

DeXe Terms of Use

Last Updated: 25 September 2023

- 1) These Terms of Use and the agreements incorporated herein by reference (collectively, the "**Terms**"), constitute a binding agreement between you (*as defined below*) and DeXe (*as defined below*) and apply to, and govern your access to, and use of, the Platform (*as defined below*), unless we have executed a separate written agreement with you for that purpose. We are only willing to make the Platform available to you if you accept all the Terms. By clicking "to accept" or accessing or using our Platform you agree to be bound by, and accept the Terms. If you do not agree to the terms, you shall not access or use the Platform. If you are accepting the Terms on behalf of a company or other legal entity (the "**Entity**"), you represent that you have the legal authority to accept the Terms on the Entity's behalf, in which case "you" will mean that Entity. If you do not have such authority, or if you do not accept the Terms, then we are unwilling to make the Platform available to you or such Entity. By accessing or using the Platform you affirm that you are of legal age to accept the Terms.
- 2) DeXe may make changes to the Terms from time to time. The changes will be effective immediately upon their publication. Please, review the Terms on a regular basis. You understand and agree that your express acceptance of the Terms or your access to or use of the Platform after the date of publication of the relevant changes shall constitute your agreement to the updated Terms. You can determine when the Terms were last revised by referring to the "LAST UPDATED" legend at the top of the then-current version of the Terms on the Platform.
- 3) If you are accessing or using the Platform with third-party products, hardware, software applications, programs, or devices (the "**Third Party Technology**"), you agree and acknowledge that: (i) you may be required to enter into a separate license agreement with the relevant third party owner or licensor for the use of such Third Party Technology; (ii) the Platform may not be accessible through the Third Party Technology, and (iii) DeXe cannot guarantee that the Platform shall always be available on or in connection with such Third Party Technology.
- 4) You shall not access or use the Platform if you: (i) do not agree to the Terms, or (ii) are prohibited from accessing or using the Platform by applicable law. You must be 18 (eighteen) years or older to access and use the Platform. If you are under 18 (eighteen) years of age, you are not permitted to access or use the Platform.
- 5) To access or use, the Platform you may be asked to provide certain registration details or other information. It is a condition of your access to or use of the Platform that all such information be correct, current, and complete in all respects.
- 6) The Terms or any part thereof may be translated into other languages for your convenience. The English language version of the Terms is the version that prevails at all times and in the event of any conflict between the English language version and a translated version, the English language version shall prevail.
- 7) Certain features of the Platform may be offered while still in the "beta" version (the "**Beta Versions**"). DeXe shall use its reasonable efforts to identify the Beta Versions by marking them within the Platform. By accepting the Terms, you understand and acknowledge that the Beta Versions are being provided as a "BETA" version and made available on an "AS IS" and "AS AVAILABLE" basis. The Beta Versions may contain bugs, errors, and other problems. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE BETA VERSIONS, INCLUDING ANY USAGE FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, we shall not be obliged to provide any maintenance, technical, or other support for the Beta Versions.
- 8) Please, refer to our [Privacy Notice](#) for information about how we collect, use, and share personal information about you. The Privacy Notice is hereby incorporated by this reference into the Terms. You agree to the collection, use, storage, and disclosure of your personal information in accordance with our Privacy Notice.
- 9) Certain components of the Platform may be published under various licenses by DeXe, including open-source licenses (the "**Applicable Licenses**"). To the extent there is a conflict between any Applicable License and these Terms, the terms of the Applicable License shall govern.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In addition to the terms defined elsewhere in the Terms, for all purposes of the Terms, the following terms have the meanings set forth in this section 1.1:

