

# NODUMPCOIN (NDC) & NDCjr — DISCLOSURES, RISK FACTORS, TERMS OF USE & DEFINITIONS

**Last Updated: 1/25/26**

**Project Operator: ROCHU** (pseudonym)

**Network:** Solana

**Tokens:** NoDumpCoin (“NDC”) and NDCjr (“NDCjr”)

**Website:** [nodumpcoin.com](https://nodumpcoin.com)

## **IMPORTANT — LEGALLY BINDING NOTICE:**

By accessing this website, using any Project materials, or interacting with NDC or NDCjr in any way, you confirm that you have read, understood, and agreed to these Disclosures, Risk Factors, Definitions, and Terms of Use (collectively, the “Terms”).

If you do not agree, do not use this website or interact with NDC or NDCjr.

NDC and NDCjr are high-risk digital assets on Solana. No financial advice. No guarantees of value or liquidity. You may lose all funds. Always verify contract addresses and use self-custody safely.

# SECTION A — DISCLOSURES, RISK FACTORS & TERMS OF USE

## NO ADVICE / INFORMATIONAL PURPOSES ONLY

All content is provided **for general informational purposes only** and does not constitute:

- legal advice
- tax advice
- investment advice
- financial advice
- accounting advice
- trading advice
- brokerage, dealer, or exchange services

You are solely responsible for all decisions and actions relating to NDC, NDCjr, and digital assets generally.

## NO OFFER OR SOLICITATION / NO SECURITIES OFFERING

Nothing on this website or in any Project communication constitutes:

- an offer to sell or solicitation to buy any security, investment contract, or financial product;
- a promise of profits, returns, yield, dividends, or income;
- a guarantee of value, price stability, liquidity, or market access.

Any references to “growth,” “value,” “yield,” “treasury,” “reserves,” “collateral,” “strategy,” “digital gold,” or “stability” are **descriptive only** and may be **forward-looking**.

## PROJECT STATUS: NO REGISTERED ENTITY (CURRENTLY)

At the time of this publication, NDC and NDCjr are operated as an **on-chain, international DeFi-aligned token project** and are **not** operated by a registered legal entity (corporation, LLC, partnership, etc.).

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The Project may form a legal entity in the future if regulatory clarity improves or tax/compliance requirements necessitate such formation. No person receives rights or claims by virtue of any future entity formation.

## IDENTIFICATION & CONTRIBUTOR DISCLOSURE

### Project Operator

The Project operator is identified publicly as **ROCHU** (pseudonym).

### Contributors

At present, ROCHU is the sole primary contributor.

### Initial Liquidity Funding Disclosure

A portion of initial liquidity funding for NDC was provided by ROCHU's father. In exchange, ROCHU's father received a share of tokens from the Founder's Fund allocation. This is disclosed for transparency.

## TOKENS ARE HIGH-RISK DIGITAL ASSETS

NDC and NDCjr are **high-risk digital assets** and may be subject to extreme volatility, rapid liquidity loss, smart contract failure, regulatory changes, delistings, and technological threats.

You may lose **some or all** funds used to acquire or interact with these tokens.

## NO OWNERSHIP RIGHTS / NO PROFITS / NO CLAIMS

Holding NDC or NDCjr does not grant any holder:

- equity ownership or shares in any entity
- rights to profits, income, revenue share, dividends, or distributions
- rights to redemption, repayment, refunds, or guarantees

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- rights to treasury assets, reserves, wallets, or off-chain assets
- rights to management, fiduciary obligations, or control
- any legally enforceable claim against ROCHU or any contributor

Tokens are not shares, notes, bonds, or traditional investment products.

## **NDC AND NDCjr ARE DISTINCT TOKENS**

NDC and NDCjr are separate token contracts and must not be confused.

