

Version Date: October 20, 2018

## **DECENTRAX TERMS OF SERVICE AGREEMENT**

This is a binding agreement between you and DecentraX, Inc. ("DecentraX" or "We"). By opening and/or using one or more accounts with DecentraX, you ("you" and the term "user" may be used interchangeably) agree that you have read, understood, and accept all of the terms and conditions contained in this Terms of Service Agreement ("Agreement"), as well as our Privacy Policy.

We may modify this Agreement at any time and in our sole discretion. If we do so, we will change the "Version Date" above. By continuing to use the DecentraX Site (or "Platform") or its services following the release of any update of this Agreement, you consent to any and all updated terms of this Agreement. You are strongly encouraged to check this page regularly for updates to the terms of this Agreement.

### **PART 1: GENERAL USE**

#### **1. DecentraX Services**

1.1. Eligibility. You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement and to abide by and comply with its terms. By accessing the DecentraX Site, you are representing and warranting that, you are of the legal age of majority in your jurisdiction as is required to access the DecentraX Site and its related services (as referenced below). You further represent that you are otherwise legally permitted to use the DecentraX Site and its related services in your jurisdiction including owning cryptocurrencies, and accessing DecentraX's available services. You further represent you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that DecentraX is not liable for your compliance with such laws. By utilizing the DecentraX Site in any way, you represent that you understand the inherent risks associated with cryptocurrencies, and warrant that you have a working understanding of the usage of cryptocurrencies such as Ethereum (ETH) and Bitcoin (BTC), smart contract based tokens such as those that follow the Ethereum Token Standard, and blockchain-based software systems.

With regard to those users of the DecentraX Site also seeking to participate in the DCX Token sale, such users are subject the terms of the Token Purchase Agreement available on the DecentraX Site as well as the provisions made available in any Confidential Private Placement Memorandum made available in connection with a prospective purchase of DCX Tokens. Users of the DecentraX Site seeking to participate in the DCX Token sale also hereby agree to submit personal identification information to a third-party "know-your-customer" (KYC) service provider for purposes of maintaining a compliant token offering.

1.2. Services. Your DecentraX Account ("DecentraX Account" or "Account") provides access, *upon availability*, to the following services:

- The “DecentraX Wallet” that allows you to store, track, transfer and manage your cryptocurrencies;
- DecentraX exchange (“DEX”) that allows you to place and execute orders for buying or selling cryptocurrencies by using DCX Tokens as “gas”.

Collectively, the aforementioned specified services along with any future services made available through the Platform are referred to as the "DecentraX Services" in this Agreement. DecentraX is not a bank or financial institution and does not provide investment or financial advice or consulting services to users of the DecentraX Services. All DecentraX Services are the program functions of Platform enabled by the DecentraX Network.

## **2. DecentraX Account Registration**

2.1. Registration. In order to use the DecentraX Services, you may register for a DecentraX Account. Account registration will be subject the acceptance of the terms of this Agreement, the Privacy Policy, and with respect to users having purchased DCX Tokens through the DCX Token Sale, the terms of the Token Purchase Agreement and any supplied Confidential Private Placement Memorandum. Following registration, you shall ensure safety and confidentiality of your password and bear all risks related to the disclosure of your password to third parties. The Company or any affiliated person is not in possession of your password and at no event shall bear any liability in case of loss of the password or its disclosure to a third party. With respect to any user with a DecentraX Account, the Company may ask you to provide at any stage additional personal information.

2.2 Refusal of Service. We may, in our sole discretion, refuse to register a DecentraX Account for any user, limit the number of DecentraX Accounts that any user may hold, and/or render ineligible any particular DecentraX Account for usage with any service.

## **3. DecentraX Network**

3.1. Protocol governs relations within DecentraX Network, which is a distributed decentralized electronic ledger that is maintained by participants of the DecentraX Network vested with the right to approve transactions in this network (“Noderunners”) and that is available to you through the Platform. All entries in the DecentraX Network are transactions in the native DCX Tokens. DCX Tokens are necessary for the performance of the DecentraX Network and correct provision of all associated services and capabilities. You shall acquire DCX Tokens, as needed, in order to use the DecentraX Services.