- (1) "**Affiliate**" means, in relation to any person at a given time, any other person that, directly or indirectly, controls, is controlled by or is under common control, with such person. For the purposes of the Terms, "**control**" (including, with correlative meanings, the terms "**controlled by**" and "**under common control with**"), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting shares, by contract, or otherwise;
 - (2) "**IP**" means: any or all of the following anywhere in the world: (i) all patents; (ii) all inventions (*whether patentable or not*), ideas, processes, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, improvements, discoveries, technical data, customer lists, proprietary processes and formulae, all source and object code, algorithms, architectures, structures, display screens, layouts, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records; (iii) all copyrights, copyrightable material including derivative works, revisions, transformations and adaptations, material that is subject to non-copyright disclosure protections, and all other works of authorship and designs (*whether or not copyrightable*); (iv) all trademarks; (v) domain names; (vi) websites and related content, and (vii) all manuals, documentation and materials relating to the above;
 - (3) "**IP Rights**" means all vested, contingent and future intellectual property rights, including worldwide statutory and common law rights, relating to, or owned by the relevant person anywhere in the world in IP, and all its variations, modifications or enhancements together with any application or right to apply for registration, renewal, extension, or protection of those rights;
 - (4) "**Platform**" means the website of DeXe, available at: <https://dexenetwork/>, including all subpages therein, as well as any additional services as set forth under Section 2.5 herein;
 - (5) "**DeXe**" ("**we**", "**us**" or "**our**") means DeXe Protocol Association, a foundation company incorporated in the Kanton Zug, Switzerland, with company number CHE-364.623.613, whose registered office is at Baarerstrasse 141, 6300, Zug; and
 - (6) "**User**" ("**you**", or "**your**") means you as the user of the Platform.
- 1.2. "Hereof", "herein", "hereunder", "hereby" and words of similar import will, unless otherwise stated, be construed to refer to the Terms as a whole and not to any particular provision of the Terms.
 - 1.3. "Include(s)" and "including" shall be construed to be followed by the words "without limitation".
 - 1.4. "Or" shall be construed to be "inclusive or" rather than "exclusive or" unless the context requires otherwise.
 - 1.5. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Terms.
 - 1.6. Section titles, captions, and headings are for convenience of reference only and have no legal or contractual effect.
 - 1.7. Whenever the context requires: the singular number shall include the plural, and *vice versa*; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

2. ACCESS AND USE OF THE PLATFORM

- 2.1. In consideration for your acceptance of the Terms, DeXe grants you a limited, revocable, personal, non-transferable, non-sublicensable and non-exclusive right to access and use the Platform pursuant to the terms and subject to the conditions of these Terms.
- 2.2. You shall not access or use, or attempt to do any of the foregoing, the Platform in any manner that may impair, overburden, damage, disable, negatively affect or otherwise compromise the Platform.
- 2.3. When you access or use, the Platform, you agree and undertake to comply with the following provisions:
 - (1) during the access to, or use of, the Platform all activities you carry out shall comply with the requirements of applicable laws and regulations, the Terms, and various guidelines of DeXe;

- (2) your use of the Platform shall not violate public interests, public morals, or the legitimate interests of others;
 - (3) you shall not be prohibited from accessing to, or using of, the Platform under applicable laws and regulations or other legal obligations binding on you; and
 - (4) unless otherwise provided for in the Applicable Licenses, without prior written consent from DeXe, you shall not: (i) copy, modify, reproduce, translate, localize, port or otherwise create derivatives of any part of the Platform; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Platform (*except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local, state, provincial, national or other law, rule or regulation*); (iii) rent, lease, resell, distribute, use in any unauthorized or unintended manner or otherwise exploit the Platform for purposes not contemplated by the Terms; (iv) remove or alter any proprietary notices, trademarks, or labels on or in the Platform; and (v) engage in any activity that interferes with or disrupts the Platform.
- 2.4. Your access to, or use of, the Platform may be interrupted from time to time for any of several reasons, including the malfunction of equipment, periodic updating, maintenance, or repair of the Platform or other actions that DeXe, in its sole discretion, may elect to take. You agree to release DeXe from any liability associated with such interruptions.
 - 2.5. Sometimes, we may need to provide additional terms for specific services (*and such services are deemed part of the Platform hereunder and shall also be subject to the Terms*). Those additional terms, which are available with the relevant service, then become part of your agreement with us if you use those services. In the event of a conflict between the Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service. We also may from time to time, and without any liability to you, modify, suspend or discontinue, temporarily or permanently, any part of the Platform for any reason.
 - 2.6. Any rights not expressly granted in the Terms are reserved by DeXe.

3. USE OF THE PLATFORM. INFORMATION AND SECURITY

- 3.1. For the purposes of the access to and use of the Platform, the User may be required to provide certain identifying information (*in certain cases*) (the "**ID**"), or connect its virtual assets wallet address.
- 3.2. You agree to and shall provide us with true, accurate, complete, and updated ID about yourself and to promptly notify DeXe in the event of any changes to any such information.
- 3.3. You shall be solely responsible for the security and proper use of all the ID, passwords, or other security devices used in connection with the Platform and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to or used by any other person or entity. You shall immediately inform DeXe if there is any reason to believe that your ID, password or any other security device used in connection with the Platform has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way. DeXe reserves the right (*at its sole discretion*) to request that you change or update your ID or other information, and you shall promptly comply with any such request.
- 3.4. You are solely responsible for all activity in connection with access to the Platform or using your ID, and for the security of your computer systems, and in no event shall DeXe be liable for any loss or damages relating to such activity.