Holding one token does not provide any rights in the other token, and they may have different:

- supply structures
- liquidity conditions
- risk profiles
- vesting schedules
- price behavior and volatility

## **TOKENOMICS DISCLOSURES (SUMMARY — INFORMATIONAL)**

### **NDC Tokenomics**

**Total Supply:** 100,000,000 NDC

**Allocation Framework (as publicly stated):**

- 55% Market: 55,000,000 NDC

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- 30% Treasury: 30,000,000 NDC
- 10% Community Incentives: 10,000,000 NDC
- 5% Founder's Fund: 5,000,000 NDC

**Collateral-Only & Never Sold Policy (Intent Statement):**

The Project's stated design intent is that Treasury and Founder's Fund allocations are **collateral-only** and **never sold into the open market**.

This is a policy commitment stated for transparency; however, users acknowledge there is no guarantee or legal right granted to token holders based on this intent statement.

## **NDCjr Tokenomics**

**Intended Total Supply:** 1,000,000,000 NDCjr

**NDCjr Vesting:**

NDCjr will include a transparent vesting schedule using a public vesting contract such as **Streamflow**, and is intended to follow the same vesting schedule framework as NDC.

**Experimental / Community Token Notice:**

NDCjr may be marketed or positioned as a meme/community token and may carry heightened volatility and speculative risk.

## **THIRD-PARTY PLATFORMS (NO CONTROL / NO LIABILITY)**

NDC and NDCjr may be displayed, swapped, traded, or tracked through third-party platforms including, but not limited to:

Pump.fun, Jupiter, Raydium, Phantom, Solflare, Dexscreener, DEXTools, GeckoTerminal, Birdeye, Photon, GMGN, Solscan.

The Project does not control these platforms and makes no warranties regarding:

- trading execution quality
- routing behavior
- price impact or slippage
- liquidity availability
- listing/delisting status

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- uptime, data accuracy, or reliability

## NO GUARANTEE OF PRICE, VALUE, OR LIQUIDITY

There is no guarantee that:

- NDC or NDCjr will have any value
- markets will remain liquid
- you can sell at a desired price
- any liquidity pool will remain funded
- you can exit without slippage
- tokens will remain visible on trackers

## REPORTING, AUDITS, AND TRANSPARENCY

### Quarterly Reports (Unaudited)

Quarterly Reports are intended as transparency updates and are not financial advice, investment research, or regulated disclosures.

Quarterly Reports may contain estimates, assumptions, third-party data references, and may be revised.

### Annual Report (Audited — Planned)

The Project intends to publish an Annual Report that may include an **audit**.

An audit does not imply or guarantee:

- profitability
- price stability
- liquidity
- risk elimination
- protection from loss

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## DEFI ACTIVITY DISCLOSURE

The Project may participate in DeFi activity involving lending, collateral, liquidity, or other on-chain strategies.

### Loss Risk

DeFi activity may result in partial or total loss due to:

- smart contract exploits
- liquidations
- stablecoin depegs
- governance attacks
- oracle manipulation
- protocol shutdowns
- counterparty / systemic risk
- unexpected fee changes or market conditions

### Not a Managed Product

The Project is not a hedge fund, investment manager, broker, dealer, commodity pool, or investment adviser. No fiduciary relationship exists.

## USER RESPONSIBILITIES & SECURITY

You are solely responsible for:

- protecting seed phrases and private keys
- verifying official token contract addresses
- preventing phishing and malicious approvals
- understanding slippage and MEV risks
- ensuring device and wallet security

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The Project will never request your seed phrase.

## **TAX RESPONSIBILITY**

You are solely responsible for taxes and reporting obligations in your jurisdiction.

If the Project later registers for tax purposes, such actions do not create obligations or rights for token holders.

## **NO U.S. RESTRICTION (USER RESPONSIBILITY STILL APPLIES)**

The Project is not intended to restrict U.S. persons from accessing information or participating.

However, you are solely responsible for ensuring your participation is lawful under your local laws, rules, and regulations.

## **NO MARKETING TO RESTRICTED JURISDICTIONS**

The Project is not intended to be marketed, promoted, or directed to any jurisdiction where such activity is prohibited, restricted, or requires licensing, registration, or regulatory approval.

Accessing the Project from any restricted jurisdiction is done at your own risk, and you are solely responsible for compliance with your local laws.

## **NO FIDUCIARY DUTY / NO PARTNERSHIP / NO AGENCY**

Nothing in the Project creates or implies:

- a fiduciary relationship
- a partnership or joint venture
- an employment relationship
- an agency relationship

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- any obligation to act on behalf of any token holder

Token holders are not clients, customers, partners, or principals of ROCHU.