3.2 Upon full launch of the DecentraX Network, DCX Tokens will bear the characteristics of a cryptocurrency with no centralized issuer. At that time the Company will not have control over the price DCX Tokens are traded on the DEX and at any other cryptocurrency exchange.

3.3 You may lease your DCX Tokens by sending them to Noderunners and receive the payment from the Noderunners for any DCX Tokens that the Noderunners earned by encrypting transactions in support of the DCX Network. DecentraX is not a party of any such lease agreement with Noderunners and does not represent you or Noderunners in these relations.

#### **4. DecentraX Wallet Service**

4.1. In General. The DecentraX Wallet service provides users access to a range of digital wallet services and capabilities for certain supported cryptocurrencies (each a "Digital Currency"). DecentraX's Wallet affords users services including, but not limited to, the ability to store, track, send, receive and manage (collectively, the "Wallet Services") Digital Currency from third parties by giving instructions through the DecentraX Wallet Service (with any use of the Wallet Service comprising a "Digital Currency Transaction"). The risk of loss in trading or holding any Digital Currency can be substantial. You should therefore carefully consider whether trading or holding Digital Currencies is suitable for you in light of your financial condition.

DecentraX reserves the right to refuse to process or to cancel any pending Digital Currency Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. DecentraX cannot reverse a Digital Currency Transaction which has been broadcast to a Digital Currency network. The Wallet Services are available only in connection with those Digital Currencies that DecentraX, in its sole discretion, decides to support. The range of Digital Currencies that DecentraX supports may change from time to time, as may be indicated by DecentraX. Under no circumstances should you attempt to use the Wallet Services to store, send, request, or receive Digital Currencies in any form that are not explicitly supported by DecentraX. DecentraX assumes no responsibility or liability in connection with any attempt to use DecentraX Services, including the Wallet Services, for unsupported Digital Currencies.

DecentraX is not responsible for any loss of Digital Currency from the use of the Wallet Services. DecentraX employs state-of-the art technology and best practices to secure your Digital Currencies, however we are unable to guarantee against the risk of losing your Digital Currencies for reasons including, but not limited to: (i) any brute force attack, (ii) server failure or data loss; (iii) forgotten passwords, private keys or phrase; (iv) corrupted wallet files (v) software issues; (vi) intrusions and/or hacks against DecentraX's servers or against DecentraX's providers' servers; (vii) incorrectly constructed transactions or mistyped Digital Currency addresses; (viii) "phishing" or third-parties posing as DecentraX. Storing one or more Digital Currencies does not provide a user with any guarantee against the risk of loss, and further, DecentraX is not responsible for any loss. We do not have access to the Digital Currencies stored in the DecentraX Wallet service. The private keys corresponding to any of the Digital Currencies with which you use the Wallet Services are stored within the Wallet Services only in encrypted form - DecentraX cannot access or recover your private keys.

4.2. Digital Currency Transactions & Monitoring. DecentraX processes Digital Currency Transactions according to the instructions received from its Wallet Services users and we do not guarantee the identity of any user, receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to DecentraX through the Wallet Services. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in your DecentraX Wallet dashboard or be available to conduct transactions. Your Digital Currency Transactions may be subject to network fees

in the form of DCX Tokens or other cryptocurrencies, and an estimate of such fees will be provided at or before the time you authorize the Digital Currency Transaction. DecentraX reserves the right to delay any Digital Currency Transaction if it perceives a risk of fraud or illegal activity. DecentraX cannot assure the timeliness or accuracy of information with regard to the Wallet Service as these qualities are often dependent upon factors outside of DecentraX's control (for example, congestion on one or more blockchain networks).

4.3. Third Party Payments. DecentraX has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other DecentraX users), in connection with Digital Currency sent and/or received from your DecentraX Wallet or otherwise. DecentraX is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Digital Currency transferred using the DecentraX Wallet, and/or if you have a dispute with such third party, you must resolve the dispute directly with that third party.

