

## **Terms and Conditions**

For the Website provided by Dexer LLC (hereinafter referred to as the “**Company**”)

These Terms were last updated on 18 January 2023.

These Terms govern any access or use of the websites in the dexer.io domain, and all products and services associated with it (hereinafter collectively referred to as the “**Website**”).

Please review the Terms below carefully. If you do not wish to abide by these Terms you may not use the Website.

### **Who We Are**

Dexer LLC (I/N 400325135), the company registered and functioning under the law of Georgia with headquarters located at Georgia, Tbilisi, Nadzaladevi district, San-zona settlement, building 10a, apt. N 16, providing Users with the Website informing them about tokens on the DEX markets.

References to “Company”, “we” and “our” throughout these Terms collectively refer to the aforementioned legal entity, and references to “User”, “you” and “your” throughout these Terms collectively refer to any User using the Website.

### **Your Consent**

You acknowledge and agree that by accessing or using the Website, you are indicating that you have read, understand and agree to these Terms and to be bound by them.

### **User and Legal Age**

You are solely responsible for determining whether your accessing and/or use of Website and its associated services are compliant with applicable laws in your jurisdiction and you warrant to us that such activity is allowed by laws of the territory where you reside. Any claim against Company brought by you for any reason whatsoever in regard to the above mentioned will be considered void and shall not be accepted.

In order to use any of our products and services, you shall not be, or be located in a country subject to any financial sanctions, embargoes or other restrictive measures imposed by the United Nations, European Union, any EU country, UK Treasury or US Office of Foreign Assets Control (OFAC), or any governmental authority in any jurisdiction in which this Website is available, or that has been designated by the United States government, the UK, European Union, or any EU country as a "terrorist supporting" country; or/and be listed on any United States government, the UK, European Union, or any EU country list of prohibited or restricted parties.

By accessing the Website, you represent and warrant that you are at least 18 years of age. You declare that you have reached the age of majority and therefore have the right to make decisions regarding using of the Website and its associated services. It is your sole responsibility to inquire about the existing laws and regulations regarding the age limitation for the activities available on the Website in the jurisdiction of the territory where you reside.

### **Terms for any Possible Purchase of Tokens through the Website**

If the Website ever enables you to buy a token, you acknowledge and understand that:

- any change of ownership of tokens on the Website will be mediated entirely by smart contracts without any interference of the Company. Therefore, you will be entirely responsible for the safety and management of your own private wallets and validating all relevant transactions and contracts before approval. Furthermore, as the respective smart contracts run on blockchain, there is no ability, to undo, reverse, or restore any transactions; and
- by purchasing a token, you are not acquiring any equity or other ownership or profit-sharing interest in the Company, or any of their affiliates or any brand or other business venture.

## **Disclaimer**

COMPANY ENDEAVORS TO PROVIDE INFORMATION THAT IS BELIEVED TO BE ACCURATE. HOWEVER, COMPANY CANNOT ACCEPT RESPONSIBILITY FOR ANY LOSS OR INCONVENIENCE CAUSED BY RELIANCE ON ANY MATERIAL CONTAINED IN THE WEBSITE. DESPITE THE NATURE OF MUCH OF THE MATERIAL CREATED AND HOSTED ON THE WEBSITE, COMPANY IS NOT FINANCIAL REFERENCE RESOURCE AND THE OPINIONS OF AUTHORS AND OTHER CONTRIBUTORS ARE THEIR OWN AND SHOULD NOT BE TAKEN AS FINANCIAL ADVICE. IF YOU REQUIRE ADVICE OF THIS SORT, COMPANY STRONGLY RECOMMENDS CONTACTING A QUALIFIED PROFESSIONAL.

ALL MATERIALS ON THIS SITE ARE FOR INFORMATIONAL PURPOSES ONLY. NONE OF THE MATERIAL SHOULD BE INTERPRETED AS INVESTMENT ADVICE.

