

## TERMS OF SERVICE

Last Revised: January, 2022

Please read these Terms of Service ("Agreement" or "Terms") carefully. Your use or access of the Site (as defined below) constitutes your consent to this Agreement. This Agreement is between you and Algodex VASP (BVI) Corp ("Algodex BVI"), together with its subsidiaries and affiliates, ("Algodex BVI", "we", "our" or "us"), which hosts the Algodex digital asset platform ("Algodex" or "Site") currently available at available at <https://app.algodex.com/> and applies to and applies to you:

- use of Algodex to buy or sell digital assets on the Algorand network;
- creation of a non-hosted software wallet for digital assets; or
- use of any other services offered by us (together, the "Services").

If you are an individual accessing or using the Site or Services on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated ("Organization"), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to "you" and "your" in this Agreement will refer to both the individual using the Site or Services and to any such Organization.

THE SERVICES ARE NOT BEING OFFERED TO PERSONS WHO ARE LOCATED OR HAVE THEIR PLACE OF RESIDENCE IN ANY RESTRICTED JURISDICTIONS.

### **Description of Services**

We provide a convenient platform for buying and selling digital assets on the Algorand network. Users of Algodex ("Users") deposit their Algorand-based digital assets to the Algodex smart contract (the "Algodex Smart Contract"), and, through the Site, authorize transactions to buy and sell those assets for other assets on the Algorand network. Users may use our platform to buy and sell digital assets using the Algodex Smart Contract. Our Services do not allow Users to buy and sell their assets for anything other than assets on the Algorand network, i.e., blockchain-based tokens following the ERC-20 standard ("Tokens"). That means we do not support the conversion of fiat currency to digital assets, or vice versa.

***Algodex is not a Broker, Agent, Custodian, Fiduciary, Exchange or Alternative Trading System:*** At no time will Algodex hold, access or transact in your digital assets or fiat. Algodex is a non-custodial platform. Algodex does not own, control or take custody of your digital assets, nor does it have access to your digital wallets or private keys and cannot initiate a transfer of your digital assets or otherwise access your digital assets. Users maintain custody over their digital assets at all times. ***Algodex is not a regulated exchange or alternative trading system.***

We do not currently charge any transaction fees. Any fees paid in the course of a transaction are remitted automatically to the Algorand network. We may charge transaction fees in the future.

Users may create their own unhosted software wallets via links provided in the Site, currently available at [Algorand Wallet \(myalgo.com\)](https://myalgo.com) and Algorand Wallet Connect.

## General Information

By accessing or using the Services, you agree that you have read, understood and accept all of the terms and conditions contained in this Agreement as well as our Privacy Policy. You also represent that you have the legal authority to accept these Terms on behalf of yourself and any party you represent in connection with your use of the Services. If you are an individual who is entering into these Terms on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity's behalf to be bound by these Terms, with the terms "you", and "your" applying to you, that entity, and other users accessing the Services on behalf of that entity.

## Security of your Account and Wallet

We are not an insured financial institution. As a result, unlike funds held in most banks or credit unions, amounts displayed through the Services are not insured against loss.

Furthermore, Algodex is a non-custodial platform. As such, we do not know nor have access to the private keys to the digital asset wallets you use in connection with the Services ("Wallets"). Therefore, you are exclusively responsible for maintaining the confidentiality and security of your Wallets or devices you use to access the Services. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

You are also responsible for maintaining the security of the digital asset wallets you utilize in connection with the Services, and for ensuring that no unauthorized person has access to your wallet files, its private keys, or any device that you utilize in connection with the Services.

We will not be liable for any loss or damage arising from your failure to protect your Wallets.

## Trading Terms

We host a platform that allows users to enter orders which are connected with the orders of other Users. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.

A transaction on Algodex may fail for several reasons, including without limitation a change in prices, order availability, or technical difficulties experienced by us or the Algorand network. We make no representation or warrant that any transaction will be executed fully, or at all. We are, under no circumstances, liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner, including dispatching to the Algorand blockchain. Further, we are in no way responsible for notifying you of a transaction failure, although you are able to see any such failures on the Site. You have full responsibility to determine and inquire into the failure of any transaction which you initiate.

