

## TERMS OF USE

Last revised: 19.11.2020

You should carefully read the following Terms of Use (the “**Terms of Use**”). By using, accessing or registering on the Service (as this term defined below) in any manner, including but not limited to visiting or browsing the Website (as this term defined below), you (as this term defined below) agree to be bound by the Terms of Use 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 below).

### 1. INTRODUCTION

- 1.1. These Terms of Use Policy determines the rules for using of the website (<https://dymmax.com/>) (the “**Website**”), applications, materials, other content, services and products provided (directly/indirectly) by the Company (the “**Service**”) by our counterparties (“**users**”, “**you**”, “**your**”).
- 1.2. The Services are operated by DYMMAX LP, a legal entity incorporated and existing in accordance with the legislation of Ireland (the “**Company**”, “**we**”, “**us**”, “**our**”). The Service may contain links to third-party websites, apps, utilities, etc. (not operated by Company) to exit the Service. The Company cannot accept liability for your use of services provided by such third parties.
- 1.3. Hereby you irrevocably declare:
  - 1.3.1. that you have read, understood, found satisfactory and fully accepted these Terms of Use;
  - 1.3.2. that you consider the Terms of Use and risk warnings and risk disclosures provided in the Website in any form.
- 1.4. We shall not be required to accept you as a counter-party, including acceptance as a full-fledged user, and we may be unable to accept you as a client until all Know-Your-Client and Anti-Money-Laundry documentation we require is duly executed and received, if required under applicable laws, and we reserve the right to reject your payments of any nature (donations, investments, payments, etc.) until it has received all necessary documentation, properly completed and duly executed.

### 2. YOUR ACCES TO SERVICE

- 2.1. The Service is neither targeted toward, nor intended for use by anyone who has not reached the sufficient age, has not have necessary consents (e.g., parental consents) and has not have relevant powers for such actions under the applicable law; as well as who has been barred from using the Website, receiving the Service, or other similar benefits under the applicable law (the “**Eligibility Criteria**”).
- 2.2. By enjoying the Service including mere browsing the content of Website you represent and warrant that you meet Eligibility Criteria (if not, you may not, under any circumstances or for any reason, receive the Service).
- 2.3. If you are accepting these Terms of Use and using the Service on behalf of an entity (a company, organization, government), you represent and warrant that you are duly authorized to do so and have the authority to bind such entity to these Terms of Use.
- 2.4. Generally, the Website and Service are public and can be accessed without login or registration. However, to use certain portions of the Service you are required to sign up for an account (<https://dymmax.com/login>). Therefore, to take full advantages of the Service, you shall register for the account.
- 2.5. When registered the account, you are strongly advised to take the following precautions:
  - 2.5.1. keep your account information up to date;
  - 2.5.2. maintain the security of your account by protecting your password and access to your device linked to the Service;

- 2.5.3. be held accountable for the actions that occur on your account;
  - 2.5.4. notify the Company immediately of any change in your eligibility to use the Service, breach of security or unauthorized use of your account.
- 2.6. Certain equipment and software may be required to access and use certain features of the Service. In addition, the Company may need to automatically update some of the software you obtain through the Service or provide you with new software to keep the Service functioning properly, which could include bug fixes, patches, enhanced features, missing plug-ins and new versions. By using the Service, you agree to such automatic updating.