4. BLOCKCHAIN-BASED PROTOCOL INTERACTIONS

- 4.1. From time to time, the Platform may provide a web-based user interface (the "**Interface**") that serves as a means of access to decentralized blockchain-based protocols (the "**Protocols**") on various public blockchains, including but not limited to Ethereum, BNB Smart Chain or DeXe Protocol, that allows you to send, receive, trade or otherwise interact with various assets and information on such public blockchains. By using such Interface functionalities on the Platform, you hereby agree and acknowledge that:
 - (1) The interface is distinct from the underlying Protocols and is offered solely as a convenient means for you to access and interact with the Protocols. However, the Interface is not the exclusive means of accessing and interacting with the Protocols. You may access and interact with the Protocols directly, or through any third party

without using the Interface;

- (2) DeXe does not control or operate the Protocols. Once deployed, the Protocols are fully operational and operate on their respective public blockchains without requiring any further input or management by any third party, including DeXe. As such, DeXe does not have the ability to change, amend, update or reverse any transactions, or any other interactions you have with such Protocols, whether conducted via the Interface or otherwise;
- (3) in using the Interface to access the Protocols, you are required to have access to a non-custodial wallet. Your relationship with that non-custodial wallet provider is governed by the applicable terms of service of the provider of such wallet. Neither DeXe nor any of its affiliates has any custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents;
- (4) each of the Interfaces is a purely non-custodial application, meaning we do not ever have custody, possession, or control of your virtual assets at any time. It further means you are solely responsible for the custody of the cryptographic private keys to the virtual asset wallets you hold, and you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how any of the Interfaces or Protocols will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet, and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised;
- (5) all transactions and other activities, including trades, that you submit via the Interface are unsolicited, which means that they are solely initiated by you, you have not received any investment advice from us in connection with any such transactions, and we do not endorse or express any suitability or other opinion on any activities or services accessible via the Protocols; and
- (6) blockchain-based transactions require the payment of fees to the appropriate public network (the "**Gas Fees**"). You are solely responsible for paying all Gas Fees in connection with any transaction you initiate via the Platform, including the Interfaces.

5. CONTENT AND IP RIGHTS

- 5.1. The Platform may contain materials, including information, trademarks, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content, which is owned, operated, licensed, or controlled by DeXe and which is protected by copyright, trademark, trade secret, or other proprietary rights (collectively, the "**DeXe Content**"). DeXe or its relevant suppliers, or licensors, retain all IP Rights in such DeXe Content. DeXe grants you a limited, revocable, personal, non-transferable, non-sublicensable and non-exclusive right to view the DeXe Content solely for your personal access to, and use of the Platform.
- 5.2. All DeXe Content is for informational purposes only, you should not construe any such information or other material as legal, tax, investment, financial, or other advice.
- 5.3. All DeXe Content is information of a general nature and does not address the circumstances of any particular individual or entity. Nothing in the DeXe Content constitutes a comprehensive or complete statement of the matters discussed or the law relating thereto. You alone assume the sole responsibility of evaluating the merits and risks associated with the access to, or use of, the Platform before making any decisions based on the information contained in the DeXe Content.
- 5.4. Except for any Feedback (*as defined below*) submitted by you, you retain any and all IP Rights you already hold under applicable law in materials, including information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content you upload, publish, and submit to or through the Platform (the "**User Content**"), subject to the rights, licenses, and other terms of the Terms, including any underlying rights of other users or DeXe in the relevant content that you may use or modify.
- 5.5. In connection with the User Content, you affirm, represent, and warrant that you own or have all necessary IP Rights, licenses, consents, and permissions to use and authorize DeXe and users to use the User Content in the manner contemplated by the Terms. You are solely responsible for complying with the terms of access and use of the User Content. The User Content is not controlled, investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any User Content accessed through the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the relevant User Content. Inclusion of the User Content does not imply approval or

endorsement thereof by us.