The digital assets that are available for purchase through the Services may be subject to high or low transaction volume, liquidity issues, and volatility for potentially extended periods. **WE MAY ALSO DELIST AN ASSET FROM TRADING ON ALGODEX AT ANY**

**TIME, FOR ANY REASON, WITHOUT PRIOR NOTICE.** You acknowledge that while we are using commercially reasonable methods to provide trading availability and pricing data to you through our Services, we do not guarantee that the Services will be consistently available. You agree that you assume all risks and potential losses associated with digital assets being delisted, price fluctuations, or differences in actual versus indicated prices.

We operate as a platform provider and do not act as principal or counterparty with respect to trades entered into on the platform.

### **Acceptable Use**

In connection with your use of the Site and/or Services, you will not:

- Violate or assist any party in violating any law, statute, regulation, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services;
- Delete or alter any content or material that Algodex BVI makes available on the Site and/or Services;
- Engage in any trading activity which, in our sole discretion, amounts to or may amount to market abuse including without limitation pumping and dumping, entering fictitious transactions or wash trading, front running, bear raiding or engaging in disorderly market conduct;
- Infringe upon our or any third-party's copyright, patent, trademark, or other intellectual property rights;
- Restrict or inhibit any other person from legal use of the Site or Services;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site or Services except as expressly authorized herein, without Algodex BVI's express prior written consent;
- Reverse engineer, decipher, decompile or disassemble any portion of the Site;
- Remove any copyright, trademark or other proprietary rights notice from the Site or Services;
- Frame or mirror any portion of the Site or Services, or otherwise incorporate any portion of the Site into any product or service, without Algodex BVI's express prior written consent;
- Restrict, discourage or inhibit any person from using the Site or Services;
- Systematically download and store content from the Site or Services;
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine", or otherwise gather content on the Site or Services, or reproduce or circumvent the navigational structure or presentation of the Site, without Algodex BVI's express prior written consent. Notwithstanding the foregoing, and subject to compliance with applicable law and any instructions posted in the robots.txt file located in the Site's root directory, Algodex BVI grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Algodex BVI reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;

- Post, transmit or otherwise make available through or in connection with the Site or Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware, ransomware, malware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Otherwise attempt to gain unauthorized access to or use of the Site, the API or computer systems connected to the Site; or
- Engage in any behavior which violates this Agreement or is otherwise deemed unacceptable by us in our sole discretion.

### **Non-Solicitation; No Investment Advice**

You agree and understand that all trades you submit through the Site are considered unsolicited, which means that you have not received any investment advice from us in connection with any trades and that we do not conduct a suitability review of any trades you submit.

All information provided by our Services is for informational purposes only and should not be construed as investment advice. You should not take, or refrain from taking, any action based on any information contained in the Site or our Services. We do not make any investment recommendations to you or opine on the merits of any investment transaction or opportunity. You alone are responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

### **Restricted Jurisdictions**

The Site and Services are subject to all applicable export control restrictions, and, by using the Site and/or Services, you represent that your actions are not in violation of such export control restrictions. Without limiting the foregoing, you may not use the Services if you are (i) a resident, national or agent of Crimea, Cuba, Iran, North Korea, Syria or any other country or region to which the United States or Canada embargoes goods or imposes similar sanctions ("Restricted Jurisdictions"); (ii) a resident, national or agent of the United States of America or Canada; (iii) a member of any sanctions list or equivalent maintained by the United States or Canadian government ("Restricted Persons"); or (iv) you intend to transact with any Restricted Jurisdictions or Restricted Persons.

### **Reservation of Rights**

You have no right, title, or interest in or to the Site or Services or to any content on the Site, and all rights not expressly granted are reserved by Algodex BVI. Any use of the Site or Services not expressly permitted by this Agreement is a breach of this Agreement and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

### **Intellectual Property Rights**

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Algodex BVI, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Algodex BVI grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free

and worldwide right and license to access and use the Site or Services solely in strict compliance with the provisions of this Agreement and as permitted by the functionalities of the Site or Services available to you.

