



# REPUBLIC PROTOCOL

## RenEx Dark Pool Exchange Platform User Terms & Conditions

### 1. Acceptance of Terms

1.1 In these terms and conditions (“**Terms**”), “we”, “us”, “**Dappbase**”, “**Republic Protocol**” or “**RenEx**” refers to Dappbase Ventures Limited (“**Dappbase**”), and “our” shall be construed accordingly. “You” refers to any person accessing, or using any Services (as defined in Paragraph 2.1 of these Terms) as accessible at, our website: <https://republicprotocol.com/> (“**Website**”), and “your” shall be construed accordingly.

1.2 Each of you and RenEx shall hereinafter be referred to as a “**Party**”, and collectively, you and Dappbase shall hereinafter be referred to as the “**Parties**”. RenEx and its Affiliates (as defined in Paragraph 2.1 of these Terms) shall hereinafter be collectively referred to as the “**Dappbase Group**” and each a “**Dappbase Affiliate**”.

1.3 Your use of the Services is subject to these Terms as may be amended by us from time to time at our sole and absolute discretion. **If you do not agree to these Terms, please exit the Website and cease usage of all the Services immediately.**

1.4 We may revise these Terms at any time with or without notice to you and any changes will be uploaded on the Website. These changes shall take effect from the date of upload and your continued access or use of the Website and/or the Services from such date shall be deemed to constitute acceptance of the new Terms. It shall be your sole responsibility to check the Website for such changes from time to time.

1.5 Any personal data or information which you provide to us is also subject to the latest version of our Privacy Policy (available at <https://republicprotocol.com/>), which is incorporated by reference into these Terms.

1.6 In accessing or using the Services, you:

(a) agree to be bound by and to abide by the latest version of the Terms without variation or modification;

(b) represent and warrant that in the jurisdiction to which you are subject, you are of legal age to use the Website and/or the Services and to create binding legal and financial obligations for any liability you may incur as a result of the use of the Website and/or the Services; and



(c) represent and warrant that you are not a Disqualified Person/Entity (as defined in Paragraph 2.1 of these Terms) or acting on behalf of a Disqualified Person/Entity.

1.7 No information contained in or on, and no part of the following:

(a) the finalised, published and adopted version or draft of the Whitepaper (as defined in Paragraph 2.1 of these Terms);

(b) the Website;

(c) any website directly or indirectly linked to the Whitepaper or the Website; or

(d) any other information or document,

shall constitute part of these Terms, and no representations, warranties or undertakings are or are intended or purported to be given by any Dappbase Affiliate (including RenEx) in respect of any information contained in or on, or any part of, the items as stated in Paragraphs 1.7(a) to (d) above.

## 2. Definitions and Interpretations

### 2.1 Definitions

In these Terms, unless the context otherwise requires:

**“Address”** means an address on any relevant blockchain;

**“Affiliates”** means with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person;

**“Applicable Laws”** means all relevant or applicable statutes, laws (including any reporting and/or withholding tax requirements of any government), rules, regulations, directives, circulars, notices, guidelines and practice notes of any Governmental Authority;

**“Approved Signature”** means an electronic signature provided by the RenEx Exchange Platform server, which approves a particular User action;

**“Atomic Swap”** means the peer-to-peer exchange of one cryptocurrency for another using smart contract technology and/or blockchain scripting technology, that does not require using centralized intermediaries such as exchanges;



**“Atomic Swap Matched Order Settlement”** means settlement by the Parties for the completion of a Matched Order that involves an Atomic Swap (the relevant fees for Atomic Swap Matched Order Settlements is shown in Paragraph 5.1(b) of these Terms);

**“Atomic Swap Software”** means software made available on the RenEx Exchange Platform to settle Matched Orders involving an Atomic Swap;

**“Bitcoin”** means the decentralised platform as described in <https://bitcoin.org/en/>;

**“Blacklisted Behaviour”** means any conduct or action by a User that RenEx determines, at its absolute discretion, should result in the prohibition of that User from accessing Exchange Services or the RenEx Exchange Platform, including the refusal by RenEx to provide an Approved Signature to that User for any purpose; such behaviour or conduct may include the following non-exhaustive list of reasons:

