

**TERMS & CONDITIONS**  
**no. 2018 DENCH 01**

**I.**

**INTRODUCTORY PROVISIONS**

1. These Terms & Conditions (hereinafter referred to as the “**Terms**”) constitutes an inseparable part of the Agreement as defined in the art. 1 sec. 3 of the Agreement on Silent Partnership (hereinafter referred to as the “**ASP**”) concluded between Rock Star Capital Ltd., having its registered offices at 3 ½ Miles Philip S.W. Goldson Highway, New Horizon Building, Belize City, Belize, with registration number 170.304, being the 100% owner of Dench Music B.V., having its registered offices at Torenlaan 1 t, 1251 HE, Laren, the Netherlands (hereinafter referred to as the “**Company**” or “**we**”) and the person specified in ASP as a Contributor (or “**you**”).
2. By entering into the ASP the Contributor undertakes to comply with these Terms and all accompanying documents, provides valid consent to the provisions of these documents and understands that he or she is legally bound by these documents.
3. These Terms and all accompanying documents are legally binding also for every person who uses the Website [www.denchmusic.io](http://www.denchmusic.io), The Dench Music Retail Platform or the MIC Tokens in any way (hereinafter referred to as the “**User**” or “**you**”) from the moment when the User starts with the use. The purpose of the Website [www.denchmusic.io](http://www.denchmusic.io) and all related and derived sites (hereinafter referred to as the “**Website**”) is to enable Contributor to participate in the ICO process as it is described in the ASP (hereinafter referred to as the “**ICO**”).

**II.**

**GENERAL PROVISIONS**

1. The Contributor or any other User domiciled in the United States of America (hereinafter referred to as the “**States**”), or residents of such States, are not authorized and not allowed to participate in the ICO or use the Website [www.denchmusic.io](http://www.denchmusic.io), The Dench Music Retail Platform or the MIC Tokens, unless such person or entity meets the definition of “accredited investor” or “sophisticated investor” or similar terminology under the applicable securities regulation in these States jurisdictions.
2. The Contributor or any other User domiciled in Ethiopia, Iran, Iraq, North Korea, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, Vanuatu, Yemen, Somalia, Afghanistan (hereinafter referred to as the “**Banned States**”), or residents of such Banned States, are not authorized and not allowed to participate in the ICO or use the Website [www.denchmusic.io](http://www.denchmusic.io), The Dench Music Retail Platform or the MIC Tokens or to enter into the Agreement.
3. The above-mentioned restrictions also extend to companies or other legal entities created and/or owned by citizens and residents of these States and / or Banned States. In case that any Contributor or User becomes domiciled, resident or a citizen of one of these States and / or Banned States, he or she undertakes to stop using the Website [www.denchmusic.io](http://www.denchmusic.io)
4. Contributor / User accepts that these Terms can be modified or amended at any time without prior written notice at Company’s sole discretion.

**III.**

**DECLARATIONS AND WARRANTIES**

1. Contributor / User hereby declares and warrants that
  - a. he / she / it is at least 18 years of age and that he / she / it meets all conditions required by the law of the country of his / her residence and citizenship to execute and deliver these Terms, especially that he / she / it is fully able and legally competent,
  - b. he / she / it acts on his / her / its own behalf,
  - c. by signing the ASP, using Website [www.denchmusic.io](http://www.denchmusic.io), the Dench Music Retail Platform or MIC Tokens in any way, he / she / it will not violate any agreement or contract to which he / she / it is a party,
  - d. he / she / it will not hold the Company liable for any special, incidental or consequential damages or losses resulting from, or in any way connected, to the using Website [www.denchmusic.io](http://www.denchmusic.io), the Dench Music Retail Platform or MIC Tokens in any way,
  - e. he / she / it is properly experienced in dealing with various crypto Tokens and is aware of all the risks and restrictions associated with such a cryptographic medium,
  - f. he / she / it has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of execution of the ASP and becoming silent Contributor of the Company and is able to bear the risks thereof,
  - g. he / she / it is aware of Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to execute the ASP.
  - h. he / she / it understands that the business opportunity involves risks which the he / she / it fully and completely assumes, including, but not limited to, the risk that (i) the profit share based on the ASP is not sure, certain, and guaranteed, (ii) the technology associated with the Dench, The Dench Music Retail Platform will not function as intended; (iii) the Dench Music Retail Platform and its launch will not be completed; (iv) the Dench Music Retail Platform will fail to attract sufficient interest from key stakeholders; and (v) the Company and / or the Dench Music Retail Platform may be subject to investigation and punitive actions from relevant authorities
  - i. he / she / it is fully aware of extreme fluctuations in value of such cryptographic mediums over short periods of time on a regular basis,
  - j. he / she / it is fully responsible for any of his / her activity made in association with MIC Tokens,
  - k. he / she / it is not a citizen or resident of any of the States and / or Banned States,
  - l. he / she / it will not use the Website or The Dench Music Retail Platform for any unfair or illegal activity, including but not limited to money laundering and the financing of terrorism,
  - m. any ETH transferred to the Company that are owned by the Contributor, do not originate from any crime and are not designed for financing of terrorism;