Algodex's name and all related names, logos, product and service names, designs, and slogans are trademarks of Algodex BVI, its associates, or licensors. You must not use such marks without the prior written permission of Algodex BVI. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

Algodex BVI reserves all rights not expressly granted to you in this section. Accordingly, nothing in this Agreement or on the Site will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Site or any Algodex BVI intellectual property located or displayed on or within the Site.

## **Content**

Algodex BVI makes no representation that content and materials on the Site or the Services are appropriate, lawful or available for use in any jurisdiction. Individuals who choose to access or use the Site or Services do so on their own initiative and are responsible for compliance with applicable law.

## **Risk Disclosures**

Trading digital assets is risky and you should never trade more than they can afford to lose. The following list of risks associated with digital assets and the Services is not exhaustive.

### *Risks of trading in digital assets*

Digital asset prices are highly volatile and trading in digital assets is extremely risky. In addition, factors beyond our control may affect market liquidity for a particular digital asset, such as regulatory activity, market manipulation, the acts or omissions of the issuer of the digital asset, or unexplainable price volatility. Purchases and transactions made with digital assets cannot be cancelled or reversed.

By using the Services, you accept the risk of trading digital assets. In entering into any transaction, you represent that you have been, are, and will be solely responsible for making your own independent appraisal into the risks of the transaction and the underlying digital asset.

Our listing of a digital asset does not indicate approval or disapproval of the digital asset's merits as an investment or a technology. We give no warranty as to the suitability of the digital asset traded under this Agreement and assume no fiduciary duty in our relations with you. You must conduct your own due diligence when determining whether to buy or sell a particular digital asset. If you choose wisely, we will not share in any portion of your gains. Likewise, if you choose poorly, we will not bear any portion of your losses.

### *No brokering transactions or provision of investment advice*

Algodex is an execution-only service. We do not broker transactions on your behalf, advise on the merits of any particular digital assets, transactions, or associated risks, or provide any other financial, investment or legal advice in connection with the Services. To the extent that we do provide trading data or make social media posts, the act of doing so is

incidental to your relationship with us and such information may not be considered as investment or financial advice and should not be construed as such. ANY DECISION TO BUY OR SELL DIGITAL ASSETS IS SOLELY THE USER'S DECISION AND WE WILL NOT BE LIABLE FOR ANY CONSEQUENT LOSS. Algodex is not regulated or insured, and you may have no recourse to a governmental or regulatory authority if your transaction is not processed in the manner or at the price you expect;

#### *No promise of liquidity*

The ability for you to buy or sell digital assets on Algodex is contingent on there being a counterparty willing to buy or sell the same digital asset. We make no promises as to the timing or availability of buying or selling digital assets on the Site. We reserve the right to change, suspend, or discontinue any aspect of the Services at any time and in any jurisdiction, without notice and without liability. This includes, without limitation, the absolute discretion to list and de-list digital assets available for trading at any time. We are not required to provide advance notice of delisting.

You acknowledge and agree that digital assets and/or features available in one jurisdiction may not be available for trading or to access, as applicable, in another.

#### *No promise of value of digital assets*

The value of your digital asset could fall significantly or become worthless if prices decline, exchange rates (including exchange rates to fiat) become less favorable, or other market volatility events occur. Buying and selling digital assets is inherently risky, and the price of digital assets is subject to significant volatility and can vary across decentralized exchanges and centralized exchanges.

#### *No guarantee of continuous access to Services*

We do not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of our site may be interfered with by numerous factors outside of our control, including issues with the Algorand network. The Algorand blockchain's governance can vary and is beyond the control of Algodex BVI, which could, among other things, lead to delays, conflicts of interest, or operational decisions that are unfavorable to holders of the related digital asset. We will make reasonable efforts to ensure that transactions are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete transactions.