### **3. USE OF SERVICE**

- 3.1. You may only use the Website and any content found in this Website (including, but not limited to, any images, logos, designs, insignia, marks, pictures, sounds, text, messages, tools, software, technology, products, files, information, data, demos, promotional materials, audiovisual and multimedia works and any other items or expressions) in accordance with the terms and conditions of these Terms of Use, and you agree to comply with these terms and conditions at all times.
- 3.2. Subject to the terms and conditions of these Terms of Use, the Company grants you a non-exclusive, non-transferable, non-sublicensable, revocable license, to access and use this Website, to view, read, print, download, share, and display, or otherwise use content, solely for your personal use only on the Website.
- 3.3. Please read [White Paper](#) that takes a closer look at our Service.
- 3.4. Whilst on Service, you shall not:
  - 3.4.1. commit any unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, insulting, hateful, defamatory, discriminatory act, or use hate speech, which includes statements on violence, superiority (ethnic or racial hatred), homophobia, condoning or justifying terrorism, as well as related to displaying controversial flags, or engage Company in any activity in connection with the Service that has implications in the form of such act;
  - 3.4.2. misuse of identification marks, trademarks, other information of Company, other users, third parties without proper authorization;
  - 3.4.3. represent that you are authorized to act on behalf of Company;
  - 3.4.4. take any action that imposes or may impose an unreasonable or disproportionately large load on Company infrastructure;
  - 3.4.5. interfere with, disrupt, negatively affect (or attempt thereto) the proper working of the Service or any activities conducted on the Service;
  - 3.4.6. fail to comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion;
  - 3.4.7. bypass, circumvent or attempt to bypass or circumvent any measures Company or authorities may use to prevent or restrict access to the Service;
  - 3.4.8. run any form of auto-responder or “spamming” on the Service, introduce any virus, Trojan, worms, junk mail or other harmful material to the Service;
  - 3.4.9. harvest or scrape any content from the Service;
  - 3.4.10. use the Service to participate in illegal lotteries, games of chance, or pyramid schemes;
  - 3.4.11. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent a blockchain smart contract technology so permit;
  - 3.4.12. modify, translate, or otherwise create derivative works of any part of the Service;
  - 3.4.13. copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;

- 3.4.14. use or transmit any content of the Website on or to any other network;
- 3.4.15. or otherwise take any action in violation of these Terms of Use or good practice.
- 3.5. To ensure a safe and healthy environment in Company, you shall not (and shall not permit any third party to) take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of any content that:
  - 3.5.1. is unlawful, false, misleading, untruthful or inaccurate;
  - 3.5.2. is violating these Terms of Use;
  - 3.5.3. infringes any patent, copyright, trademark, trade name, trade dress, trade secret, right of publicity, right of privacy, moral right, right of attribution or integrity or any other intellectual property right or proprietary right of any person or entity, or violates any law or contractual duty;
  - 3.5.4. crosses the line into abuse, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, tortious, offensive;
  - 3.5.5. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
  - 3.5.6. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
  - 3.5.7. impersonates any person or entity, including any of Company's employees or representatives;
  - 3.5.8. includes anyone's identification documents or sensitive financial information;
  - 3.5.9. asking for votes or engaging in vote manipulation;
  - 3.5.10. is otherwise inappropriate as determined by Company or authorities in their sole discretion.
- 3.6. You represent, warrant and covenant that:
  - 3.6.1. you will comply with all applicable laws, regulations and orders of any governmental authority in your use of the Service (including, without limitation, all export control laws, regulations, and orders);
  - 3.6.2. you are not located in, under the control of, or a national or resident of any country to which export of any content is prohibited by applicable law, regulation or order.

#### **4. TRANSACTIONS**

- 4.1. All transactions in respect of or in connection with the Service must be confirmed and recorded in the blockchain.
- 4.2. Hereby you accept and acknowledge that the Company is not responsible for any errors or omissions that you make in connection with any transaction initiated within the Service.

#### **5. COMPANY'S RIGHTS**

- 5.1. All right, title, license and interest in and to the Service and all associated proprietary rights are owned by the Company or its licensors, and no ownership of any of the foregoing items is transferred to you by virtue of these Terms of Use or the Company's permitting you to use the Service.
- 5.2. All rights not expressly granted to you hereunder are reserved by the Company and its licensors and other third parties. No right, title, license and interest in may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Services for any purposes is prohibited.
- 5.3. The information on the Website is subject to change without notice. The Company reserves the right to unilaterally and at its sole and absolute discretion (without prior notification), to:

- (a) vary, modify, add or remove features, or add, exclude or amend any data, information, content on the Website. Once you access or use the Website when or after the Website was altered as given in this clause (a), you shall be considered and having accepted and agreed to any such alterations and changes;
- (b) suspend or withdraw the provision of all or any of the information on the Website without prior notice at any time;
- (c) ban, limit or deny access to, or rule ineligible, cancel or suspend the right to utilize the Website or any of thereof;
- (d) block or restrict access to, or terminate, withdraw or suspend use of the Website in whole or in part. The Company shall not be liable for any loss which may be incurred; and
- (e) disable any hyperlinks (links) for whatsoever reason.