WEBSITE PROVIDED TO YOU "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

WE MAKE NO WARRANTY THAT WEBSITE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

COMPANY SHALL HAVE NO LIABILITY FOR ANY INFORMATION PUBLISHED ON THE WEBSITE, OR LINKED WEBSITES, OR CONTAINED IN ANY USER SUBMISSIONS PUBLISHED ON WEBSITE, OR PROVIDED BY THIRD PARTIES. NEITHER COMPANY NOR ITS THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSSES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE TYPE OF LIABILITY.

WE MAY SUSPEND OUR WEBSITE FOR INDEFINITE PERIODS OF TIME FOR TECHNICAL MAINTENANCE OR UPGRADE OR OTHERWISE. THE FUNCTIONS AND FEATURES OF WEBSITE ARE SUBJECT TO CHANGE WITHOUT NOTICE.

COMPANY IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND THAT ARE CAUSED DUE TO USER'S MISUSE OR ABUSE OF WEBSITE, WHICH INCLUDE ALL RESULTING LOSSES BY ANY THIRD PARTIES.

## **Risks Assumption and Release**

By using Website or services associated to it, you accept and acknowledge as follows:

- inherent security risks of providing information and dealing online over the Internet and nobody may hold Company responsible for any breach of security;
- various risks inherent to using digital networks including but not limited to hardware failure, hacking, cybersquatting, software issues, internet connection failure, malicious

software, third party interference leading to access to the relevant wallets, smart contracts and other user data; Also, if the Website ever enables you to buy a token, legal risks inherent in trading digital currencies including risk related to regulations and restrictions under different jurisdictions;

- various risks related to regulations regarding tokens, blockchain technology, cryptocurrencies, and digital networks;
- various risks of any disruptions or other issues impacting cryptocurrencies, tokens, or the digital platforms;
- if the Website ever enables you to buy a token, Company will not be responsible or liable to anyone for any loss and take no responsibility for and will not be liable to anyone for any use of the wallet or/and smart contract, including but not limited to any losses, damages, or claims arising from User's forgotten passwords, incorrectly constructed transactions, or mistyped addresses; corrupted wallet files, smart contracts and any other digital infrastructure; any unauthorized third-party activities, including without limitation the use of viruses, phishing, brute-forcing, or other means of attack; server failure or data loss; any of the unlawful activities of anyone engaged in the project; any enforcement action against anyone engaged in selling and purchasing tokens for illegal trading;
- Company does not warrant that the wallet, smart contracts and any other digital infrastructure used for the tokens that might be available for purchase on the Website are free of viruses or errors, that its content is accurate, that it will be uninterrupted, that it will not be hacked or that defects will be corrected;
- If the Website ever enables you to buy a token, your purchase of tokens is not an investment and Company assumes no risks regarding the price of those tokens and its fluctuation;
- Company will not be responsible or liable to User for any loss of any kind including tokens or other assets, or taken in reliance on material, or information, contained in the wallet used by User or any third party;
- Nothing on this Website is or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase any of the financial products such as shares, securities, etc.

You agree to release Company, its affiliates, and third-party service providers, and each associated director, employee, agents, and officers, from claims, demands and damages, actual and consequential, of every kind and nature, known and unknown, disclosed or undisclosed, arising out of or in any way connected to your use of the Website, the content on it, and its associated services.

### **Gas Fee and Payments**

The Website ever enables you to buy a token, the Company will not have the ability to reverse any transactions and it will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage or any other transactions that you conduct via blockchain.

If the relevant platform used will require the payment of a transaction fee for every transaction that occurs on that network, you will need to pay such a transaction fee (e.g. gas fee) for each transaction since it is necessary for the network of computers and to run the decentralized network. The Company will have no insight into or control over any payments or transactions.

### **Limitation of Liability**

COMPANY ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR

INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

COMPANY'S TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, ANY PORTION OF THE WEBSITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO USD 100 (ONE HUNDRED UNITED STATES DOLLARS).

NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR COMPANY, ITS SUBSIDIARIES, LICENSORS OR AFFILIATES FOR ANY LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW. NEITHER PARTY LIMITS OR EXCLUDES LIABILITY FOR FRAUDULENT MISREPRESENTATION.

