

DEXIMUM

TERMS OF SERVICE

Date of the latest update: July 15, 2021

By accessing or using any of the services provided by Deximum through the website (HTTPS) or any other related products or applications made available by Deximum (collectively, the “Services” or “Products”), you agree that you have read, understood, and accepted all of the terms and conditions contained in this Agreement, as well as our Privacy Policy. If you do not agree, you must not access or use the Services.

1. Modifications to Terms

Deximum reserves the right to modify or change the Terms at our sole discretion at any time. Any and all modifications or changes to these Terms will be effective immediately upon being posted on the website. It is your responsibility to update your contact information, including but not limited to the email address provided to us; failure to do so may result in you not receiving notice of any such changes to the Terms.

2. Description of Services

Detailed list of currently available Services and their specifications can be found below in this Section. We reserve the right to modify and update the list of available Products and their contents at any time.

2.1. Deximum Platform

Deximum Platform provides a website-hosted user interface made available by Deximum. The Platform provides access to potential virtual currency exchange interaction possibilities in a form of data live and other Company’s products.

2.2. DexiSwap Exchange

DexiSwap Exchange allows users to perform swap operations with certain virtual currencies. This Product is only capable of supporting certain virtual

currencies, list of which may be updated at any time and is available at the Website.

2.3. Platform Rewards

We reserve the right to provide different types of rewards to Users in the form of compliant virtual currency or in any form at our discretion and without prior notice to you.

3. Transactions, Payments & Fees

Transactions that involve the use of an underlying blockchain or other decentralized or permissioned infrastructure (the “Distributed Ledger Technology”) require that you pay a fee for the computational resources required to perform a transaction on the particular Distributed Ledger Technology network. We have no control over such networks and, therefore, cannot and do not ensure that any transaction details that you submit via our Products will be confirmed and processed. By using Deximum , you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by the third-party Distributed Ledger Technology network. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens stored at your wallet address to complete any transaction on the Distributed Ledger Technology before initiating such transaction.

By accepting these terms, you agree to pay the fees for Crypto Currency Transactions completed via Products (the “Fees”) as defined by Deximum , which may be subject to changes. Changes to the Fees are effective when implemented to the system and will apply prospectively to any transactions that take place following the effective date. You hereby authorize Deximum , or our designated payment processor, to charge or deduct virtual currency from your Account for any applicable Fees owed in connection with transactions you complete via the Products.

4. User Account

“Account” is a user account accessible after the registration process and via the Products, where virtual currencies may be stored and swapped by User. To be able to access and use our Products, you’re obliged to register for an Account with Deximum

4.1. Registration

To register for an Account, User must provide a valid email address, his first and last name, and a referral code, as well as accept the Terms of Service and Privacy policy. Information provided during registration is used for user verification and can be used for communication purposes, Products updates etc.

4.2. Account Info

You will be able to view the details of your account history as determined by Deximum , up to a specific period of time as determined by Deximum in our sole discretion. This account history may include information such as:

- your virtual currency balance;
- executed transactions details;
- unexecuted transactions details;
- deposit and withdrawal information.

5. Accuracy of Information

You hereby represent and warrant that any information you provide via the Products is accurate and complete. You accept and acknowledge that we are not responsible for any errors or omissions that you personally make in connection with any transactions initiated via the Products. We strongly encourage you to review your transaction details carefully before attempting to transfer virtual currencies.

6. Communications

By accepting these Terms, you agree to receive communication letters from Deximum. Any and all communications from Deximum will be provided to you via email at the address provided when accessing the Services. Deximum shall not be responsible for any harm you may suffer as a result of your failure to receive any notice provided to you in connection with these Terms or your use of Services so long as such notice is provided to such email address. Deximum may also communicate with you through other methods, including instant messaging or chat applications either operated by Deximum or an authorized third party.

7. Compliance Obligations

The Products may not be available or appropriate for use in all jurisdictions. By accessing or using the Services, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Interface and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

8. Eligibility Criteria

By using or accessing our Products, you affirm and represent that you:

- Are at least 18 years old or of legal age to form a binding contract under applicable law according to your local relevant jurisdiction;
- Are an individual with full legal capacity and authority to enter into these Terms;

- Have not been previously suspended or banned from using our Products;
- Will not use our Products or will immediately cease using those if any applicable law in your country prohibits you at any time from doing so;
- Will not use our Products or will immediately cease using those if you are a resident or become a resident at any time of the state or region (in accordance with such state or region definition of residency), where the crypto assets transactions you are going to execute are prohibited or require special approval, permit and/or authorization of any kind, which Deximum and/or You have not obtained in this state or region;
- Are not a resident of the following countries, where “resident” means a person currently staying in aforementioned countries, regardless of this person’s legal status:
 - Afghanistan
 - American Samoa
 - Bahamas (the)
 - Bermuda
 - Bosnia and Herzegovina
 - Burundi
 - Central African Republic (the)
 - Congo (the Democratic Republic of the)
 - Congo (the)
 - Cuba
 - Ethiopia
 - Guam
 - Ghana
 - Guinea
 - Guinea-Bissau
 - Iran (Islamic Republic of)
 - Iraq
 - Japan
 - Korea (the Democratic People's Republic of)
 - Lao People's Democratic Republic (the)
 - Lebanon
 - Libya
 - Mali
 - Pakistan
 - Panama
 - Samoa
 - Somalia
 - South Sudan
 - Sri Lanka
 - Sudan (the)
 - Syrian Arab Republic (the)
 - Tanzania, the United Republic of
 - Trinidad and Tobago
 - Tunisia
 - Uganda
 - United States of America (the)