- Failure of a User to settle a Matched Order opened by them;
- Failure of a User to deposit sufficient necessary Supported Tokens or Digital Assets to settle a Matched Order opened by them;
- The opening of an Exchange Order that is deemed unreasonable by RenEx, at its absolute discretion, based on the reasonably foreseeable likelihood that such an Exchange Order is extremely unlikely to result in a Matched Order;
- Any other behaviour or conduct by a User that RenEx determines, at its absolute discretion, should result in a User being identified as a Blacklisted User;

**“Blacklisted User”** means a User that has been prohibited from using the RenEx Exchange Platform or any Exchange Services based on a determination by RenEx, at its absolute discretion, that such User has engaged in Blacklisted Behaviour;

**“BTC”** means Bitcoin, the cryptographic token native to the Bitcoin network. For the avoidance of doubt, BTC does not refer to Bitcoin Cash;

**“Business Day”** means a day other than a Saturday, Sunday or a gazetted public holiday in the British Virgin Isles;

**“Completed Token Exchange”** in respect of a Token Exchange Order transmitted by a User or Token Exchange in respect thereof, means:

(a) such User’s transfer of User Offer Token(s) in the User Offer Token Quantity (as specified by such User in such Token Exchange Order for such Token Exchange) from the User Address of such User to the RenEx Smart Contract Address, and onward transfer of such User Offer Token(s) from the RenEx Smart Contract Address to the User Address(es) of the Counterparty User(s); and

(b) transfer by Counterparty User(s) of User Request Token(s) in such User Request Token Quantity (as specified by such User in such Token Exchange Order for such Token Exchange)



to the RenEx Smart Contract Address, and onward transfer of such User Request Token(s) from the RenEx Smart Contract Address to such User Address; and all transfers necessary to effect the above each having at least thirty (30) confirmations thereof on the blockchain applicable to each of such transfer or if each of such transfer satisfies the consensus mechanism of the blockchain applicable to such transfer, whereby such transfer is effectively immutable;

**“Counterparty User”** in relation to a User who has transmitted a Token Exchange Order, means another User who has transmitted another Token Exchange Order that may be matched with the first Token Exchange Order in the relevant Supported Token quantities and type;

**“Dappbase Affiliate”** has the meaning ascribed thereto in Paragraph 1.2 of these Terms.

**“Dappbase Group”** has the meaning ascribed thereto in Paragraph 1.2 of these Terms;

**“Dappbase”** has the meaning ascribed thereto in Paragraph 1.2 of these Terms (Dappbase Ventures Limited, incorporated in the British Virgin Islands (company number 1959524), with its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands);

**“Darknode”** means a computational nodes that communicates with other computational nodes to facilitate Token Exchange order matching service provided by the underlying Republic Protocol platform infrastructure, which may be operated by a Dappbase Affiliate or other third-parties;

**“Digital Asset”** means any cryptographic asset or virtual currency including but not limited to the Supported Tokens;

**“Disqualified Person/Entity”** means (a) any person or body corporate seeking to access the Website / use the Services from within the Excluded Countries; (b) any person (being a natural person) who is citizen of, domiciled in, or resident of, a country whose laws prohibit or conflict with the access of the Website or use of Services; and/or (c) any body corporate that is incorporated in, domiciled in, or organised in, a country whose laws prohibit or conflict with the access of the Website or use of Services;

**“Double Spending”** means the use, or attempted use, of the same Digital Asset in more than one transaction or other similar arrangement;

**“ETH”** means Ether, the cryptographic token native to the Ethereum network. For the avoidance of doubt, ETH does not refer to Ethereum Classic;

**“Ethereum”** means the decentralised platform as described in <https://www.ethereum.org>;



**“Exchange Services”** means the facilitation of Token Exchange by way of RenEx Smart Contracts made available by the RenEx Dark Pool Platform;

