

DTI ALLOCATION REQUEST TERMS AND CONDITIONS

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INTRODUCTION

By clicking to accept these Terms and Conditions (the “**Terms**”) and in consideration for the mutual promises and obligations of the Parties set out herein, a binding contract based on these Terms will be formed between You (as defined below) and the Digital Token Identifier Foundation (being a division of Etrading Software Limited, registered as a private limited company in England and Wales with registered company number 05237988 and registered address at First Floor, 6 Dowgate Hill, London, England, EC4R 2SU) (“**DTIF**”). The contract will govern Your submission of a request (the “**DTI Request**”) for DTIF to assign and register (i.e., to “**Allocate**”) a random, unique and fixed-length digital token identifier (a “**DTI**”) for a Digital Token which may or may not have already been issued and distributed within the public domain. Subject to (i) the DTI Request meeting the requirements of the applicable validation process and (ii) payment by You of the applicable fees (in each case in accordance with these Terms), the DTI will be Allocated. For the purposes of these Terms, “**Digital Token**” shall mean the digital token which is the subject of the DTI Request and “**ISO 24165**” shall mean, together, International Standard ISO 24165-1 and International Standard ISO 24165-2.

Where a person submits the DTI Request in their own personal capacity, “**You**” shall mean the person submitting the DTI Request (and “**Your**” shall be construed accordingly). Where a person submits the DTI Request for and on behalf of an organisation or entity, “**You**” and “**Your**” shall refer to such organisation or entity and the person clicking to accept these Terms warrants that they are authorised to agree to these Terms on behalf of such organisation or entity and bind such organisation or entity to these Terms. You and DTIF are each a “**Party**” and together, the “**Parties**”.

Please note that these Terms shall only govern Your submission of, and DTIF’s analysis and associated activities in respect of, the DTI Request. Your access to and use of DTIF’s website at <https://dtif.org/> (the “**DTIF Website**” and including, without limitation, the DTI registry at <https://dtif.org/registry-search/>) is governed by the *DTIF Website and Registry Terms and Conditions* accessible at: <https://dtif.org/terms-and-conditions/>.

If you are submitting the DTI Request in Your own personal capacity (and not on behalf of an organisation or entity) then you have a right to cancel the request by notifying DTIF at <mailto:secretariat@dtif.org>. This cancellation right is subject to clause 2(d) below and cancellation must occur no later than the end of the 30 day payment period referred to in clause 2(c) below. Please note that, in submitting a DTI Request, You are expressly requesting DTIF to perform services on Your behalf by virtue of the Validation Process (as defined below).

1. SUBMITTING THE DTI REQUEST

- (a) Notwithstanding that there is no requirement for You to own any rights in the Digital Token in order to submit the DTI Request, You nevertheless warrant to DTIF that:
- (i) You have the full right, power, authority and capacity to enter into and perform Your obligations under these Terms and to grant the rights purported to be granted to DTIF under these Terms;
 - (ii) the account from which You are making the DTI Request has been registered in Your name and using Your contact details;
 - (iii) You have the full right, power, authority and capacity to provide DTIF with all information (whether technical or descriptive in nature) that You have provided and/or will provide to DTIF in respect of the Digital Token (the "**Digital Token Information**");
 - (iv) all Digital Token Information is true, complete, accurate and up-to-date;
 - (v) none of the Digital Token Information:
 - contains illegal content (including, without limitation, content which involves or depicts terrorism offences, child sexual exploitation or abuse offences, suicide or attempted suicide or serious self-harm offences, harassment, stalking, threatening or abusive offences, hate offences, controlling or coercive behaviour offences, drugs or psychoactive substance offences, firearms or other weapons offences, unlawful immigration or human trafficking offences, sexual exploitation of adults offences, extreme pornography offences, intimate image abuse offences, proceeds of crime offences, fraud and financial services offences and foreign interference offences);
 - advocates, promotes or incites any person to commit, prepare, instigate or assist in any unlawful or criminal act (including, without limitation, the types of offences listed above in this clause 1(a)(v));
 - infringes (or advocates, promotes or incites any person to infringe) any rights (including, without limitation, intellectual property rights) of any person;
 - breaches any legal duty owed to a third party (including, without limitation, duties of confidence);
 - is pornographic in nature;
 - is defamatory to any person;
 - is obscene, offensive, hateful or inflammatory;
 - is threatening, abusive or invades any person's privacy, or causes annoyance, inconvenience or needless anxiety;