4.4 Operation of Digital Currency Protocols. DecentraX does not own or control the underlying software protocols which govern the operation of Digital Currencies supported within the Wallet Services, with the exception of the DCX Token and the DecentraX Network. In general, the underlying protocols of Digital Currencies are open source and anyone can use, copy, modify, and distribute them. By using the DecentraX platform, you acknowledge and agree that with regard to Digital Currencies (other than those native to the DecentraX Network) (i) that DecentraX is not responsible for operation of the underlying protocols and that DecentraX makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function, and/or even the name of the Digital Currency you store in the Wallet Service. In the event of a fork, you agree that DecentraX may temporarily suspend the Wallet Service (with or without advance notice to you) and that DecentraX may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that DecentraX assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

4.5 Advanced Protocols. Unless specifically announced on our website or through some other official public statement of DecentraX, we do not support metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Currency supported by DecentraX (collectively, "Advanced Protocols"). Do not use your DecentraX Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. The DecentraX platform is not configured to detect and/or secure Advanced Protocol transactions and DecentraX assumes absolutely no responsibility whatsoever in respect to Advanced Protocols.

## **5. DecentraX Exchange**

5.1. The DecentraX Exchange enables you to place order and provides you with an in-built matching engine to meet the cross orders.

5.2 You may place buying or selling orders from your DecentraX Account. To place an order you need to choose a cryptocurrency you are going to sell or purchase and the price in cryptocurrency or exchange rate and adjust additional settings such as lifetime of the order or any other setting that may be required by the Platform at the time of placing order. As soon as the cross order is found by the matching engine both orders are executed by changing balances of corresponding cryptocurrencies in the DecentraX Accounts of the buyer and the seller.

5.3 DecentraX does not define, suggest and execute any control over price or exchange rates of cryptocurrencies. DecentraX is not a counterparty to any deal concluded on the DecentraX Exchange. Any dispute you have concerning a transaction with cryptocurrencies you shall resolve with such third party directly without involving DecentraX.

5.4 DecentraX does not organize or participate in the trade of any cryptocurrency.

## **6. General Use, Prohibited Use, and Termination**

6.1. Limited License. We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the DecentraX Site and the DecentraX Services, related content, materials and information (collectively, the "Content") solely for approved purposes as permitted by DecentraX from time to time. Any other use of the DecentraX Site or Content is expressly prohibited and all other right, title, and interest in the DecentraX Site or Content is exclusively the property of DecentraX. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "DecentraX.io", "DecentraX", and all logos related to the DecentraX Services or displayed on the DecentraX Site are either trademarks or registered marks of DecentraX or its licensors. You may not copy, imitate or use them without DecentraX's prior written consent.

6.2. Accuracy of DecentraX Site and Related Media. Although we intend to provide accurate and timely information (i) on the DecentraX Site and its related portal sites, and (ii) through third-party social media and other digital means, including but not limited to digital services provided by Twitter, Instagram, Telegram, Facebook, Discord, Github, Medium, YouTube, and Reddit, information presented therein (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the DecentraX Site or otherwise drawn from the Content are your sole responsibility and we shall have no liability for such decisions. Links to unaffiliated third-party materials (including without limitation websites and unaffiliated third party Digital Currency exchanges) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any unaffiliated third-party materials or on any unaffiliated third party sites accessible or linked to the DecentraX Site.

6.3. Unaffiliated Third-Party Access. If, to the extent permitted by DecentraX from time to time, you grant express permission to an unaffiliated third party to access or connect to your DecentraX Account, either through the unaffiliated third party's product or service or through the DecentraX Site, you acknowledge that granting permission to an unaffiliated third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any unaffiliated third party with access to your DecentraX Account. Further, you acknowledge and agree that you will not hold DecentraX responsible for, and will indemnify DecentraX from, any liability arising out of or related to any act or omission of any unaffiliated third party with access to your DecentraX Account.

6.4. Prohibited Use. In connection with your use of the DecentraX Services, and your interactions with other users, and any unaffiliated third parties, you agree and represent you will not engage in any Prohibited Use defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your DecentraX Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

6.6. Suspension, Termination, and Cancellation. DecentraX may: (a) suspend, restrict, or terminate your access to any or all of the DecentraX Services, and/or (b) deactivate or cancel your DecentraX Account if (i) we are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) we reasonably suspect you of using your DecentraX Account in connection with a Prohibited Use; (iii) use of your DecentraX Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your DecentraX Account activity; (iv) you take any action that DecentraX deems as circumventing DecentraX's controls.