**“Excluded Countries”** Afghanistan, Belarus, Bosnia and Herzegovina, Burundi, Central African Republic, Democratic Republic of the Congo, Egypt, Eritrea, Ethiopia, Iran, Iraq, Libya, Mali, North Korea, Republic of Guinea-Bissau, Republic of Vanuatu, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Trinidad and Tobago, Tunisia, Ukraine, Venezuela, Yemen and Zimbabwe;

**“Fork” or “Forking”** means a change in the existing source code or the creation of new or additional source code for a blockchain;

**“Governmental Authority”** means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either you, any Dappbase Affiliate (including RenEx), the Supported Tokens and/or the Services;

**“Indicated Spot Exchange Rate”** means the relevant User Offer Token to User Request Token exchange rate as indicated on the Website in respect of a Token Exchange, which shall be indicative only and subject to change at our sole and absolute discretion at any time;

**“Loss”** means any and all losses, claims, liabilities, damages, suits, actions, demands, proceedings, costs, charges and/or expenses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue and income or profits);

**“Matched Order”** means the matching of a Token Exchange Order of a User and corresponding Counterparty, such that the User Offer Tokens in the User Offer Token Quantity are matched to the User Request Tokens in the User Request Token Quantity;

**“Matched Order Settlement”** means settlement by the Parties for the completion of a Matched Order (the relevant fees for Matched Order Settlements is shown in Paragraph 5.1(a) of these Terms);

**“Network Fees”** means such transaction cost payable, whether denominated in Digital Assets or otherwise, for the use of or execution of transactions on a network (including but not limited to the Ethereum network);

**“Prohibited Uses”** has the meaning ascribed thereto in Paragraph 10.3 of these Terms;



**“Refund Tokens”** has the meaning ascribed thereto in Paragraph 8.2.1 of these Terms;

**“RenEx”** has the meaning ascribed thereto in Paragraph 1.1 of these Terms;

**“RenEx Exchange Platform”** means the operating systems to facilitate the Services including but not limited to the RenEx Smart Contracts;

**“RenEx Smart Contract Address”** means the RenEx and/or Republic Protocol smart contract(s) as designated by RenEx to provide the Exchange Services and Services in relation to the RenEx Exchange Platform;

**“REN”** means the Republic Protocol token, the cryptographic token native to the Republic Protocol and the RenEx Exchange Platform;

**“Services”** means the services and/or content provided by the Dappbase Group on or through the Website, or otherwise, including but not limited to Exchange Services provided via the RenEx Exchange Platform but shall not include any Third-Party Integrated Applications;

**“Smart Contract”** means the source code which comprises the basis for the protocols to facilitate a Token Exchange;

**“Smart Contract Address”** in respect of User Offer Tokens that are subject of a Token Exchange Order or Token Exchange of a User, means the smart contract address for the RenEx and/or Republic Protocol smart contract(s) as designated by RenEx for such User to transfer such User Offer Tokens for purposes of Token Exchange;

**“Supported Tokens”** means the cryptographic tokens as set out in Annex A of these Terms or such other Digital Assets as determined by RenEx in accordance with Paragraph 6 of these Terms;

**“Third-Party Fees & Charges”** has the meaning ascribed thereto in Paragraph 5.3 of these Terms;

**“Third-Party Integrated Applications”** means the third-party applications and interfaces which are integrated to the Website, including but not limited to the Ledger, Keystores, Metamask, Trezor and other wallets used to interact with RenEx which may be integrated in future;

**“Token Exchange”** means an exchange of User Offer Tokens in the User Offer Token Quantity for User Request Tokens in the User Request Token Quantity;



**“Token Exchange Order”** means a transmitted application by a User on the Website or RenEx Exchange Platform to enter into a Token Exchange;

**“Token Exchange Attempt”** means any act by you to effect a Token Exchange, including but not limited to a Token Exchange Order or the transfer of User Offer Tokens by you to the RenEx Smart Contract Address in connection with such Token Exchange Order;

**“User”** means a person or body corporate seeking to use the Website / the Services;

**“User Address”** in respect of a User means the public Address designated by such User, which is in compliance with Paragraph 4.3 of these Terms;