- 5.6. Because the law may or may not recognize certain IP Rights in any particular User Content, you should consult a lawyer if you want legal advice regarding your legal rights in a specific situation. You acknowledge and agree that you are responsible for knowing, protecting, and enforcing any IP Rights you hold, and that DeXe cannot do so on your behalf.
- 5.7. Except as prohibited by any applicable law, you hereby waive, and you agree to waive, any moral rights (*including attribution and integrity*) that you may have in any User Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (*if any*) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section.
- 5.8. You hereby grant to DeXe, and you agree to grant to DeXe, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and royalty-free right and license to use, copy, record, distribute, reproduce, disclose, modify, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and sell, re-sell or sublicense (*through multiple levels*), and otherwise exploit in any manner whatsoever, all or any portion of your User Content (*and derivative works thereof*), for any purpose whatsoever in all formats, on or through any media, software, formula, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You agree that the license includes the right to copy, analyze and use any User Content as DeXe may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Platform and future improvements to the Platform.
- 5.9. Your use of the Platform, including any transactions via the Interface, may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is solely your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.
- 5.10. You acknowledge and agree that the DeXe Content and Platform constitute IP belonging to DeXe or its relevant suppliers or licensors (the "**DeXe's IP**"), and as between you and us, all IP Rights related to the DeXe Content and Platform belong to us or our relevant suppliers or licensors. All uses of DeXe's IP shall inure to the benefit of DeXe.
- 5.11. You shall use DeXe's IP: (i) only in strict accordance with specifications and directions supplied by or on behalf of DeXe from time to time; (ii) only in connection with access to, or use of, the Platform and (iii) only in the form and style approved by DeXe.
- 5.12. You shall not include all or any portion of DeXe's IP in your IP or in the IP of any other person.
- 5.13. You shall not use DeXe's IP in a manner likely to cause confusion with, dilute or damage the goodwill, reputation or image of DeXe or its products and services.
- 5.14. You shall not register, attempt to register or lay any claim to any DeXe Content, DeXe's IP, or any IP, confusingly similar to DeXe Content or DeXe's IP.
- 5.15. No transfer, grant, or license of IP Rights to DeXe IP's or DeXe Content, is made or is to be implied by the Terms except as may be expressly stated otherwise herein.
- 5.16. We always appreciate feedback or other suggestions (collectively, the "**Feedback**"), but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

6. USERS' WARRANTIES AND REPRESENTATIONS

- 6.1. You hereby warrant and represent that:
 - (1) you are not relying on DeXe or any of its Affiliates, owners, directors, officers, counsel, employees, agents, or representatives for legal, investment, or tax advice. You represent that to the extent that you have any questions with respect to the Terms, you have sought professional advice;
 - (2) to the extent required by applicable laws, you have complied and will continue to comply with all applicable laws in connection with your access and use of the Platform, including all anti-money laundering and

counter-terrorism financing requirements; and

- (3) (i) you are not located in, and you are not a national or resident of, any country to which the United States, United Kingdom, European Union, Australia, or Canada has embargoed goods or services the same type as the Platform, including Cuba, Iran, North Korea, Russian Federation, Sudan or Syria, and (ii) you are not a person or entity, or owned by, under the control of, or affiliated with, a person or entity (a) that appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List; (b) that appears on the U.S. Department of State's Terrorist Exclusion List; (c) that appears on the Bureau of Industry and Security's Denied Persons, Entity or Unverified List; (d) that appears on the Consolidated List of Targets published by the U.K. HM Treasury; (e) that appears on the Consolidated List published by the A.U. Department of Foreign Affairs and Trade; (f) that is subject to sanctions in any other country, or (g) that is engaged in the design, development, or production of nuclear, biological or chemical weapons, missiles or unmanned aerial vehicles.

7. PROHIBITED ACTIVITIES

7.1. By accessing and using the Platform, including any Interface, you agree that you will not engage in, or attempt to engage in, any of the following prohibited activities:

- (1) Intellectual Property Infringement. Activity that infringes on or violates any IP Rights under the law.
- (2) Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks.
- (3) Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including, but not limited to, by providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- (4) Market Manipulation. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as "rug pulls", pumping and dumping, and wash trading.
- (5) Securities and Derivatives Violations. Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
- (6) Sale of Stolen Property. Buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
- (7) Data Mining or Scraping. Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from any part of the Platform.
- (8) Objectionable Content. Activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable.
- (9) Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including, but not limited to, the restrictions and regulatory requirements imposed by applicable laws.

