

DISCLAIMER

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You should carefully read this Disclaimer (the “**Disclaimer**”). By using, accessing or registering on the Service (as this term defined in the Terms of Use) in any manner, including but not limited to visiting or browsing the Website (as this term defined in the Terms of Use), you (as this term defined in the Terms of Use) agree to be bound by this Disclaimer and all other operating rules, policies and procedures (changes, amendment, alterations thereto) that may be published from time to time by the Company (as this term defined in the Terms of Use).

This Disclaimer should be read in conjunction with the Terms of Use.

1. INTRODUCTION

- 1.1. Disclaimer applies to you when using the Website.
- 1.2. Hereby you irrevocably declare:
 - 1.2.1. that you have read, understood, found satisfactory and fully accepted this Disclaimer;
 - 1.2.2. that you consider this Disclaimer and risk warnings and risk disclosures provided in the Website in any form.

2. COPYRIGHT NOTICE

- 2.1. Subject to the express provisions of this Disclaimer:
 - 2.1.1. we, together with our licensors, own and control all the copyright and other intellectual property rights on Website and the material thereon; and
 - 2.1.2. all the copyright and other intellectual property rights on Website and the material on Website are reserved.

3. LIMITED WARRANTIES

- 3.1. The Company does not give any warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the data, information, content on the Website or any website or services linked to the Website, or that the data, information, content available on the Website, or associated therewith, is or will be uninterrupted or error-free or that such errors or defects will be fixed or that the Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions.
- 3.2. The Company shall not be liable for availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
- 3.3. The data, information, content on the Website may not always be entirely accurate, comprehensive, complete or up-to-date and may also contain technical inaccuracies or typographical errors - no representation, warranty or undertaking is given by the Company in this regard. In particular, the Company shall not be obliged to remove any outdated information from the Website or to expressly mark it as outdated. You should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.
- 3.4. Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Website meet your specific requirements.
- 3.5. Neither the information posted on, nor any opinions contained within pages of the Website constitutes a public offer under any applicable law or an offer or solicitation or recommendation to make the investment, to enter into the contract, buy or sell any securities or financial instruments, to affect any transactions, or to conclude any legal act of any kind whatsoever. If any of information and opinions contained in the Website may be declared as constituting a public offer under the laws of the jurisdiction from which you wish to access the Website, you must not access the Website.

4. LIMITATION OF LIABILITY

- 4.1. The Service, including all the content, is provided on “as is” and “as available” basis and the Company makes no representations or warranties of any kind whatsoever for the Service.
- 4.2. To the fullest extent permissible by applicable law, the Company disclaims any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose. We do not warrant that the Service or any information, materials or content will be completely

secure, uninterrupted or error free, that defects will be corrected, or that the Website, the server, or blockchain technology that makes it available is free of viruses or other harmful components. We shall not be liable for the use of the Service, including, without limitation, the content and any errors contained therein provided by other users or third parties.

- 4.3. In no event will we be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any direct, indirect, special, incidental, or other consequential damages, lost profits, lost data, lost opportunities, costs of cover, exemplary, punitive, personal injury/wrongful death, each of which is hereby excluded hereby.
- 4.4. If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then the Company aggregates liability for all claims under such circumstances for liabilities shall not exceed one hundred U.S. dollars (100.00\$), or the amount you paid the Company directly, if any, in the past 3 (three) month for the Service giving rise to the claim (whichever is higher).
- 4.5. All materials contained within the Website shall be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, disclosures or hedge clauses apply to any partial document or material in the same manner as they do the whole, and will be deemed incorporated in the portion of any material or document that you consult or download.
- 4.6. Users of the Website should seek independent financial advice prior to making any investment decision and no information on the Website shall constitute general or specific investment, legal, tax or accounting advice of any kind. You should consult your own legal, financial, tax and other professional advisor regarding tokens, cryptocurrencies, or any other of the matters on the Website.
- 4.7. The Website and Service are not of broker, dealer, financial institution, exchange, custodian nature.
- 4.8. The published information contained on the Website does not constitute an offer to invest in securities and property rights that are not certified by securities, or solicitation for investment in securities in any jurisdiction.
- 4.9. In no event will Company and/or its affiliates be liable to any person for any loss arising out of any use of the information contained on the Website, or on any other hyper-linked website.
- 4.10. Please refer to the Disclaimer for the other provisions of Company's liability and warranties with regard to the data, information, and content on the Website.

5. INDEMNIFICATION

- 5.1. You agree to defend, indemnify and hold harmless the Company, our officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: (i) any breach by you of any provision of the Terms of Use; (ii) your Content; (iii) your use of information, materials or features available on the Website or through the Service; (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject; or (v) any transactions between you and a third party through information available on the Website or through the Service.

6. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 6.1. Nothing in this Disclaimer will:
 - 6.1.1. limit or exclude any liability for death or personal injury resulting from negligence;
 - 6.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - 6.1.3. limit any liabilities in any way that is not permitted under applicable law; or
 - 6.1.4. exclude any liabilities that may not be excluded under applicable law.