#### *Regulatory risks*

The Services and your digital assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Algodex to continue to make available its Services and, thus, could impede or limit your ability to access or use the Services.

#### *Quantum computers*

You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to digital assets and the Services, and could result in the theft or loss of your digital assets.

### *Algorand blockchain*

You understand that the Algorand blockchain is a relatively new layer 1 blockchain which remains under development. This may create technological and security risks when using the Services in addition to uncertainty relating to digital assets and transactions therein.

### *Smart contract vulnerabilities*

You acknowledge that the Services and the smart contracts underlying the Services are subject to flaws and that you are solely responsible for evaluating any code provided by the Services or the Site. For example, there is a possibility that you will lose your digital assets if i) there is a vulnerability in the smart contracts which allows an attacker to steal digital assets or ii) an attacker is able to maliciously inject code into the front end interface, or iii) the front end code is faulty and executes trades at incorrect prices.

### **Taxes**

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. We encourage you to speak with your personal tax advisor regarding the tax implications of your use of the Site and Services.

### **Indemnification and Release**

Algodex BVI and its subsidiaries, parents, affiliates, service providers, and each of their respective officers, directors, agents, joint venturers, employees or representatives (collectively, the "Released Parties"), are not liable for any damages that may arise out of or in connection with your use of the Services. This includes, but is not limited to, claims, applications, injuries, delays, expenses, liabilities, direct loss, loss of business or profits, business interruption costs, loss of goodwill or business profits, loss of cryptocurrency or digital assets, damage caused by your computer, computer software, systems and programs, and the data thereon or any other direct or indirect, consequential and incidental damages. In addition, the Released Parties are not liable for any losses incurred, either directly or indirectly through your use of the Site or any of its functions and features (collectively, all of the foregoing items shall be referred to herein as "losses"). The Released Parties are hereby released by you from liability for any and all losses. These limitations of liability apply whether the liability or losses are based on negligence, contract, tort, or any other basis, even if the Released Parties had been advised or should have known of the possibility of such losses.

You agree to indemnify and hold the Released Parties harmless from any claim or losses (including attorneys' fees and any losses, fines, fees, or penalties imposed by any regulatory authority) arising out of your breach of this Agreement, or your violation of any law or regulation.

When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. In addition, in the event we are made a party to any claim, suit or action relating to or arising from any services offered by us that is: (a) initiated by you, which is unsuccessful; or (b) initiated by

a third party, who is suing you; you will reimburse us at a reasonable rate for all personnel time and expenses expended by us in response to such claim, suit or action including without limitation, all attorney fees and expenses incurred by us with respect to such response. This defence and indemnification obligation will survive termination of this Agreement and your cessation of use of the Site and the Services.

If you have a dispute with one or more Users, issuers of digital assets listed on Algodex or other third-parties, you release the Released Parties 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.

### **Limitation of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ALGODEX BVI, ITS ASSOCIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, OR THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE.

NOTWITHSTANDING THE PRIOR EXCLUSION OF LIABILITY, IF ALGODEX BVI IS FOUND LIABLE FOR ANY REASON, EXCEPT WHERE THE FOLLOWING LIMITATION IS PROHIBITED BY APPLICABLE LAW, ALGODEX BVI'S LIABILITY WILL BE LIMITED TO THE AMOUNT OF FEES RECEIVED BY US FROM YOU IN THE SIX MONTHS PRIOR TO THE DATE OF YOUR CLAIM, OR IF NO FEES HAVE BEEN RECEIVED BY US FROM YOU, THE SUM OF \$50.00 USD.

### **Disclaimer of Warranties**

We have put in a great deal of effort to provide the Site and Services to you. We hope you find them valuable, but there are certain things we can't promise about them.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE, SERVICES, AND ANY CONTENT IS AT YOUR SOLE RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER ALGODEX BVI NOR ITS ASSOCIATES MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, ABOUT THE SITE OR SITE CONTENT. THE SITE AND SITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ALGODEX BVI NOR ITS ASSOCIATES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE OR SERVICES. WITHOUT LIMITING THE FOREGOING, ALGODEX BVI AND ITS ASSOCIATES DO NOT REPRESENT OR WARRANT THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE, SERVICES, OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR



OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS IN INFORMATION OR MATERIALS ON THE SITE OR SERVICES, AND ALGODEX BVI MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION OR MATERIALS. ALGODEX BVI PROVIDES NO GUARANTEES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. ALGODEX BVI EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OR MATERIALS CONTAINED ON THE SITE OR SERVICES.