8. TERM AND TERMINATION

- 8.1. These Terms are effective as of the date first set forth above and shall continue in effect until terminated or amended, revised or otherwise modified.
- 8.2. Except to the extent we have agreed otherwise in a separate written agreement between you and DeXe, we may terminate your right to access or use of the Platform at any time for any reason. Further, you agree that DeXe shall not be liable to you or any third party for any such termination of your right to access or use the Platform.
- 8.3. Except to the extent you have agreed otherwise in a separate written agreement between you and DeXe, you may terminate your access to, or use of, the Platform and the Terms at any time. In the event there is a separate

agreement between you and DeXe governing your access to, and use of, the Platform and that agreement terminates or expires, the Terms (*as unmodified by such agreement*) shall govern your access to, and use of, the Platform unless and until you terminate your access to, and use of, the Platform.

- 8.4. All provisions of the Terms that by their nature should survive termination of the Terms shall survive (*including all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum and intellectual property protections and licenses*).
- 8.5. You agree that DeXe, in its sole discretion, may suspend or terminate your access to, or use of, the Platform (*or any part thereof*) and remove and discard any content within the Platform, for any reason, including for lack of use or if DeXe believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, infringing, or illegal activity that may be grounds for termination of your access to, or use of, the Platform may be referred to appropriate law enforcement authorities. DeXe may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You agree that any termination of your access to, or use of, the Platform under any provision of these Terms may be effected without prior notice, and acknowledge and agree that DeXe may immediately terminate or deactivate your access to, and use of, the Platform. Further, you agree that DeXe will not be liable to you or any third party for any termination of your access to, or use of, the Platform.

9. INDEMNIFICATION AND DISCLAIMER

- 9.1. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD DEXE AND ITS AFFILIATES AND EACH OF THEIR OFFICERS, EMPLOYEES, CONTRACTORS, PARTNERS, MEMBERS, DIRECTORS, AND AGENTS (COLLECTIVELY, "**DEXE PARTIES**") HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RIGHTS, CLAIMS, ACTIONS OF ANY KIND AND INJURY (*INCLUDING DEATH*) ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE PLATFORM, ANY YOUR USER CONTENT, YOUR CONNECTION TO THE PLATFORM, YOUR VIOLATION OF THE TERMS OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER USER. NOTWITHSTANDING THE FOREGOING, YOU WILL HAVE NO OBLIGATION TO INDEMNIFY OR HOLD HARMLESS ANY DEXE PARTIES FROM OR AGAINST ANY LIABILITY, LOSSES, DAMAGES OR EXPENSES INCURRED AS A RESULT OF ANY ACTION OR INACTION OF SUCH DEXE PARTIES.
- 9.2. YOUR ACCESS AND USE OF THE PLATFORM IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND DEXE EXPRESSLY DISCLAIMS WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. DEXE (*AND DEXE PARTIES*) MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIMS ALL RESPONSIBILITY FOR WHETHER THE PLATFORM: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. DEXE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DEXE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE PLATFORM. WHILE DEXE ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE PLATFORM SAFE, DEXE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR DEXE CONTENT YOU INTERACT WITH, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM DEXE OR DEXE PARTIES OR THROUGH THE PLATFORM WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD DEXE RESPONSIBLE FOR ANY BREACH OF SECURITY.
- 9.3. FURTHER, YOU UNDERSTAND THAT BLOCKCHAIN-BASED SMART CONTRACT TRANSACTIONS AUTOMATICALLY EXECUTE AND SETTLE, AND THAT THEY ARE IRREVERSIBLE WHEN CONFIRMED. YOU ACKNOWLEDGE AND ACCEPT THAT THE COST AND SPEED OF TRANSACTING WITH CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS INCLUDING BUT NOT LIMITED TO ETHEREUM, BNB SMART CHAIN, DEXE NETWORK AND OTHERS ARE VARIABLE AND MAY INCREASE, SLOW DOWN OR OTHERWISE FLUCTUATE DRAMATICALLY AT ANY TIME.