### **User Restrictions and Covenants**

You covenant that you shall not post or cause to post any threatening, libelous, defamatory, obscene material on Website. You shall not do anything or post any information that would:

- infringe third party's intellectual property, privacy or any other right;
- constitute or cause to constitute a criminal offense or/and give rise to civil liability, or promotes racial, ethnic and religious hate, pornographic content, content that promotes fascism, Nazism, communism or violence, content that offends religious feelings;
- contain a computer virus, worm, Trojan horse, time bomb, spyware or any other destructive element/code;
- contain advertising, promotional materials or third-party trademarks;
- constitute or contain false or misleading statements; or
- violates these Terms or/and any law.

You shall not:

- use any AI, crawlers, robots, scripts, browser automation tools or machine learning programs or misuse any algorithm while using Website;
- use VPN to bypass provider's block of your access to the Website; or
- violate, bypass or circumvent any security measure intended to limit or prevent access to the Website and services associated to it, or otherwise attempt to gain unauthorized access to the Website, any of its content or any computer systems and networks connected to the Website, whether through hacking, password mining, unauthorized use of another person's password/credentials or any other means.

Breaching of the foregoing Clause entitles Company to restrict your access to Website for an indefinite term, or/and to suspend or cancel your account (in case it exists) any time if you breach any of the terms hereunder or/and remove any rights granted to you.

### **Reliance on Information**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Website, or by anyone who may be informed of any of its contents. The Website

includes content provided by third parties, including materials provided by other third-party service providers, financial institutions, and/or other users. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company.

### **Indemnification**

You agree to indemnify and hold harmless Company and its parent, affiliate and subsidiary companies, and each of their respective officers, suppliers, directors, employees, agents, successors, licensees and assigns, from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to your breach of these Terms and violation of applicable law.

### **Privacy**

By using Website and related services, you are subject to Company's Privacy Policy located on the website [dexer.io](https://dexer.io), which is hereby incorporated into and made part of these Terms.

### **Intellectual Property Ownership**

All rights are expressly reserved by the Company. Nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to Company and the associated logos.

Website and the content contained on Website, including but not limited to, text, icons, designs, patterns, images, graphics, logos, and videos and the presentation, selection and arrangement thereof, any concepts, frameworks, know-how, software, applications, tools, or other technology, models, processes and algorithms underlying or embedded in the foregoing, along with any enhancements to or derivative works thereof and materials sent to you from Company are protected by intellectual property laws, including but not limited to copyright, trademark and other laws of any jurisdiction and international intellectual property laws.

Company exclusively owns all rights, title and interest in and to Website, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying Website.

You must not reproduce, distribute, license, sell, modify, create derivative works of, publicly display, publicly perform, republish, broadcast, download, store, or transmit any of the material accessible using our Website and its services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may not, and may not allow any third party to use the brand name of the Company, its logos or other intellectual property and assets in any kind of activities that may lead to misleading customers or/and false association, false endorsement, etc.

Unless Company permits otherwise in writing, you are not entitled to use the content published on the Website commercially or for profit.

We encourage you to inform us if you identify any intellectual property infringement on the Website.

## **User Postings**

You acknowledge and agree that Company owns and have the right to use, publish, and otherwise exploit any and all information that you post or otherwise publish on the Website in postings, community, forums or message, questionnaire and otherwise, and you acknowledge and agree that, by providing us any such information, you automatically grant to us a worldwide, non-exclusive, assignable, fully paid-up, royalty-free, perpetual, irrevocable license and right to use, reproduce, publish, distribute, modify and otherwise exploit such information for any purpose, and in any form now know or which becomes known after the date of these Terms.

You hereby waive any claims against Company for any alleged or actual infringements of any intellectual property rights, moral rights, privacy or publicity, or rights of attribution in connection with Company's use of such information.