- n. his / her / its actions do not seek to cover the illegal origin of the proceeds of crime in order to create the idea that the proceeds are in accordance with Czech Act No. 253/2008 Coll., on selected measures against legitimization of proceeds of crime and financing of terrorism, as amended.
- o. his / her / its Contribution derives from income in accordance with aforementioned Act No. 253/2008 Coll. and is not in conflict with any provision of this Act.
- p. he / she / it is not a politically exposed person.
- q. the Contribution does not come from proceeds from crime nor from the financing of terrorism.
- r. he / she / it acknowledges that the purpose of the ICO is to fund Company's activity, mainly the costs of creation of new songs, video clips and other similar audio records and their production (hereinafter referred to as the "**Product**"). The Contributor / User is fully aware and agrees that the Product is owned solely by the Company, unless Company stipulates under its own discretion otherwise.
- s. he / she / it is fully aware that the MIC Tokens constitutes a free gift from the Company which he / she / it receives on top of the primary purpose of the ASP,
- t. he / she / it understands that MIC Tokens are considered as utility tokens for use only on [www.denchmusic.io](http://www.denchmusic.io) or The Dench Music Retail Platform and are not in any way transferable securities,
- u. he / she / it acknowledges that the Website or The Dench Music Retail Platform does not present an exchange of cryptocurrencies, that the Company is not a financial institution and is not under supervision of any financial supervisory authority,
- v. he / she it acknowledges that the MIC Token is not a financial or securities instrument and that the donation of MIC Tokens cannot be considered in any way as a purchase / donation of equity in / or debt from the Company,
- w. he / she / it will ensure compliance with any legislation relevant to his / her use of the Website, The Dench Music Retail Platform or MIC Tokens and in case of any change of such relevant legislation which makes the use of the Website, The Dench Music Retail Platform or MIC Tokens illegal, he / she / it undertakes to cease the use of the Website, The Dench Music Retail Platform or MIC Tokens immediately,
- x. he / she / it understands and expressly accepts that the MIC Tokens will be created and delivered to the Contributor / User on an "AS IS" basis,
- y. he / she / it has got the necessary financial resources to bear any loss resulting from the ASP (which per definition cannot be greater than amount invested, vide ASP) and / or the activities related to it and that he / she / it understands that the result of the business of the Company, potential profit, future success or performance of the business of the Company is not guaranteed.
- z. he / she / it has been complying with the applicable anti-money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively

the “Anti-Money Laundering Laws”), and represents that he / she / it will not engage in any money laundering or terrorist financing activity as defined under the Anti-Money Laundering Laws through his / her/ its participation in the Contribution to the Company, participation on the Profit Share and the distribution of the MIC Tokens,

