

## Dexsport Terms of Use

Effective Date: September 30, 2021

Welcome to [dexsport.io](https://dexsport.io), a website-hosted user interface (the "Interface") provided by Dexsport ("we", "us" or "our"). The Interface is a community-driven platform of Dexsport data protocol (the "Protocol") and software governed by and belongs to a Dexsport. The interface provides access to a platform that allows users to interact with virtual currency and liquidity pools.

Please read these Terms of Use (the "Terms") carefully as they are a binding legal agreement between you ("you", "your" and "user(s)") and Dexsport that govern your access to and use of the Interface. If you are accessing or using the Interface on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms and, in that case, "you", "your" or "user(s)" will refer to that entity.

By accessing, browsing or otherwise using the Interface, or by acknowledging agreement to the Terms on the Interface, you agree that you have read, understood and accepted all of the Terms and our Privacy Policy (the "Privacy Policy"), which is incorporated by reference into the Terms. If you do not agree to these terms and conditions of these terms of use, you must not access or use our Interface.

**NOTICE.** When you agree to these terms by using or accessing in the Interface, you are agreeing to resolve any dispute between you and Dexsport through binding, individual arbitration rather than in court. And you agree to a class action waiver, both of which impact your rights as to how disputes are resolved.

**Eligibility.** To access or use the Interface, you must be able to form a legally binding contract with us. Accordingly, you declare that you **(a)** are at least 18; **(b)** are not a persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the United States of America or any restricted territory; **(c)** don't break any laws of your jurisdiction by using the Interface; **(d)** are not located, established or registered in any of the jurisdictions enlisted below.

*Prohibited Localities.* Myanmar (Burma), Ivory Coast, Burundi, Cuba, Crimea and Sevastopol, Belarus, the United States, Antigua and Barbuda, Algeria, Bangladesh, Bolivia, Democratic Republic of the Congo, Iran, Iraq, Libya, Mali, Liberia, Nicaragua, Democratic People's Republic of Korea (North Korea), Nepal, Somalia, Morocco, Sudan, Syria, Yemen, Venezuela, Zimbabwe, Ecuador or any other State, country or any other state, country or region that is subject to sanctions enforced by the United States, the United Kingdom or the European Union.

You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.

**Access to the Interface and compliance obligations.** You are not permitted to access or use our Interface in any jurisdiction or country if it would be contrary to the law or regulation

of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Interface to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

You confirm and agree that when interacting with the Interface, you are not using cryptocurrencies assets in Dexsport games that come from drug trade and illegal markets on the dark web and other sources marked by any country as illegal. In case it is found that your cryptocurrencies have such origins, you will not be allowed to use the Dexsport platform in any case.

By accessing or using the Interface, 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.

You represent, warrant and agree that we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Interface being inaccessible to you at any time or for any reason.

You agree that all interactions related to the Protocol are executed outside of Dexsport's platform direct or indirect control. Dexsport platform does not interact with the virtual currency involved at any stage of your interaction. The interface may change, so you might see changes to some features or services.

**Your Use of Interface.** By using or accessing the Interface, you represent and warrant that you understand that there are inherent risks associated with virtual currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that Dexsport is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Interface facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions. Before you make any financial, legal, or other decisions involving the Interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

Without limiting the foregoing, you acknowledge and agree that:

- The pricing information data provided through the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Interface.
- The Interface does not act as an agent for any of the users.
- The Interface does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation.

- You are solely responsible for reporting and paying any taxes applicable to your use of the Interface.

You also agree that the Interface provides accurate, current and complete information. Although, the Interface or relevant tools may contain technical inaccuracies or typographical errors. Therefore, you should check the information provided, since all decisions based on this information are your sole responsibility.

**Disclaimers.** You understand and agree that the Interface enables access to an online, decentralized and autonomous protocol and environment, and associated decentralized networks, that are not controlled by the Dexsport.

You agree that Dexsport cannot and does not represent and does not guarantee that the information contained in the Interface is complete, reliable, current or relevant to your needs. Also, any information available through the Interface is provided by third parties and/or calculated for informational purposes.

You understand and agree that your use of the Interface is at your sole risk. We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Interface and the code proprietary or open-source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability, or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Interface, code and any related information are accurate, complete, reliable, current or error-free.

The Interface provided on an “AS IS” and “AS AVAILABLE” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Interface.

You understand and acknowledge that Dexsport is not responsible for transferring, safeguarding, or maintaining your private keys or any virtual currency associated therewith. You also acknowledge that Dexsport is not responsible for the fact that you lose, mishandle or have stolen associated virtual currency private keys and that you may not be able to recover the associated virtual currency.

By accessing and using the Interface, you represent that you understand (a) the Interface facilitates access to the Protocol, the use of which has many inherent risks, and (b) the cryptographic and blockchain-based systems have inherent risks to which you are exposed when using the Interface. You further represent that you have a working knowledge of the usage and intricacies of blockchain-based digital assets, including, without limitation, ERC-20 token standard available on the Ethereum blockchain. You further understand that the markets for these blockchain-based digital assets are highly volatile due to factors that include, but are not limited to, adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with blockchain-based systems,

such as Ethereum, are variable and may increase or decrease, respectively, drastically at any time. You hereby acknowledge and agree that we are not responsible for any of these variables or risks associated with the Protocol and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Protocol.