ALGODEX BVI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE LIKELIHOOD OR PROBABILITY THAT YOUR PARTICIPATION ON THE SITE OR SERVICES WILL ACHIEVE A PARTICULAR OUTCOME OR GOAL. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE SUCCESS, AND VOLATILITY MEANS THAT PERFORMANCE IN ANY PERIOD MAY BE FAR DIFFERENT FROM THAT OF PREVIOUS PERIODS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALGODEX BVI MAKES NO GUARANTEES OR OTHER COMMITMENTS ABOUT YOUR ABILITY TO ACCESS OR USE THE SITE OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALGODEX BVI AND ITS ASSOCIATES ALSO DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **Representations & Warranties**

You represent and warrant to Algodex BVI each time you use the Site or Services as follows:

- That you are not a Prohibited Person or residing in a Prohibited Jurisdiction;
- That, if you are using the Site on behalf of a legal entity (i) such legal entity is duly organized and validly existing under applicable law of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf;
- That you understand the risks associated with using the Site and the Services;
- That you are not otherwise prohibited by applicable law from using the Site and Services;
- That you have had the opportunity to seek legal, accounting, taxation and other professional advice regarding this Agreement, Site, and Services;
- That you will not use the Site or Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or to further, any breach of applicable law, or to deal in any unlawful property, funds, or proceeds;
- That you will not in any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and our Privacy Policy found at [\[insert Link\]](#)

- That you are currently in compliance with, and must, at your own cost and expense, comply with applicable law that relate to or affect the Services conducted under this Agreement;
- That you consent to any and all tax and information reporting under applicable law;
- That neither you nor any of your affiliates will use the Services directly or indirectly (i) on behalf of or for the benefit of a Prohibited Person or any person subject to the jurisdiction of a Prohibited Jurisdiction; (ii) in violation of or as prohibited, restricted, or penalized under applicable law; or (iii) in any way that would violate, be inconsistent with, penalized under, or cause the omission of filing of any report required under applicable law.
- That you acknowledge and agree that any Wallet you use in connection with the Services is wholly controlled and owned by you and that Algodex BVI does not have any right, title or interest to the wallet.
- That you acknowledge and agree that any transactions undertaken through your Wallet in connection with the Services are deemed to be valid, binding, and conclusive.
- That you will accurately and promptly report all income associated with your activity on the Site and Services pursuant to applicable law and pay any and all taxes thereon.
- That you are fully aware of and accept the risks associated with trading digital assets.

You acknowledge and agree that Algodex BVI hosts the Site, but Algodex BVI is (i) not a counterparty to any purchase or sale of Tokens by and between you and any third-party, including, but not limited to, the purchase of Tokens and (ii) is not a counterparty to any Algodex Smart Contracts you enter into by and between you and any other user of the Services. Algodex BVI has no financial responsibility or liability for any failure of market participants to honor their financial obligations. There is risk that one or more market participants will renege, default, or otherwise fail to honor their financial obligations or will be unwilling or unable to abide by the terms of their agreements. In the event that risk materializes, other market participants can and likely will incur financial losses. You acknowledge and agree that the holding of Tokens is inherently in risk of the potential for Tokens, and/or Wallets, to be lost, stolen, or hacked.

You acknowledge and agree that you have had the opportunity to consult legal counsel in connection with this Agreement even if you chose not to do so. You further acknowledge and agree that this Agreement will not be construed against you or Algodex BVI as drafter.