If DecentraX suspends or closes your account, or terminates your use of one or more DecentraX Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits DecentraX from providing you with such notice. You acknowledge that DecentraX's decision to take certain actions, including limiting access to, suspending, or closing your DecentraX Account, may be based on confidential criteria that are essential to DecentraX's risk management and security protocols. You agree that DecentraX is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Digital Currency or funds associated with the Wallet Services for ninety (90) days after a DecentraX Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a facially valid subpoena or court order.

6.7. Relationship of the Parties. DecentraX is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and DecentraX

to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or DecentraX to be treated as the agent of the other.

6.8. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all user IDs, passwords and private keys that you use to access the DecentraX Services. Users are strongly encouraged to use two-factor authentication (as may be made available) in accessing the DecentraX Site and the DecentraX Services, and may adjust their security features in their user settings. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your DecentraX Account by unaffiliated third-parties and the loss or theft of any Digital Currency and/or funds held in your DecentraX Account including in the Wallet Service. You are responsible for keeping your email address up to date in your DecentraX Account profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of DecentraX and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your DecentraX Account information has been compromised, contact DecentraX support immediately.

6.9. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the DecentraX Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your applicable transaction history is available through your DecentraX Account.

## **7. Customer Feedback, Queries, Complaints, and Dispute Resolution**

7.1. Contact DecentraX. If you have any feedback, questions, or complaints, contact us via email or through the Telegram support channel, links to either of which may be provided on the DecentraX Site.

7.2. Arbitration; Waiver of Class Action. If you have a dispute with DecentraX, you agree to first attempt to negotiate any dispute informally for at least 7 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon receipt of written notice from you. If we cannot resolve the dispute on an informal basis, you and we agree that any dispute arising under this Agreement shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes and you and DecentraX hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the United States, or in an otherwise mutually agreeable location. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

Apart from arbitration fees or costs required by such administrator, or by applicable law, to be paid by DecentraX, each party will be responsible for any other fees or costs, such as attorney fees that the

party may incur. If a court decides that any provision of this section is invalid or unenforceable, that provision shall be severed and the other parts of this section shall still apply. In any case, the remainder of this Agreement will continue to apply.

## **8. General Provisions**

8.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from DecentraX. Always log into your DecentraX Account through the DecentraX Site, and use two factor authentication whenever possible, to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2. Release of DecentraX; Indemnification. If you have a dispute with one or more DecentraX Account holders, you release DecentraX, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold DecentraX, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.3. Limitation of Liability; No Warranty. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE DECENTRAX SITE AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE DECENTRAX SITE AND SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE DECENTRAX SITE AND SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DECENTRAX NOR ITS AFFILIATES OR SERVICE PROVIDERS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF DECENTRAX HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE DECENTRAX SITE AND SERVICES; THE USE OR THE INABILITY TO USE THE DECENTRAX SITE AND SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DECENTRAX SITE AND SERVICES; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT



OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE DECENTRAX SERVICES); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE DECENTRAX SITE OR SERVICES.

THE DECENTRAX SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DECENTRAX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. DECENTRAX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE DECENTRAX SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8.4. Entire Agreement. This Agreement, the Privacy Policy and Appendices incorporated by reference herein (and as applicable, the terms of the Token Purchase Agreement and Confidential Private Placement Memorandum) comprise the entire understanding and agreement between you and DecentraX as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and DecentraX. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

8.5. Amendments. We may amend or modify this Agreement by posting on the DecentraX Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the DecentraX Services. You agree that we shall not be liable to you or any third party for any modification or termination of the DecentraX Services, or for suspension or termination of your access to the DecentraX Services. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via the DecentraX Site, Telegram and/or email before the material change becomes effective.

8.6. Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any DecentraX affiliates or subsidiaries, or to any successor in interest of any business associated with the

DecentraX Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

8.7. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

8.8. Change of Control. In the event that DecentraX is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

8.9. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, DecentraX Account cancellation, debts owed to DecentraX, general use of the DecentraX Site, disputes with DecentraX, and general provisions, shall survive the termination or expiration of this Agreement.