## **NO WARRANTIES**

The Project is provided “AS IS” and “AS AVAILABLE” without warranties of any kind, including implied warranties of:

- merchantability
- fitness for a particular purpose
- non-infringement
- accuracy
- security
- uninterrupted access

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the Project and contributors are not liable for any loss or damages including:

- loss of funds
- trading losses
- liquidity loss
- hacks, exploits, or scams
- third-party platform failures
- inaccurate reporting
- regulatory action impacts
- inability to trade or access markets

Some jurisdictions may not allow certain liability limitations.

## **INDEMNIFICATION**

You agree to indemnify and hold harmless the Project and contributors from claims, damages, liabilities, and expenses (including attorneys’ fees) arising from your use of the Project or violation of these Terms.

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## **BINDING ARBITRATION & WAIVER OF CLASS ACTION**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.**

You agree that any dispute, claim, or controversy arising out of or relating to the Project, NDC, NDCjr, these Terms, or any communications shall be resolved by **binding arbitration**, except where prohibited by applicable law.

### **Arbitration Provider**

Arbitration will be conducted through a **mutually agreed arbitration provider** and conducted under that provider's applicable rules, unless the parties agree otherwise.

### **Individual Basis / No Class Actions**

You agree to arbitrate solely on an individual basis.

You waive any right to participate in a class-action, collective action, or representative proceeding.

### **Severability**

If any portion of this arbitration clause is found unenforceable, the remainder will remain in effect to the maximum extent permitted by law.

## **MODIFICATIONS TO THESE TERMS**

The Project may modify these Terms at any time. Continued use of the website or interaction with NDC or NDCjr constitutes acceptance of the updated Terms.

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## CONTACT & OFFICIAL LINKS

**Project Operator:** ROCHU

**Website:** [nodumpcoin.com](http://nodumpcoin.com)

**Official Contract Addresses:** [Insert]

**Solscan Links:** [Insert]

**Quarterly Reports Page:** [Insert]

**Annual Reports Page:** [Insert]

**Disclosures Page:** This page

## SECTION B — OFFICIAL DEFINITIONS (FOR CLARITY & NON-MISREPRESENTATION)

### 24) OFFICIAL DEFINITIONS (BINDING FOR ALL COMMUNICATIONS)

#### “Project”

Means the tokens NDC and NDCjr and any related websites, dashboards, social channels, documentation, or communications published under the ROCHU identity.

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## “Treasury”

Means wallets or allocations identified by the Project for internal strategy, operational planning, collateral usage, and transparency reporting.

**“Treasury” does not mean a guarantee, redemption pool, insured reserve, or promise of backing.**

## “Collateral-Only”

Means a stated policy that certain tokens are not intended to be sold into the open market as fundraising or personal profit-taking and may instead be used as collateral within DeFi strategies.

**“Collateral-only” is an intent statement and not a legally enforceable guarantee to third parties.**

## “Founder’s Fund”

Means the allocation intended for long-term alignment and strategy, including vesting and collateral-only design.

**Founder’s Fund does not grant token holders ownership rights or claim rights.**

## “Community Incentives”

Means tokens intended for ecosystem participation, contributor rewards, community programs, and long-term growth initiatives.

Nothing regarding community incentives is guaranteed.

## “Quarterly Reports”

Means informational transparency updates intended to summarize tokenomics, treasury activity, and on-chain verifiable data.

Quarterly reports are expected to be **unaudited** unless explicitly stated otherwise.

## “Annual Report”

This means a yearly transparency report intended to summarize operations and treasury-related activity and may include an **audit**.

An audit does not guarantee performance, profitability, or price stability.

## **“Yield”**

Means any outcome generated through DeFi protocols such as lending, liquidity provision, or similar activities.

Yield is not guaranteed and may be negative (losses).

## **“On-Chain Verification”**

Means verification through blockchain explorers or third-party tools (Solscan, Dextscreener, etc.).

Third-party tools may be inaccurate or delayed, and the Project does not control them.