## **6. THIRD PARTY SITES AND RESOURCES**

- 6.1. The Service may permit users to link to, view, utilize or otherwise access to sites, services or other third-party resources on the Internet. These third-party resources are not under control of the Company, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such resources. If you believe that any linked third-party resources violate applicable law or may be inappropriate according to these Terms of Use, please notify us.
- 6.2. You shall bear entirely all at the risks of both using of the hyperlinks (links) and accessing to such websites (services): the Company and/or its affiliates do not provide any representation, warranty or undertaking regarding their safety and conformity to any expectations. Links to such third-party material, product, data, information, services and/or websites do not mean any approval and/or any endorsement by Company and/or its affiliates of such third-party material or the material, product, data, information, services and/or websites published and/or offered by third party.
- 6.3. The Company and/or its affiliates shall disclaim any responsibility and shall not be held liable for any third-party information or data placed on websites or services, linked to on the Website and shall not be held liable for any loss arising from you enjoying access to or utilizing such websites and/or services. You acknowledge sole responsibility for and assume all risk arising from use of any third-party material, product, data, information, services and/or websites.
- 6.4. The Company and/or its affiliates shall not be considered associated or affiliated in any manner with any trade, service or brand marks, logos, insignia or other devices utilized or appearing on websites at links provided on the Website under whatever conditions.

## **7. GOVERNING LAW**

- 7.1. You understand that your use of the Service hereunder is subject to all applicable personal laws, local laws, laws of Ireland, and international laws and regulations, and you agree not to violate such laws and regulations.
- 7.2. The issues concerning data protection of US- or EU-based users are subject to the applicable laws.

## **8. NO CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ACTIONS**

- 8.1. You hereby agree that any dispute arising out of or related to these Terms of Use, the Service is personal to you and the Company and will be resolved solely through individual court proceedings and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither you nor the Company agree to class action or arbitration in which one person attempts to resolve a dispute as a representative of another person or group of persons. Further you and Company agree that a dispute

cannot be brought as a class or other type of representative action, whether within or outside of court proceedings, or on behalf of any other person or group of persons

## **9. MISCELLANEOUS**

- 9.1. The Website is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Website is prohibited. Persons in respect of whom such prohibitions apply must not access the Website.
- 9.2. You agree not to:
  - (a) use our Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website;
  - (b) use Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - (c) use Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or
  - (d) use data collected from Website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 9.3. Unauthorized use of the Website may give rise to claim for damages and/or be criminal offense.
- 9.4. The Company shall not be liable for any failure to perform obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation, software or smart contract bugs or weaknesses, acts or orders of governmental authorities or super-governmental organization (e.g., sanctions measures).
- 9.5. Nothing in these Terms of Use is intended to nor shall create agency, partnership, joint venture, or employment relationship, as well as neither party has any authority of any kind to bind the other in any respect.
- 9.6. You understand that it is your responsibility to determine what, if any, taxes apply to your transactions via the Website, and it is your responsibility to report and remit correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether taxes apply to your transactions via Website or for collecting, reporting, withholding, or remitting any taxed arising from any transactions.
- 9.7. Currently, only English versions of any Company's communications, including these Terms of Use, are considered official. The English version shall prevail in case of differences in translation.

## **10. CONTACT US**

- 10.1. Any questions, comments, requests or complaints concerning these Terms of Use and other materials from the Service shall be directed to our help desk as listed on "Contact us" page of the Website.