8.10. Governing Law; Statute of Limitations. This Agreement and all aspects of the DecentraX Site and Services shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth above), you agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and DecentraX, except to the extent governed by United States federal law. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the DecentraX Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

8.11. Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, regulatory action, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

8.12. English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

## **9. Risk warning**

By accepting these Terms and Conditions, you also acknowledge that you have been warned of the following risks:

9.1. New Technology. You understand that cryptocurrencies including DCX Tokens, blockchain technology, including the DecentraX Network and other associated and related technologies are new and untested and outside of your control and adverse changes in market forces or the technology, broadly construed, will excuse the nonperformance by the Company under this Agreement including temporary interruption or permanent termination of your access to the Platform Services.

9.2. Loss of funds. The risk of loss in trading or holding cryptocurrencies can be substantial. Therefore, you should carefully consider whether trading or holding cryptocurrencies is suitable for you in light of your financial condition. Forks and changes in relevant network may result in significant and sudden changes to the value and/or usability of cryptocurrencies. DecentraX is not responsible for such loss of value of cryptocurrencies and bears no responsibility for any loss incurred by you while using the Platform or in any direct or indirect connection to the Platform.

9.3. Unfavorable regulatory environment. Cryptocurrencies, blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Platform could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of cryptocurrencies.

9.4. Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with your DecentraX Account or the Platform performance in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

9.5. Risk of security weaknesses of the Platform. There is a risk that the Platform may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of cryptocurrencies.

9.6. Risk of mining attacks. As with other decentralized cryptocurrencies, the DecentraX Network is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present for the Platform performance and your access to the Platform Services. Mining attacks, as described above, may also target other blockchain networks, which the Platform interacts with, and consequently affect the Platform performance and your access to the Platform Services.

9.7. Internet transmission risks. You acknowledge that there are risks associated with using the Platform including, but not limited to, the failure of hardware, software, and internet connections. You acknowledge that DecentraX shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, howsoever caused.

## **10. Your warranties and representations.**

By entering these Terms and conditions you warrant and represent that:

1. You are have full capacity to contract under applicable law;
2. You will only be transacting on the Platform with legally-obtained funds that belong to you;
3. You will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity or engaging in Prohibited Uses (as described below) through your relationship with us or through your use of the Platform;
4. You will not use the Platform for engaging in Prohibited Uses (as described below) or other illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;
5. You will not use the Platform for any or engaging in Prohibited Uses (as described below) or in any manner that could damage, disable, overburden, or impair the Company;
6. You will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, and financial promotion.

#### APPENDIX - PROHIBITED USES

You may not use your DecentraX Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of DecentraX Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us. By opening a DecentraX Account, you confirm that you will not use your DecentraX Account to do any of the following:

**Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in your native jurisdiction, or in general, using the DecentraX Site in a manner inconsistent with any and all applicable laws and regulations;

**Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the DecentraX Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the DecentraX Site, other DecentraX Accounts, computer systems or networks connected to the DecentraX Site, through password mining or any other means; attempting to bypass any measures of the DecentraX Site designed to prevent or restrict access to, or any portion of the DecentraX Site or Services; use DecentraX Account information of another party to access or use the DecentraX Site; or transfer or sell your account access or rights to your account to a third party, unless by operation of law or with the express permission of DecentraX; engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools; except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the DecentraX Site, or using or launching any unauthorized script or other software; making any unauthorized use of the DecentraX Services, including collecting usernames and/or email addresses of users by electronic or other means for the

purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; systematic retrieval of data or other content from the DecentraX Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from DecentraX;

Abuse Other Users and/or DecentraX Agents: Interfere with another individual's or entity's access to or use of any DecentraX Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the DecentraX Site about others, including without limitation email addresses, without proper consent; harassing, annoying, intimidating or threatening any individuals serving as agents of DecentraX; tricking, defrauding or misleading DecentraX, its agents and/or other users, especially in any attempt to learn sensitive account information such as passwords

Fraud: Activity which operates to defraud DecentraX, DecentraX users, or any other person; provide any false, inaccurate, or misleading information to DecentraX; and

Intellectual Property Infringement: Use of DecentraX intellectual property, name, or logo, including use of DecentraX trade or service marks, without express consent from DecentraX or in a manner that otherwise harms DecentraX or the DecentraX brand; any action that implies an untrue endorsement by or affiliation with DecentraX; using the DecentraX Services as part of any effort to compete with DecentraX; deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the DecentraX Site and/or platform.