**“User Exchange Fee”** has the meaning ascribed thereto in Paragraph 5.1 of these Terms;

**“User Information”** in respect of a User has the meaning ascribed thereto in Paragraph 4.1.1 of these Terms;

**“User Offer Token”** in respect of a User means the Supported Token that such User is offering in exchange for User Request Token in relation to a Token Exchange;

**“User Offer Token Quantity”** means the amount of User Offer Tokens (excluding Third-Party Fees & Charges) which you are seeking to deliver to the RenEx Smart Contract Address in exchange for such User Request Token Quantity based on the relevant Indicated Spot Exchange Rate pursuant to the RenEx Smart Contract;

**“User Offer Token Refund”** has the meaning ascribed thereto in Paragraph 8.2.1 of these Terms;

**“User Request Token”** means the Supported Token that you are requesting to receive in exchange for User Offer Token in relation to a Token Exchange;

**“User Request Token Quantity”** means the amount of User Request Tokens which you are requesting to receive in exchange for such User Offer Token Quantity based on the relevant Indicated Spot Exchange Rate pursuant to the RenEx Smart Contract;

**“Website”** has the meaning ascribed thereto in Paragraph 1.1 of these Terms;

**“Whitepaper”** means the version of the whitepaper entitled *“Republic Protocol: A decentralized dark pool exchange providing atomic swaps for Ethereum-based assets and Bitcoin.”* accessible on <https://republicprotocol.com/>; and

**“US\$”** means the lawful currency of the United States of America.

## 2.2 Miscellaneous



In these Terms, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, words importing any gender include every gender;
- (b) references to a **“person”** include any company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality) and references to a **“company”** include any company, corporation or other body corporate, wherever and however incorporated or established;
- (c) paragraph headings are for convenience of reference only and shall not affect the interpretation of these Terms;
- (d) the words **“written”** and **“in writing”** include any means of visible reproduction; and
- (e) as the case may be, any of **“User Offer Token”**, **“User Request Token”**, **“Supported Token”** and **“Refund Token”** may be constituted in an amount that is not a whole number.

### 3. Eligibility

**Access to the Website is intended for and extended only to, and the Services are intended for and extended only to, a person or body corporate who is not a Disqualified Person/Entity .**

**Accordingly, you are not eligible to access the Website or use the Services if you are a Disqualified Person/Entity. If you are a Disqualified Person/Entity, or if you are acting on behalf of a Disqualified Person/Entity, you should exit this Website and cease usage of all Services immediately.**

### 4. User information, accounts and user address

#### 4.1 User Information

4.1.1 Your access of the Website and/or use of the Services shall be conditional on you providing the following information (**“User Information”**) as requested by RenEx:

- (i) your User Address to be used for the purposes of sending and receiving Supported Tokens in connection with the Services;
- (ii) your confirmation that you have read these Terms and acceptance thereof; and
- (iii) such other information any Dappbase Affiliate (including RenEx) determines is necessary in its respective sole discretion in order to comply with Applicable





Laws or otherwise in connection with your access of the Website and/or the provision of Services to you as a User.

4.1.2 You agree that we may, without prior notice to you, suspend, restrict, or terminate your access to the Website and/or use of the Services until any requested User Information has been provided to our satisfaction. You also irrevocably and unconditionally agree that such User Information provided by you to us may be shared without limitation or restriction with any other Dappbase Affiliate for the purpose of compliance with any Applicable Laws in connection with the Services.

4.1.3 By submitting any of your User Information, you represent and warrant to each Dappbase Affiliate (including RenEx) that such User Information as submitted is complete, accurate and authentic and you shall promptly update RenEx of any changes to your User Information. In the event of any change to your User Information, you agree that we may, without prior notice to you, suspend, restrict, or terminate your access to the Website and/or use of the Services until any such change has been provided to our satisfaction.