- aa. he / she / it is fully aware of the duty to tax the income generated in connection to the ASP in compliance with the legal regime of Belize and the state of the his / her / its tax residency,
  - bb. he/ she / it is obliged to inform Company immediately of the fact that any of the above described declarations would become incorrect or inaccurate.
2. Contributor / User shall hold the Company (or its subsidiaries, officers, employees, agents and successors) harmless from and against any and all claims, suits, proceedings, actions, demands or any liabilities filed / incurred by any third party against the Company in association with the use of the Website, The Dench Music Retail Platform or MIC Tokens.
  3. Contributor / User shall compensate any Company’s damage or loss arising out of a breach of any declaration, warrant or undertaking ensuing from these Terms.
  4. The Contributor / User undertakes to avoid any action that would be likely to damage the Company's reputation and goodwill and other good relations with other businessmen and third parties.
  5. The Contributor / User is obliged to inform the Company of any and all changes which may influence his / her / its ability to understand the nature of the silent Partnership and to the specific risks connected with it according to the ASP.
  6. The Company is authorized to block and ban the IP address of any Contributor / User who is domiciled in or is a resident of any of the States defined in the Article II Section 1 and 2 of these Terms.
  7. In no way shall the Agreement, Terms or any accompanying documents entitle any you and/or any User to use of any intellectual property accessible via the Website or provided to you in connection to the use of the Website and or to the ICO project (especially related to the Website, The Dench Music Retail Platform or MIC Tokens) other than basic use of such IP rights to the extent od for the purposes predicted by the Website or other or the Agreement, Terms or other relevant documents.

#### **IV. DISCLAIMERS**

1. The Company shall not be held liable to and shall not accept any liability for
  - a. any unauthorized or illegal use of the Website, The Dench Music Retail Platform or MIC Tokens,
  - b. any change of MIC Tokens value if listed at any exchange Platform in future,
  - c. any hacker attacks to the Website, The Dench Music Retail Platform or any resources which are related to the Website, The Dench Music Retail Platform or MIC Tokens,

- d. any act of any state or government, especially for any regulatory action imposed,
  - e. any delay in securing any permit, consent or approval required by the Company,
  - f. any information on the Website or The Dench Music Retail Platform in case such information is not free of errors or is inaccurate,
  - g. the Website or The Dench Music Retail Platform in case that the server or service is not free of viruses or other detrimental elements,
  - h. any possible interruption of functionality or traffic of the Website or The Dench Music Retail Platform;
  - i. any loss or damage of any kind whatsoever arising from reliance on any information contained in the Agreement, Terms or any accompanying documents or from any misunderstanding, mistake or inaccuracy in information contained in such documents.
  - j. any loss or damage of any kind whatsoever arising from reliance on any information contained in the ASP, Terms or any accompanying documents or from any misunderstanding, mistake or inaccuracy in information contained in such documents.
2. The Company does not accept any responsibility for any damage or loss resulting from any use of the website [www.denchmusic.io](http://www.denchmusic.io), The Dench Music Retail Platform or MIC Tokens. Contributor / User assume all liability and risk for such activities.
  3. Contributor / User shall not have any claim of any nature whatsoever against the Company for any damage or loss ensuing from any Contributor's / User's activity associated with the use of the website [www.denchmusic.io](http://www.denchmusic.io), The Dench Music Retail Platform or MIC Tokens. The Company is not obliged to compensate any damage or loss ensuing from any Contributor's / User's activity associated with the use of the website [www.denchmusic.io](http://www.denchmusic.io), The Dench Music Retail Platform or MIC Tokens.
  4. Contributor / User acknowledges that Company is not obliged to provide a refund or other compensation for any reason, especially for any MIC Tokens which remains unused or, in case that Contributor / User will trade the MIC Tokens, for any decrease of MIC Tokens market value if listed at any exchange Platform in future.
  5. The Company's aggregate liability arising out of or related to the ASP, whether arising out of or related to breach of contract, tort or otherwise, shall not exceed the total of the amounts paid to the Company pursuant to the ASP, Terms or any other accompanying documents. Neither the Company nor its representatives shall be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of the ASP, Terms or any other accompanying documents.
  6. The website [www.denchmusic.io](http://www.denchmusic.io) as well as the Dench Music Retail Platform are under continuous modifications and may go through certain changes perpetually.
  7. Only the Company is bound by all juridical acts towards third persons. The Contributor / User is neither entitled, nor obliged to act in representation of the Company, or even perform any

activity beyond the fulfilment of the obligations ensuing from the ASP, Terms or any accompanying documents.

8. To the knowledge of the Company, the performance and consummation of the transactions contemplated by the Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
9. The Company makes no warranty whatsoever with respect to the MIC Tokens, including any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (c) warranty of title; or (iii) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage of trade, or otherwise.
10. In no way shall the ASP, these Terms or any accompanying documents entitle any Contributor / User for any intellectual property of the Company, especially related to the Website [www.denchmusic.io](http://www.denchmusic.io), The Dench Music Retail Platform, Product or MIC Tokens.