To the extent permitted by the applicable law, we:

- do not represent and take responsibility on the accuracy of reliability of information posted to Website by Users/visitors; and
- hereby retain the right to refuse to post or otherwise publish any information, and the right to remove any such material for any ground/reason.

Website is and may be blocked in the future without any notice to you for certain territories due to their regulations.

## **Third-party Websites**

We may provide links to third-party websites. Therefore, some of the content on the Website may in fact be provided by third parties. Company does not have any responsibility for these third-party websites, which are governed by the terms of conditions and privacy policies, if any, of the applicable third-party content providers.

## **Applicable Law, Jurisdiction, and Class Action Waiver**

These Terms shall be deemed to have been entered into, and shall be interpreted in accordance with the laws of Georgia without reference to the principles of conflicts of laws. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be referred and finally resolved by the Arbitration in Georgia (country). Notwithstanding the foregoing, Company may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction. The place of arbitration will be Georgia.

NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THESE TERMS.

YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

YOU ALSO AGREE NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF WE ARE A PARTY TO THE PROCEEDING.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, RELATED TO OR CONNECTED WITH THE USE OF THE

WEBSITE AND ANY OF OUR SERVICES OR THESE TERMS SHALL BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BANNED.

If you do not wish to be bound by the arbitration and class-action waiver provisions, you shall notify us in writing within thirty (30) days of the date that you first accept these Terms unless a longer period is required by applicable law, and then you shall litigate any disputes against us in accordance with these Terms.

Your written notification shall be mailed to us at the address set out at the end of these Terms. If you do not notify us in accordance with this clause, you agree to be bound by the terms of the clause "Applicable Law, Jurisdiction, and Class Action Waiver" above, including, without limitation, the arbitration and class-action waiver provisions, and further including such provisions in any revisions we make to these Terms after the date of your first acceptance. Such notification shall include: (i) your name; (ii) your email address and mailing address; and (iii) a statement that you do not wish to resolve disputes with us through arbitration or waive your ability to participate in a class action.

If we make any changes to the clause "Applicable Law, Jurisdiction, and Class Action Waiver" above, you may reject any such change by sending us written notice, within thirty (30) days of the change, to the address set out at the end of these Terms. It is not necessary to send us a rejection of a future change to the clause "Applicable Law, Jurisdiction, and Class Action Waiver" above if you had properly opted out within the first thirty (30) days after you first accepted the provisions in this clause. If you have not properly opted out, then by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with this clause, as modified by any changes you did not reject. A notification sent pursuant to this paragraph solely affects these; if you previously entered into other arbitration or dispute resolution agreements with us or enter into other such agreements in the future, your notification that you are opting out of the provisions in this clause shall not affect the other arbitration agreements between you and the Company.

### **Severability**

If a part of these Terms becomes invalid or unenforceable under the applicable law, it shall be deemed to have been replaced by a valid and/or applicable provision which most closely matches the intention of the Company, and the remainder of the Terms shall remain in force. The clause "Applicable Law, Jurisdiction, and Class Action Waiver", including, without limitation, the arbitration agreement and class action waivers contained herein, will survive the termination of your relationship with the Company.

### **Miscellaneous**

We reserve the right to introduce, withdraw or amend websites, or any content, material, product offering or other services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or any of our services is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Website to users. You are responsible for making all arrangements necessary for you to have access to the Website and any of our services. To access the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide to access the Website and any of our services is correct, current, and complete.

These Terms completely replace any prior agreements between you and Company in relation to the Website and any services associated with it. Each party confirms that, in entering into the Terms it has not relied upon any representations or statements not expressly incorporated herein.

If Company does not exercise or enforce any legal right or remedy which is contained in these Terms or is available under applicable law, this will not be taken to be a formal waiver of Company's rights and that those rights or remedies will still be available to Company.

### **Amendments**

We may make changes to the Terms at our discretion. We encourage you to check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not access or use the Website or any of our services.

### **How to Contact Us**

If you have any questions or concerns, or need to submit any information, you can contact us via email directed to [office@dexer.io](mailto:office@dexer.io).