4.1.4 By submitting your User Information, you shall be deemed to have authorised, permit and/or authorised:

(a) any Dappbase Affiliate (including RenEx) to directly or through third parties make inquiries which any Dappbase Affiliate (including RenEx) in its absolute discretion considers necessary to verify such User Information as submitted for the purpose of compliance with any Applicable Laws or otherwise; and

(b) any Dappbase Affiliate (including RenEx) to take any action which any Dappbase Affiliate (including RenEx) deems necessary based on the results of such inquiries.

#### 4.2 User Account and Account Credentials

4.2.1 You may be invited to be a User and to register an account ("User Account") to access the Website and use the Services as a User, on and subject to these Terms and such additional terms and conditions as we may stipulate.

4.2.2 If you accept such invitation on and subject to such additional terms and conditions as we may stipulate, you will be accorded User status (or derivative thereof) and if you proceed with and complete such registration to our satisfaction, you will be accorded a User Account. By accessing or continuing to access the Website and/or use the Services as a User, you shall be deemed to have agreed to the following:

(a) you shall not grant any other person access to your User Account;

(b) you shall keep all your login credentials and other required forms of authentication (including any API keys) in connection with your User Account ("Login Credentials")



confidential and secure, and that you shall be solely responsible for maintaining the security and confidentiality of Login Credentials;

(c) you shall not hold us or any other Dappbase Affiliate, responsible for any unauthorised use of your User Account or any loss or damage occasioned to you in connection with such use;

(d) we shall have the right, in our sole and absolute discretion to at any time suspend, restrict, or terminate your User Account and/or your access to your Advanced User Account for any reason, including but not limited to the following:

- (i) us having reasonable grounds to believe that you are attempting to effect Double Spending;
- (ii) us having reasonable grounds to believe that you are in breach of these Terms;
- (iii) us and/or any other Dappbase Affiliate having to comply with any Applicable Laws in connection with the provision of Services; and
- (iv) us having reasonable grounds to believe that you have engaged in any conduct that warrants us from banning you from conducting any further activities on the RenEx Exchange Platform ("**Blacklisted Behaviour**").

#### 4.3 User Address

##### 4.3.1 Your User Address for a Token Exchange:

(a) shall be owned, held, and be fully controlled by you, and you shall hold and have full control of the private key (whether such private key is held through a personal wallet or otherwise) and all other credentials to your User Address;

(b) shall not be an Address owned, held, or controlled by a person other than you, including but not limited to a cryptocurrency exchange address or a third-party hosted wallet address; and

(c) must be fully compatible with and supports the Supported Tokens and the Services.

(d) must be already verified for the purposes of know-your-customer (KYC) and anti-money laundering (AML) compliance processes by Wyre (<https://www.sendwyre.com/>), Kyber Network (<https://kyber.network/>), or any other entity with approved KYC/AML vetting facilities, which may be integrated by the RenEx Exchange Platform in future.

## 5. Fees & charges

5.1 Fees ("**User Exchange Fees**") will be payable by you for use of the Exchange Services for a Token Exchange. The relevant User Exchange Fees include:



- (a) Settlement of a Matched Order that does not involve an Atomic Swap ("**Matched Order Settlement**"): a Token Exchange between Users that is successfully matched on the RenEx Exchange Platform will incur a 0.2% fee (based on the total value of the Token Exchange) upon settlement; Failure of any User to complete an Matched Order Settlement will incur a penalty fee of 0.2% of the Token Exchange total value.
- (b) Settlement of a Matched Order that involves an Atomic Swap ("**Atomic Swap Matched Order Settlement**"): a Token Exchange between Users with an Atomic Swap component that is successfully matched on the RenEx Exchange Platform will incur a 0.2% fee (based on the total value of the Token Exchange) upon settlement commencing. Failure of any User to complete an Atomic Swap Matched Order Settlement will incur a penalty fee of 0.2% of the Token Exchange total value.

5.2 All User Exchange Fees shall be denominated in the Supported Tokens being traded and may be revised at our sole and absolute discretion for any reason and without prior notice to you.

5.3 Notwithstanding Paragraph 5.1 of these Terms, all other third-party charges and/or transaction fees including but not limited to Network Fees (if any) which may be incurred in connection with the Token Exchange and User Offer Token Refund shall be borne by you ("**Third-Party Fees & Charges**").