- 9.4. YOU UNDERSTAND THAT WE DO NOT CONTROL OR OPERATE ANY PROTOCOLS AND WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SAFETY OR SOUNDNESS OF ANY PROTOCOLS. AS SUCH, WE ARE NOT RESPONSIBLE FOR ANY OF THESE VARIABLES OR RISKS, DO NOT OWN OR CONTROL ANY PROTOCOLS, AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING ANY PROTOCOLS VIA OUR PLATFORM. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING ANY INTERFACE TO INTERACT WITH THE PROTOCOLS.
- 9.5. SIMILARLY, WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY USE OF THE PLATFORM AND DEXE CONTENT, INCLUDING ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR; (II) SERVER FAILURE OR DATA LOSS; (III) UNAUTHORIZED ACCESS OR USE, AND (IV) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM.
- 9.6. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, THEREFORE, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY

- 10.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT DEXE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (*EVEN IF DEXE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES*), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) ACCESS TO OR USE OF THE PLATFORM; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM, OR (V) ANY OTHER MATTER RELATING TO THE PLATFORM. IN NO EVENT WILL DEXE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED USD 1000 (ONE THOUSAND).
- 10.2. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM, OR WITH THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS AND USE OF THE PLATFORM.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. All matters relating to these Terms and any dispute, claim, or cause of action arising therefrom or related thereto (*in each case, including non-contractual disputes or claims*), shall be governed by and construed in accordance with the internal laws of Switzerland without giving effect to any choice or conflict of law provision or rule (*whether of Switzerland or any other jurisdiction*).
- 11.2. If the User has a potential legal dispute, claim, or cause of action against DeXe, the User shall first (*prior to initiating any litigation proceedings*) contact DeXe by sending an email to: info@dexe.network (*subject line: "Dispute"*) describing the nature of the potential dispute, claim, or cause of action and providing all relevant documentation and evidence thereof. If so elected by DeXe, the User shall use commercially reasonable efforts to negotiate a settlement of any such legal dispute, claim, or cause of action within 60 (sixty) calendar days of the delivery of such email. Any such dispute, claim, or cause of action that is not finally resolved by a binding, written settlement agreement within such 60 (sixty) calendar days shall be brought and resolved exclusively in accordance with the following provisions of this Section 11.
- 11.3. Any legal suit, action or proceeding arising out of, or related to, these Terms or Platform shall be instituted exclusively in Switzerland in the Kanton of Zug although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your jurisdiction of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue in such courts.

12. NOTICES

We may provide any notice or communication required or permitted hereunder by posting such notice or communication on our Platform or through any other electronic means reasonably likely to be received by you. You may contact us at the following contact details:

Name: DeXe Protocol Association

Address: Baarerstrasse 141, 6300, Zug

Email: info@dexe.network

13. MISCELLANEOUS PROVISIONS

- 13.1. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.
- 13.2. You shall not assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of your rights and obligations under these Terms without the prior written consent of DeXe. DeXe may assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under these Terms without your prior written consent.
- 13.3. These Terms set forth the entire agreement between you and DeXe with regard to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, both written and oral, between you and DeXe with respect to the subject matter hereof.
- 13.4. Should any term, condition, provision, or part of these Terms be found to be unlawful, invalid, illegal, or unenforceable, that portion shall be deemed null and void and severed from these Terms for all purposes, but such illegality, or invalidity or unenforceability shall not affect the legality, validity, or enforceability of the remaining parts of these Terms, and the remainder of these Terms shall remain in full force and effect, unless such would be manifestly inequitable or would serve to deprive either Party of a material part of what it bargained for in entering into these Terms.
- 13.5. No failure or delay on the part of DeXe in the exercise of any power, right, privilege, or remedy under the Terms shall operate as a waiver of such power, right, privilege, or remedy; and no single or partial exercise of any such power, right, privilege, or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. DeXe shall not be deemed to have waived any claim arising out of the Terms, or any power, right, privilege, or remedy under the Terms, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of DeXe, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 13.6. Nothing contained in these Terms shall be deemed to constitute a partnership, joint venture or employment.
- 13.7. These Terms shall inure to the benefit of DeXe, the Users, and their respective permitted successors, permitted assigns, permitted transferees and permitted delegates and shall be binding upon all of the foregoing persons and any person who may otherwise succeed to any right, obligation, or liability under these Terms by operation of law or otherwise.
- 13.8. DeXe shall not incur any liability or penalty for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated hereby by reason of any occurrence that is not within its control (*including any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network, or any aspect thereof, or any hack, denial-of-service or other attack on the foregoing or any aspect thereof, or on the other software, networks and services that enable DeXe to provide the Platform*). It is understood that DeXe shall use commercially reasonable efforts, consistent with accepted practices in the industries in which DeXe operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.