## V.

### INDEMNITY, LIMITATION OF LIABILITY

1. To the extent allowable under the applicable laws, Contributor / User shall indemnify, defend, and hold the Company and / or its subsidiaries, affiliated parties, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and / or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed / incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.
2. The company shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this Article hereof.
3. Contributor / User shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of obligations of the Company under these Terms as a result of causes beyond control of the Company, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to the Project and / or ICO and / or the Agreement, accidents of any kind, any default or delay by any sub-contractor or supplier of the Company, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by the Company, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond absolute and direct control of the Company.
4. In no event shall the Company, affiliates or service providers, or any of respective officers, directors, agents, employees or representatives of the Company, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or use of the Website or otherwise:

- any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same;
  - any loss of use of hardware, software or data and / or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of provided digital data; any error or delay in the transmission of such data; and / or any interruption in any such data;
  - any loss or damage whatsoever which does not stem directly from Company's breach of this Agreement; and / or
  - any loss or damage whatsoever which is in excess of that which was caused as a direct result of Company's breach of this Agreement (whether or not you are able to prove such loss or damage).
  - any loss or damage (whether direct or indirect, including loss of profits, loss of opportunity or any consequential loss) resulting from or in any way connected with your use of the Website or its content, whether caused by negligence, misrepresentation, breach of any statutory duty, or breach of contract or otherwise.
5. The Company's aggregate liability arising out of or related to the Agreement and/or use of the Website, whether arising out of or related to the breach of the Agreement, tort or otherwise, shall not exceed the total of the amounts paid to the Company by the User. Neither the Company nor its representatives shall be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of the Agreement any other accompanying documents.

## VII. PRIVACY POLICY

1. These privacy policy provisions (hereinafter only "**Privacy Policy**") inform the Contributor of his policies regarding the collection, use and disclosure of personal information, which the Company receives from Contributor.
2. This Privacy Policy will apply to all uses of MIC Tokens and all accesses to the website [www.denchmusic.io](http://www.denchmusic.io) and The Dench Music Retail Platform from any device and any operating system or platform.
3. All external links which might be accessible from the website [www.denchmusic.io](http://www.denchmusic.io) and The Dench Music Retail Platform may or will have their own terms and conditions, usage and privacy policies and the Company does not control them and bear no responsibility for any consequence arising from their usage.
4. Privacy Policy will be binding on all persons (natural or legal) who use the MIC Tokens or the access to [www.denchmusic.io](http://www.denchmusic.io) and The Dench Music Retail Platform from any jurisdiction where they are legally available for access or use or across the world.

5. Contributor's personal data will be collected, transferred and processed by the Company based on Contributor's prior consent which is granted by the conclusion of the Agreement.

## VIII. NON-DISCLOSURE CLAUSE

1. Contributor agrees to refrain from disclosing or using any non-public information related to the Agreement and mutual communication between the Parties, which he / she / it has learnt and / or acquired in connection with the cooperation with the Company or he / she / it has received from the Company (hereinafter only "**Confidential Information**").
2. Confidential Information includes information of financial statements, company related information from the executives and other Company documents such as concluded agreements with suppliers, business plans, by-laws, certificates, financial and transactional documents etc.
3. Confidential Information does not include any information that is publicly available at the time of its disclosure or use.
4. The non-disclosure obligation under paragraph 1. hereof shall apply, except when the Company has granted its prior written consent with such disclosure or use.
5. If any Confidential Information has been disclosed or may be disclosed to an unauthorized person, the Contributor shall immediately notify the Company of this fact and it shall take any and all measures necessary to prevent damage or to mitigate the damage already incurred and to prevent further disclosure of the Confidential Information.

## IX. INTELLECTUAL PROPERTY RIGHTS, USE OF THE WEBSITE

1. In no way shall the Agreement entitle Contributor for any intellectual property of the Company, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Company and is protected by national and international intellectual property rights protection laws. Any intellectual property rights relating to the Website are and shall at all times remain the sole and exclusive property of the Company and are protected by applicable intellectual property laws and treaties.
2. Only the use of the Intellectual property for your personal reference is allowed, all subject to the terms set out below herein.
3. The Company grants you a limited, personal, non-transferable, non-sublicensable, revocable license to access and use only the Website only in the manner presented by the Company, and access and use the Profile, where applicable, again solely within the manner expressly permitted by the Company.
4. Any contribution shared by you on the Website shall remain with you and by making a contribution (in whatever form, including but not limited to text, graphic, photo, other image type or audio) you agree to grant to the Company, free of charge, perpetual and irrevocable worldwide license to use the contribution in whatever manner it may wish.