- is likely to harass, upset, embarrass, alarm or annoy any person;
- is misleading or deceptive (including, without limitation, so as to impersonate another person or misrepresent Your identity or affiliation with any person); or
- is in contempt of court,

(together, the "**Prohibited Content**"); and

- (vi) You are submitting the DTI Request and Digital Token Information in good faith, without any intention of misleading DTIF or any other person, organisation or entity.
- (b) You shall indemnify DTIF, its directors, officers, agents and employees in respect of all damages, loss, costs, claims or expenses of any kind suffered or incurred or paid by DTIF in connection with Your breach of any of the warranties at clause 1(a).
- (c) To the extent that You own any Digital Token Information, You hereby grant to DTIF a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use such Digital Token Information for the purposes of: (i) analysing, responding to and/or actioning the DTI Request; (ii) producing and publishing certain technical and descriptive data concerning the Digital Token on any website and/or registry which is owned or otherwise within the control of DTIF; and (iii) carrying out internal analytics.
- (d) You hereby grant to DTIF a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use all contact information which relates to You and which You have provided and/or will provide to DTIF for the sole purpose of contacting You in connection with the DTI Request and/or otherwise validating the DTI Request. For the avoidance of doubt, DTIF will not knowingly permit such contact information to be published on any website and/or public register.

2. PAYMENT

- (a) At any time following its receipt of a DTI Request (whether before, during or after the Validation Process), DTIF shall issue an invoice to You for the per-DTI fee which is displayed <https://dtif.org/fee-model/>. The following should be noted:
- (i) The fees stated <https://dtif.org/fee-model/> are liable to change at any time but, save as set out in (ii) below, price changes will not affect DTI Requests which have already been submitted.
- (ii) The price quoted <https://dtif.org/fee-model/> is exclusive of VAT or any other sales tax (unless stated otherwise) which may be payable by You, and which may be added to the invoice.
- (iii) If there is an obvious pricing error stated <https://dtif.org/fee-model/> then it will not apply to Your DTI Request and DTIF will notify You of the correct fee.

- (b) Payment shall be made by You:
 - (i) in euros to the DTIF bank account specified on the invoice; and
 - (ii) within 30 days of the date of the invoice.
- (c) If payment is not made in full within 30 days of the invoice date then DTIF reserves the right at its sole discretion to notify You that it is cancelling the applicable DTI Request process.
- (d) If any payment has already been made by You for a DTI Request which has either been cancelled by DTIF or You (including by way of termination under clause 6(b)) or in respect of which DTIF has decided not to Allocate a DTI (in each case in accordance with these Terms), DTIF shall return all sums which have been paid by You. However, this is subject to DTIF's entitlement to retain a portion of the fees paid by way of fair and reasonable recompense for DTIF's efforts in performing the Validation Process (if applicable).

3. DTI ALLOCATION

- (a) DTIF shall review the DTI Request and all accompanying Digital Token Information which it receives from You in order to: (i) check whether a DTI has already been Allocated for the Digital Token; (ii) consider whether the DTI Request conforms to all applicable application guidelines; and (iii) analyse the Digital Token and consider whether (in its sole discretion, taking into account all Digital Token Information) a DTI may be Allocated for the Digital Token in accordance with ISO 24165 (the "**Validation Process**").
- (b) If DTIF reasonably considers that it has not received sufficient information from You in order to conduct and/or conclude the Validation Process, DTIF may contact You with a request for further information. DTIF shall only commence the Validation Process once it reasonably considers that it has received sufficient information from You (which shall be deemed Digital Token Information) in order to conduct and conclude the Validation Process. Without prejudice to the foregoing, where the DTI Request is submitted prior to the issuance and distribution of the Digital Token (in which case DTIF may not have access to all Digital Token Information required to complete the Validation Process), DTIF may (at its sole discretion) issue a provisional DTI in respect of the Digital Token until such time as it is able to complete the Validation Process.
- (c) If DTIF considers (in its sole discretion, taking into account all Digital Token Information) at the conclusion of the Validation Process (and having received payment in full from You) that a DTI may be Allocated for the Digital Token in accordance with ISO 24165 then (unless any other facts or circumstances prevent it from doing so) DTIF shall (without undue delay): (i) notify You of this fact; (ii) Allocate a DTI in respect of the Digital Token; and (iii) add details of the Digital Token (including, without limitation, certain technical and descriptive data concerning the Digital Token) and the DTI to its DTI registry. Without prejudice to clause 1(a)(v), DTIF reserves the right to redact from its DTI registry at any time any data which it considers (at its sole discretion) to be Prohibited Content and DTIF may do so with or without first discussing this with You. You can raise a request to amend

