

## Terms of Use

**Last Updated: 25 May, 2025**

Welcome to *Shiftrwa.xyz* ("we," "us," or "our"). By accessing or using our website located at [www.shiftrwa.xyz](http://www.shiftrwa.xyz) (the "Website"), you agree to be bound by these Terms of Use ("Terms") and to comply with applicable laws and regulations. If you do not agree to these Terms, please do not use the Website.

### 1. Overview

These Terms govern your use of the Website. **The Website is provided for informational purposes only and does not constitute financial, investment, legal, or other professional advice.** Please read these Terms carefully to understand the scope of our services and your rights and responsibilities.

### 2. Shift DAO

DAOs are not recognized as legal entities in the majority of jurisdictions. As a result, they lack the capacity to be parties to legal contracts such as investments or transactions, and do not have access to courts. Consequently, enforcing legal actions or recuperating losses in real-world scenarios becomes exceedingly challenging. Without legal grounding in a jurisdiction pertaining to investments, lawmakers may categorize a DAO as a collective investment scheme or similar entity. This classification often entails stringent regulatory requirements and penalties, or in extreme cases, complete prohibition.

DAOs engaging with RWA often rely on centralized intermediaries, such as banks, to serve as asset managers and custodians. However, this dependence on centralized parties poses challenges in providing proof of funds and navigating real-world operational complexities. In addition to complying with intricate regulations concerning specific RWAs (e.g., property in many jurisdictions), DAOs shall address issues such as restricted asset ownership, verification of fund sources, anti-money laundering (AML) and counter-terrorism financing (CTF) measures, as well as tax obligations.

Shift DAO addresses these challenges with a focus on legal clarity and financial efficiency. For the purpose of establishing a tangible real-world association with legal standing in a reliable and stable jurisdiction, Shift DAO initiated the registration of a "Verein" in Zug, Switzerland.

In Switzerland, an association holds legal status and operates with formal decentralized governance structures such as articles of association, a president, general assembly, audit processes, and membership protocols. Such a model has proven to be highly effective for organizing activities in a decentralized manner.

While registration in the commercial registry is not mandatory, to adhere to the Shift DAO key values such as transparency and trust it is strongly recommended. Furthermore, the proposed real-world setup and governance framework can be

seamlessly digitized and managed using smart-contracts on Distributed Ledger Technology (DLT).

### **3. SHFT sale**

The sale of the SHFT utility token based only on the SHFT whitepaper available on **XXXXXX**

### **4. No Financial Advice**

The content on *Shiftrwa.xyz* is provided solely for informational purposes. Nothing on this Website constitutes financial, investment, or legal advice, nor should it be interpreted as a recommendation or endorsement of any specific asset, token, security, or financial product. We encourage you to seek independent professional advice before making any financial decisions based on the information provided here.

### **5. Use of Website**

You may use the Website only for lawful purposes and in compliance with these Terms. You agree not to:

- Use the Website in any manner that could damage, disable, overburden, or impair our servers or networks;
- Attempt to gain unauthorized access to any part of the Website or its systems;
- Interfere with the operation of the Website or its services.

### **6. Intellectual Property Rights**

All content on the Website, including text, graphics, logos, and software, is the property of *Shiftrwa.xyz* or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, or distribute any content from the Website without our prior written consent.

### **7. Third-Party Links and Content**

The Website may contain links to third-party websites or resources. These links are provided for your convenience, and *Auroca.finance* does not endorse or accept any responsibility for the content or services provided by these third parties. Accessing third-party websites is at your own risk, and we encourage you to review their terms of use and privacy policies.

### **7. Limitation of Liability**

To the fullest extent permitted by law, *Shiftrwa.xyz* disclaims any liability for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Website, including but not limited to any damages for loss of profits, data, or other intangible losses, even if we have been advised of the possibility of such damages.

## **8. Disclaimer of Warranties**

The Website is provided "as is" and "as available" without warranties of any kind, either express or implied. We do not warrant that the Website will be uninterrupted, error-free, secure, or free of viruses or other harmful components. Use of the Website is at your own risk.

This website is for informational purposes only and does not constitute an offer or solicitation to sell shares or securities in Shift DAO or any related or associated company. Any such offer or solicitation will be made only by means of an official document of the association and in accordance with the terms of all applicable securities and other laws. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security. This document does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities, nor should it or any part of it form the basis of, or be relied on in any connection with, any contract or investment decision.

The SHFT DAO Governance Interface shall not be made available to access from restricted jurisdictions due to FATF concerns of unclear regulation. The list may be subjected to changes.

Restricted jurisdictions include the Democratic People's Republic of North Korea, Islamic Republic of Iran, Burundi, Burkina Faso, Cameroon, the Democratic Republic of the Congo, Côte d'Ivoire, Crimea, Haiti, Iraq, Lebanon, Libya, Mali, Mozambique, Myanmar, Nicaragua, Somalia, South Sudan, Senegal, Sudan, Syrian Arab Republic, Tanzania, Trinidad and Tobago, Yemen and the United States of America (including its territories).

## **9. Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the laws of Switzerland. By using the Website, you agree to submit to the exclusive jurisdiction of the courts of Switzerland in connection with any disputes arising from or related to these Terms or your use of the Website.

## **10. Amendments to the Terms**

We reserve the right to update or amend these Terms at any time. When we make changes, we will revise the "Last Updated" date at the top of this page. We encourage you to review these Terms periodically to stay informed of any updates.

## **11. Contact Us**

If you have questions or concerns about these Terms, please contact us at:

[contact@shiftwa.xyz](mailto:contact@shiftwa.xyz)

## **12. Acknowledgment**

By accessing or using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms, including the notice regarding the SHFT sale.