**Prohibited Activity.** In accordance with the Terms of Use, you agree not to:

- 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 Interface;
- 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;
- 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 U.S. law;
- 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;
- Use cryptocurrencies assets in Dexsport games that come from drug trade and illegal markets on the dark web and other sources marked by any country as illegal;
- 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.

**Proprietary Rights.** We own all intellectual property and other rights in the Interface and its contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Interface or any of its contents. Accessing or using the Interface does not constitute a grant to you of any proprietary intellectual property or other rights in the Interface or its contents.

You will retain ownership of all intellectual property and other rights in any information and materials you submit through the Interface. However, by uploading such information or materials, you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner in accordance with applicable laws and regulations.

You may send comments, bug reports, or any other feedback (“Feedback”) and ideas to improve the Interface. By sending any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). If necessary under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

If (i) you satisfy all of the eligibility requirements set forth in the Terms, and (ii) your access to and use of the Interface complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Interface. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause in our sole discretion. Use of the Interface for any purpose not expressly permitted by the Terms is strictly prohibited. Unlike the Interface, the Protocol is comprised entirely of open-source software running on the public Ethereum blockchain and is not our proprietary property. The Protocol may also run on the other blockchains to which the same clause applies.

**Third-Party Resources and Promotions.** The Interface may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

**Privacy Policy.** The Privacy Policy discloses the ways in which we collect, use, store and disclose your personal information. You acknowledge and agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy.

**Indemnity.** You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from **(a)** your access to and use of the Interface; **(b)** your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and **(c)** any other party’s access and use of the Interface with your assistance or using any device or account that you own or control.

**Limitations of Liability.** Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited

to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of the Interface, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Interface, or from any access to or use of any information obtained by any unauthorized access to or use of the Interface. We assume no liability or responsibility for any: **(a)** errors, mistakes, or inaccuracies of content; **(b)** personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the Interface; **(c)** unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein; **(d)** interruption or cessation of function related to the Interface; **(e)** bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; **(f)** errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Interface; and **(g)** the defamatory, offensive, or illegal conduct of any third party. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

**Dispute resolution and arbitration.** You and Dexsport agree that any dispute arising out of or related to these Terms is personal to you and Dexsport and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, you and Dexsport: (a) waive the right to have any and all disputes or claims arising from these Terms, your use or access to the Interface or any other disputes with Dexsport (collectively, "Disputes") resolved in a court; and (b) waive any right to a jury trial. that any dispute arising out of or related to these Instead, you and Dexsport agree to arbitrate Disputes that are not resolved informally (as described below) through binding arbitration (i.e. the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court).

You and Dexsport agree that any dispute arising out of or related to these Terms is personal to you and Dexsport and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding. Further, you and the Dexsport agree that a dispute cannot be brought as a class, or other types of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

For any dispute or claim that you have, you agree to first contact Dexsport and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Dexsport by email at [team@dexsport.io](mailto:team@dexsport.io). You and Dexsport agree to notify each of you in writing within thirty (30) days of when it arises in order to attempt to resolve the Dispute informally. The Notice to Dexsport must include your name, postal address, and email address; a description of the nature or basis of the Dispute; and the specific action that you are seeking.

If you and the Dexsport cannot resolve the Dispute within thirty (30) days of the Dexsport receiving the notice, either you or Dexsport may, as appropriate pursuant to this Section 9, commence an arbitration proceeding. You and the Dexsport agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and the Dexsport agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute).

**Governing law.** The interpretation and enforcement of these Terms are governed by and will be construed and enforced under the laws of the Seychelles, without regard to principles of conflict of laws, govern the Terms and any Dispute between you and us.

Any dispute must be finally settled by Binding Arbitration in accordance with these Terms and Conditions. Any unresolved dispute arising out of or in connection with these Terms and Conditions shall be referred and considered and resolved by arbitration in accordance with the rules of the London Court of International Arbitration (LCIA).

Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in London, United Kingdom, in English, in accordance with the LCIA Arbitration Rules. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction, to the extent a court therein would be deemed to be a court of competent jurisdiction other than any court located in the United States of America. You further agree that the Interface shall be deemed to be based solely in the Seychelles and that, although the Interface may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the Seychelles.

As limited by these Terms and applicable arbitration rules, the arbitrator will have the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute; and the authority to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

**Changes to the Terms of Use.** We may amend any part of these Terms at any time by posting an updated version of these Terms. The changes will become effective and shall be deemed accepted by you, the first time you use or access the Interface after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Interface, including any transactions initiated after the posting date. If you do not agree with the updated version of the Terms, your sole and exclusive remedy is to terminate your use of the Interface.

Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

**Entire Agreement.** These Terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or

contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.

Please write to us if you have any questions, complaints or suggestions about the Terms of Use at this address [team@dexsport.io](mailto:team@dexsport.io).