data in the DTI registry by emailing support@dtif.org (and further information regarding how these requests are processed and how these requests may be escalated to a dispute is set out in the "Requests for Amendments and Disputes" section of the *DTI Implementation Guide* accessible at: <https://dtif.org/dti-implementation-guide/>).

- (d) If DTIF considers (in its sole discretion, taking into account all Digital Token Information) at the conclusion of the Validation Process that a DTI should not be Allocated for the Digital Token in accordance with ISO 24165 (or if it has any other reasonable ground to withhold the Allocation of a DTI) then DTIF shall (without undue delay) notify You of this fact, but (subject to clause 2(d)) DTIF shall be under no obligation to take any further action in respect of the DTI Request. Without prejudice to the foregoing, nothing in these Terms shall prevent You from submitting a new DTI Request in respect of the same Digital Token, provided that You submit to DTIF Digital Token Information which is substantially new and/or different to the Digital Token Information which was submitted as part of the previous DTI Request (and provided that a DTI will only be Allocated for the Digital Token where You pay for the DTI in accordance with the terms of clause 2).
- (e) The basic number of a DTI is randomly generated and intended to be semantically meaningless. You shall notify DTIF if you become aware that the basic number of the DTI Allocated to the Digital Token is semantically meaningful in any language.

4. THE DIGITAL TOKEN AND DTI

- (a) The Parties acknowledge and agree that a DTI is Allocated to the Digital Token and not to You and as such, the Allocation of a DTI in respect of the Digital Token and/or DTIF's inclusion of the DTI within the DTI registry signifies only the existence of the Digital Token and its 1:1 relationship to the DTI. Nothing in these Terms operates to grant and/or transfer to You any right, title or interest in and to any Digital Token and/or DTI.
- (b) Without prejudice to the generality of clause 5(d), the Parties acknowledge and agree that notwithstanding DTIF's Allocation of a DTI in respect of the Digital Token and/or DTIF's inclusion of the DTI within the DTI registry, neither DTIF nor any of its employees, mandatees and/or other representatives (the "**DTIF Parties**") endorse any Digital Token in any way and no warranties are provided as to the features, functions, legal status, suitability for investment, or regulatory status of any Digital Token.

5. LIABILITY

- (a) Subject to clauses 5(b), 5(c) and 5(d), the aggregate liability of the DTIF Parties (whether such liability arises in contract, tort (including negligence) or otherwise) to You for any damages, loss, costs, claims or expenses of any kind arising out of, or in connection with, these Terms caused or contributed to by the DTIF Parties shall not exceed the greater of (i) US\$100 and (ii) fees paid by You under these Terms with respect to the DTI and/or the DTI Request to which the DTIF Parties' liability relates.
- (b) Subject to clause 5(c), none of the DTIF Parties shall be liable to You (whether such liability arises in contract, tort (including negligence) or otherwise) for any:

- (i) loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill;
 - (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and/or
 - (iii) any loss arising from a failure or delay in performing its obligations under these Terms to the extent that such failure or delay was caused or contributed to by an act or omission of You.
- (c) The exclusions and limitations of liability in these Terms shall not apply in respect of any damages, loss, costs, claims or expenses of any kind suffered by any person arising out of:
- (i) the fraud and/or fraudulent misrepresentation of the person seeking to rely on the exclusion or limitation; and
 - (ii) death or personal injury resulting from negligence on the part of the person seeking to rely on the exclusion or limitation.
- (d) Except as otherwise expressly provided in these Terms, all warranties, undertakings or other similar terms or conditions implied by statute, common law or custom are excluded to the maximum extent permitted by law.
- (e) Without prejudice to the foregoing and to the maximum extent permitted by law, You hereby waive your rights to claim damages from the International Organization for Standardization and/or any of its employees, mandatees and/or other representatives in connection with DTIF's implementation of the services defined in ISO 24165. For the avoidance of doubt, the International Organization for Standardization shall remain responsible for the contents of ISO 24165.

