to-peer) transactions are considered to be transactions in the transfer of digital assets between users' wallets, without the intermediary of the UTILITY TOKEN or Exchange PLATFORM.
- b. **IN CASES WHERE DIGITAL ASSETS ARE TRADED PRODOMOS UTILITY TOKEN IN PEER-TO-PEER MODE, THE UTILITY TOKEN PLATFORM IS NOT RESPONSIBLE FOR THE NEGOTIATIONS, AGREEMENTS OR OTHER COMBINED AGREEMENTS PERFORMED BETWEEN USERS, IN VIEW OF NOT HAVING CONTROL OF THESE OPERATIONS, SO USERS WHO BUY, EXCHANGE OR NEGOTIATE PRODOMOS UTILITY TOKEN IN POINT-TO-POINT MODE, THEY MUST CONTACT DIRECTLY WITH THE USER WHO MADE THE TRANSFER.**
- c. In case of doubts about the procedure to be performed in the case of the above item, the user can contact us by e-mail [contato@prodomos.online](mailto:contato@prodomos.online).

### 8.3.ACQUISITION OF PRODOMOS UTILITY TOKEN BY THE APPLICATION "PRODOMOS WALLET"

- a. Users can purchase prodomos utility token digital assets through the "Prodomos Wallet" application in the "buy tokens" function.
- b. In cases where the user acquires Prodomos Utility Token through the Prodomos Wallet application, the transaction is cured and controlled by the UTILITY TOKEN PLATFORM,

when the user can obtain solutions and assertive guidance through the email [contato@prodomos.online](mailto:contato@prodomos.online).

8.4. Prodomos Utility Token informs that, when there is breach of contract through a partner who has not complied with the agreements signed, the company Prodomos Utility Token has full freedom to carry out the blocking of wallets involved in each case, to carry out necessary investigation appropriate within compliance considering, the legal rules tied to the LGPD – General Data Protection Law, the KYC and Disclaimer policy of Prodomos Utilite Token, especially when there are suspected frauds, verified and analyzed by the Prodomos Utility Token Board. Thus, Prodomos Utility Token warns users to always acquire and negotiate through official channels, in order to avoid involvement with trading formats that run away from the policies and rules applied in national and international legislation. Finally, Prodomos Utility Token, acting in compliance with laws and regulations, has created an environment for users to report when they encounter suspicious illegal transactions via [denuncia@prodomos.online](mailto:denuncia@prodomos.online) email.

## 9. ADDITIONAL INFORMATION

9.1. Changes. To improve your experience, the PRODOMOS UTILITY TOKEN PLATFORM is always being updated. For this reason, these Terms of Use may be amended at any time to reflect the adjustments made. However, whenever any modification occurs, you will be informed in advance by the email address provided by you at the time of registration or by a prominent notice in the application. If you do not agree to the new Terms of Use, you may reject them, but unfortunately this means that you will no longer be able to access and make use of the PRODOMOS UTILITY TOKEN PLATFORM. If in any way you use the PRODOMOS UTILITY TOKEN PLATFORM even after you change these Terms of Use, it means that you agree to all modifications.

9.2. Conflict between Provisions. In the event of a conflict between these terms and the modified terms, the later terms shall prevail with respect to that conflict.

9.3. Law and Foro. These Terms of Use are governed by the laws of the Federative Republic of Brazil. Any doubts and situations not provided for in these Terms of Use will be first resolved by the PRODOMOS UTILITY TOKEN PLATFORM and if they persist, the competent forum is that of the district of São Paulo/SP, Brazil, to resolve the issues arising from these terms

9.4. Doubts. If you have any questions, comments or suggestions, please contact us at [atendimento@prodomos.online](mailto:atendimento@prodomos.online).

9.5. Validity. These Terms enter into force on July 28, 2022.

The PRODOMOS UTILITY TOKEN PLATFORM that you can contact the DPO - Data Protection Officer through the following email: [dpo@prodomos.online](mailto:dpo@prodomos.online) and through the <https://prodomos.online> website, in the local footer contact us.

## OFFICIAL COMMUNICATION CHANNELS:

Website: <https://prodomos.online>

Instagram: <https://www.instagram.com.br/prodomos.global>

Facebook: [www.facebook.com.br/prodomos.global](http://www.facebook.com.br/prodomos.global)

**Also, to serve any user, we are available through online chat, 7 (seven) days a week, from 8 am to 6 pm, through Contact Us: online chat by clicking here:**

**OBSERVATIONS:**

It is extremely important that you user check if you are contacting the official service channels of the PRODOMOS UTILITY TOKEN PLATFORM.

**THE PRODOMOS UTILITY TOKEN PLATFORM DOES NOT CONTACT YOU via SMS, PHONE CALL OR E-MAIL, AS WELL AS DOES NOT ASK FOR YOUR PASSWORDS.**