## **Privacy**

Our use of cookies on this Site is subject to our Privacy Policy. By using the Site or Services, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

Our Privacy Policy is a part of this Agreement. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Please note that it is our policy to comply with all facially valid subpoenas, court orders or binding orders issued to us by law enforcement agencies and other government authorities. This may affect your access to your account, your funds and our services to you. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with applicable law, the guidance or direction of any regulatory authority or

government authority, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

### **Governing Law and Courts**

This Agreement and your use of the Site will be governed by and interpreted exclusively in accordance with the laws of the British Virgin Islands, excluding its conflict of laws rules and all private international laws. You further agree that despite being available from a variety of jurisdictions, the Site will be deemed solely based in the British Virgin Islands; and that the Site will be deemed to be passive in nature and not giving rise to personal jurisdiction over Algodex BVI in jurisdictions other than the British Virgin Islands. You consent and submit to the exclusive jurisdiction of the Courts located in the British Virgin Islands in all disputes arising out of or relating to your use of or inability to use the Site or Services and this Agreement. However, you agree that nothing herein precludes Algodex BVI's application for injunctive remedies or other urgent legal relief in any jurisdiction.

You agree that you will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

### **Termination**

These Terms are effective until terminated by us. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

Algodex BVI is not liable to you or any third-party for termination of your access to the Site or Services, or any part thereof. If you object to any of the requirements, statements, or obligations of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site or Services in any way, your only recourse is to immediately discontinue use of the Site and/or Services. Upon termination of these Terms, you will cease all use of the Site and Services.

You may terminate this Agreement by terminating your use of the Site and Services.

### **Headings**

The heading and explanatory text are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section.

### **Relationship of the Parties**

You agree that no joint venture, partnership, employment or agency relationship exists between you and Algodex BVI as a result of this Agreement or use of the Site or Services.

### **Force Majeure**

We shall have no liability for any failure or delay resulting from any abnormal or unforeseeable circumstances outside our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, war, earthquake, fire, flood, or other acts of God, labor conditions, delays or failures caused by problems with another system or network,

mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

### **Third-Party Disputes**

ANY DISPUTE YOU HAVE WITH ANY THIRD-PARTY, INCLUDING, BUT NOT LIMITED TO, OTHER USERS, IN CONNECTION WITH YOUR USE OF THE SITE OR SERVICES IS DIRECTLY BETWEEN YOU AND SUCH THIRD-PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU IRREVOCABLY RELEASE ALGODEX BVI AND ITS ASSOCIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (DIRECT, INDIRECT, AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

### **Assignments**

This Agreement will inure to the benefit of our successors and assigns. You may not assign this Agreement or any of the rights or licenses granted hereunder without the prior express written consent of Algodex BVI. Algodex BVI may assign this Agreement, including all its rights hereunder, without restriction.

### **Amendments**

We reserve the right to change this Agreement at any time upon notice. We may give notice by posting the updated Agreement on the Site or by any other reasonable means. You can review the most current version of this Agreement at any time. This Agreement in effect at the time of your use of the Site apply. Updated versions of the Agreement are binding on you with respect to your use of the Site on or after the date indicated in the updated Agreement. If you do not agree to the updated Agreement, you must stop using the Site. Your continued use of the Site after the date of the updated Agreement will constitute your acceptance of the updated Agreement.

### **Survival**

The respective indemnities, representations, warranties and agreements of the parties hereto or made by or on behalf of the parties hereto pursuant to this Agreement will survive the termination of this Agreement indefinitely and will remain in full force and effect and all defined terms used therein will survive the termination of this Agreement indefinitely.

### **Waiver and Conflict**

No waiver of by Algodex BVI of any term or condition set out in these Terms will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Algodex BVI to assert a right or provision under these Terms will not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

### **Entire Agreement**

This Agreement and the Privacy Policy constitute the sole and entire agreement between you and Algodex BVI with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Algodex BVI.

### **Third-party Rights**

This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than you and us and any affiliates which each shall be a third-party beneficiary of this Agreement, and no other person shall assert any rights as a third-party beneficiary hereunder.

If you have any questions about these Terms, please contact us at [support@algodex.com](mailto:support@algodex.com)