- Vanuatu
- Venezuela (Bolivarian Republic of)
- Virgin Islands (U.S.)
- Yemen
- Zimbabwe
- Are not on any trade or economic sanctions lists, such as the UN Security Council Sanctions list;
- Are not designated as a “Specially Designated National” by the Office of Foreign Assets Control of the U.S. Treasury Department;
- Are not placed on the U.S. Commerce Department’s “Denied Persons List”.

9. Usage Guidance

When accessing or using the Products, you agree that you shall not perform any actions in a manner that:

- Breaches the Terms;
- Infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- 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;
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services;
- Seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Disguises or interferes in any way with the IP address of the computer you are using to access or use the Interface or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Interface;
- Transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Contributes to or facilitates any of the foregoing activities.

10. Risks Disclosure

The following list of risks associated with digital assets and the Services is not exhaustive and can be changed, updated or modified at any time without prior notice to users.

10.1. Disclaimer of accuracy of information

All information provided in connection with your access and use of the Services is for informational purposes only and should not be construed as professional, financial or legal advice. You should not take, or refrain from taking, any action based on any information contained in any of the Products or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Products, you should always do your own research and conduct due diligence. Any decision to buy or sell digital assets is solely the user's decision and we will not be liable for any consequent loss.

10.2. Risks associated with virtual currencies

By accessing and using the Services, you hereby represent that you understand the inherent risks associated with using Distributed Ledger Technology networks, and that you have a working knowledge of the usage and intricacies of virtual currencies. You hereby agree that we are not responsible for the operation, functionality or security of the Distributed Ledger Technology networks and not liable for any loss of token value you may encounter due to any operating change, malfunction or failure of such networks. You further understand that the markets for these digital tokens are highly volatile, and that there are substantial risks associated with digital tokens including loss of value. As with any asset, the value of virtual currencies is subject to drastic changes and can go up or down, making for a substantial chance of profit as well as loss of money when buying, selling, holding, or investing in virtual currencies. In entering into any transaction, you represent that you have been, are, and will be solely responsible for making your own independent appraisal into the risks of the transaction and the underlying digital asset.

10.3. No guarantee of continuous access to Services

We reserve the right to change, suspend, or discontinue any aspect of the Services at any time and in any jurisdiction, without notice and without liability. We do not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of our site may be interfered with by numerous factors outside of our control, including regulatory reasons and issues with the Distributed Ledger Technology networks. We will make reasonable efforts to ensure that transactions are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete transactions.

11. Limitation of Liability

In no event shall Deximum, its affiliates and service providers, or any of their respective officers, directors, agents, employees or representatives, be liable for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of

or in connection with authorized or unauthorized use of the Services, even if an authorized representative of Deximum has been advised of, knew of, or should have known of the possibility of such damages. For example (and without limiting the scope of the preceding sentence), you may not recover for lost profits, lost business opportunities, or other types of special, incidental, indirect, intangible, or consequential damages. Under no circumstances shall We be required to deliver to You any virtual currency as damages, make specific performance or any other remedy. If You would base Your calculations of damages in any way on the value of virtual currency, You and We agree that the calculation shall be based on the lowest value of the virtual currency during the period between the accrual of the claim and the award of damages.

We shall not be liable for any damages caused in whole or in part by

- the malfunction, unexpected function or unintended function of any computer or cryptocurrency network, including without limitation losses associated with network forks, replay attacks, double-spend attacks, sybil attacks, 51% attacks, governance disputes, mining difficulty, changes in cryptography or consensus rules, hacking or cybersecurity breaches;
- the change in value of any virtual currency;
- any change in law, regulation or policy;
- force majeure.

This limitation of liability is intended to apply without regard to whether other provisions of these Terms have been breached or have proven ineffective.

12. Indemnification

You agree to indemnify and hold harmless Deximum, its affiliates, subsidiaries, directors, managers, members, officers, and employees from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to your or any other person's use of your credentials or User Account in connection with:

- use of the Deximum Products;
- breach of these Terms or any other policy;
- feedback or submissions you provide;
- false, incomplete, or misleading information relied upon by us to verify your identity and source of funds, where applicable; or
- violation of any rights of any other person or entity;

This indemnity shall apply to your successors and assigns and shall survive any termination or cancellation of this Agreement.

13. Entire Agreement

These Terms constitute the entire agreement between Deximum and User with respect to the subject matter described herein and shall supersede all prior agreements and understandings, written or oral, between Deximum and User. Subsequent discussions or negotiations between you and Deximum or Deximum personnel shall only amend or become part of this User Agreement by way of a written amendment specifically referencing the last updated date and name of this Agreement.