6. TERM AND TERMINATION

- (a) A contract formed under these Terms shall commence upon You clicking to accept these Terms and shall continue until notice has been given under clause 2(c), 3(c) or 3(d) or You have cancelled the DTI Request.
- (b) Either Party may terminate a contract formed under these Terms at any time with immediate effect by providing written notice to the other Party.
- (c) The expiry or termination of these Terms (howsoever caused) shall be without prejudice to: (i) any other rights which either DTIF or You may have under these Terms; (ii) any liabilities accrued prior to the date on which the expiry or termination takes effect; and (iii) any rights or obligations of a person which are expressly stated to survive, or by their nature survive, expiry or termination of these Terms.

7. CONFIDENTIALITY

- (a) In this clause, “**Confidential Information**” means any information received by a Party in connection with these Terms which is of a confidential nature.

- (b) The Parties will each hold all Confidential Information in the strictest confidence and, except as permitted hereunder, will not disclose it to any person.
- (c) Confidential Information may be disclosed by a Party to its personnel or professional advisers where strictly necessary and provided that such persons are made aware of its confidential nature.
- (d) This clause 7 will not apply to information which the disclosing party can show: (i) was known to the recipient, under no obligation of confidence, at the time it was disclosed; (ii) became publicly known through no wrongful act by the disclosing party; or (iii) was required to be disclosed by law or the rules of a regulatory authority.
- (e) Neither Party will make any public statement or announcement in connection with these Terms without the other Party's prior written consent.

8. DATA PROTECTION

DTIF shall process Your personal data as an independent controller (as that term is defined in applicable data protection laws) in accordance with the terms of its *Privacy Policy* accessible at: <https://dtif.org/privacy-policy/>

9. ENTIRE AGREEMENT

- (a) These Terms (together with any documents referred to herein or therein or required to be entered into pursuant to these Terms) contain the entire agreement and understanding of the Parties and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and any such document.
- (b) You acknowledge that You are entering into these Terms without reliance on any undertaking, warranty or representation given by or on behalf of DTIF other than as expressly contained in these Terms, provided that nothing in this clause 9(b) shall limit or exclude the liability of DTIF for fraud or fraudulent misrepresentation.

10. NO PARTNERSHIP OR AGENCY

These Terms shall not create, nor shall they be construed as creating, any partnership or agency relationship between the Parties.

11. VARIATIONS

A variation of these Terms shall only be effective if made in writing, signed by or on behalf of each of the Parties and expressed to be such a variation.

12. NO WAIVER

No failure or delay by either Party in exercising its rights under these Terms shall limit or restrict the future exercise or enforceability of those rights.

13. ASSIGNMENT/SUB-CONTRACTING

- (a) Subject to clause 13(b), neither Party shall, without the prior consent of the other Party, assign any of its rights and/or sub-contract, delegate or transfer any of its obligations, under these Terms.
- (b) DTIF may assign any of its rights and/or sub-contract, delegate or transfer any of its obligations under these Terms to any of its parent undertakings and any subsidiary undertakings of DTIF or DTIF's parent undertakings without Your prior consent. For the purposes of this clause, “subsidiary undertaking” and “parent undertaking” shall have the meaning ascribed thereto in section 1162 of the Companies Act 2006.

14. RIGHTS OF THIRD PARTIES

Save as otherwise expressly provided in these Terms (including, without limitation, in clauses 4 and 5), no provision of these Terms which confers rights upon any third party shall be enforceable by any such third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

15. NOTICES

Any notice or other communication to be given or made under or in connection with these Terms shall be in written English and sent via the helpdesk functionality accessible via the DTIF Website.

16. GOVERNING LAW AND JURISDICTION

This Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.