5. All information submitted to us via this Website shall be deemed and remain the property of the Company and we shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information a visitor to this Website provides to us through this Website. We shall not be subject to any obligations of confidentiality regarding submitted information except as expressly agreed by the Company executing a confidentiality agreement or as otherwise required by law.
6. If you do not wish us to use your contributions to the Website, please do not submit or share your contribution on the Website.
7. There are no implied licenses under the ASP, and any rights not expressly granted to the Contributor hereunder are reserved by the Company. You agree not to
8. You shall not:
  - use this Website in any way that causes, or may cause, damage to the Website or to us, or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
  - copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Website or its content, in whole or in part.
  - Alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Website.
  - Cache, aggregate, or store data or content accessed via the Website other than for purposes allowed under this Agreement.
  - Use the Website for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
  - Use the Website to encourage, promote, or participate in illegal activity, violate third party rights, including intellectual property rights or privacy rights, or engage in any Prohibited Use or Prohibited Business as defined in the Terms.
  - conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without our express written consent.
  - Use the Website in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise impacts the stability of Website's servers or impacts the behavior of other applications using the Website.
  - Display the Website in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and the Company.
  - transfer, or attempt to transfer, any material, viruses or code to the Website that could cause damage or harm to the Website or in any way impede the security of the Website.

- input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Information or that infringes the Intellectual property rights of another.
- frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information.
- transmit or retransmit, manipulate, reproduce, download, or store on paper, electronic (including, but not limited to any database or any part of the Internet), CD Rom or other offline product on any other format in whole or in part the design and layout of the Website or the information or material published on the pages of it, nor hypertext or otherwise link to it, without the prior written consent of the Company, such permission to be given or withheld at the Company's absolute discretion.
- attempt to alter the Website.

## **X. PROFILE**

1. For the purposes of the Agreement the Contributor / User may be provided with access to own Profile through which the Company may communicate with the Contributor / User and through which certain information of potentially confidential nature may be shared between the Contributor / User and the Company.
2. To enter the Profile you will use a username and password. You are obliged to keep the confidentiality of the information necessary to access the Profile and that the Company is not responsible for any consequences of the breach of this obligation by the you. You shall not allow the use of the Profile interface to third parties
3. You are responsible for keeping the electronic device through which you access the Website and Profile safe and maintaining adequate security and control of any and all security details that you use to access the Profile.
4. Any loss or compromise of your electronic device or your security details may result in unauthorized access to your Profile by third-parties and may lead to a loss. You must keep your security details safe at all times.
5. If you suspect that your Profile or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident, you must notify the Company as soon as possible.
6. You acknowledge that the Profile interface may not be available at all times, especially with regard to the necessary maintenance of indispensable hardware and/or software.

7. We have sole discretion as to whether or not we will open Profile to you. We can decline your application for Profile or other product or service, and we do not need to give you a reason for doing so.
8. For security reasons and because of legal requirements, we will require proof (satisfactory to us) of your identity and address as well as other information, in order to meet our legal obligations. If you are an organization, we might require identification information from beneficial owners (for example, shareholders if you are a company). We will also require other information, such as proof of identity and address for any authorized signatory or attorney. We might require proof of identity or other information at other times. You undertake to provide us with all required information without undue delay.
9. We may deactivate or cancel your Profile with immediate effect for any reason, including but not limited to where:
  - We are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
  - We reasonably suspect you of acting in breach of this Agreement;
  - We suspect money laundering, terrorist financing, fraud, or any other financial crime;

## **XI. FINAL PROVISIONS**

1. The Contributor / User agrees that the provisions of these Terms as well as legal relationships related to these Terms, including questions of its validity or the consequences of its invalidity, shall be governed by the law of the Czech Republic.
2. The Contributor / User declares that in case of disputes arising from these Terms as well as from the legal relationships related to these Terms, he / she / it shall try to resolve the dispute with Company through a mediation process, and should this fail, he / she / it and the Company shall claim their disputed rights in court. In such a case, the dispute will be settled exclusively before the courts of Belize.