5.3 You acknowledge and agree that Third-Party Fees & Charges in respect of:

- (a) a Token Exchange, shall be deducted from User Offer Tokens as necessary to fully settle such Third-Party Fees & Charges; and
- (b) a User Offer Token Refund, shall be deducted from Refund Tokens as necessary to fully settle such Third-Party Fees & Charges, and you shall have no further right(s), claim(s) or cause(s) of action against us or any other Dappbase Affiliate in connection with such deduction(s) and Third-Party Fees & Charges settled as aforesaid.

## 6. Supported tokens

6.1 We shall have sole and absolute discretion to determine the type of Digital Assets which qualify as a Supported Token in respect of which we will offer Exchange Services.

6.2 Notwithstanding Annex A of these Terms, we may from time to time in our sole and absolute discretion and without prior notice to you:

- (a) include additional Digital Assets as Supported Tokens in respect of which we will offer Exchange Services;



(b) exclude Digital Assets from existing Supported Tokens whereupon we shall cease to provide Exchange Services in respect thereto; and

(c) restrict or limit the availability of our Exchange Services in respect of any Supported Token.

6.3 Unless otherwise determined by us in our sole and absolute discretion, a Supported Token shall not include any derivative of such Supported Token (whether resulting from a Fork or otherwise) unless such derivative has been included by us as a Supported Token.

## 7. Prescribed limits

7.1 No prescribed limits are currently imposed on the User Offer Token Quantity for a Token Exchange Order. We may impose such limitations in future as determined by us in our sole and absolute discretion, with or without prior notice to you.

7.2 No prescribed limits are currently imposed on the number of Completed Token Exchange transactions each User is entitled to make within each 24-hour period. We may impose such limitations in future as determined by us in our sole and absolute discretion, with or without prior notice to you.

## 8. Exchange orders, trades and settlement

### 8.1 Operation of Exchange Services

8.1.1 You acknowledge that a Token Exchange and completion thereof shall be subject to the following:

(a) the availability from Counterparty User(s) of User Request Token(s) in the User Request Token Quantity (as specified by you in your Token Exchange Order for such Token Exchange), and transfer by such Counterparty User(s) of such User Request Token(s) in such User Request Token Quantity to the RenEx Smart Contract Address and onward transfer of such User Request Token(s) from the RenEx Smart Contract Address to your User Address;

(b) your transfer of User Offer Token(s) in the User Offer Token Quantity (as specified by you in your Token Exchange Order for such Token Exchange) from your User Address to the RenEx Smart Contract Address and onward transfer of such User Offer Token(s) from the RenEx Smart Contract Address to the Counterparty User's Address;



(c) a successful Order Match of your User Request Token(s) in the User Request Token Quantity with the User Request Token(s) in the User Request Token Quantity of a Counterparty User; and

(d) the Token Exchange complying with any prescribed limit imposed by us in future, which will be detailed in Paragraph 7.

8.1.2 You acknowledge that a Token Exchange and completion thereof shall be subject to compliance with following specific processes in relation to all transactions:

(a) Depositing of Supported Tokens:

- (i) Users may deposit Supported Tokens into the RenEx Smart Contract Address without restriction
- (ii) The User Address designated for any deposit of Supported Tokens must comply with Paragraph 4.3 of these Terms, and
- (iii) Users are liable for any Third-Party Fees & Charges attributable to the deposit of any Supported Tokens to the RenEx Smart Contract Address.

(b) Withdrawing of Supported Tokens:

- (i) Users may withdraw Supported Tokens from the RenEx Smart Contract Address, subject to a minimum 48-hour transaction processing time. During this 48-hour period, the User will not be able to open a new Token Exchange Order as RenEx will not provide an Approved Signature allowing that User to do so.
- (ii) For immediate withdrawals, Users must obtain an Approved Signature from RenEx in accordance with Paragraph 8.1(g) of these Terms.
- (iii) An Approved Signature will not be provided for any request by a User for an immediate withdrawal of Supported Tokens by a User where that User:
  - has an open Token Exchange Order,
  - does not comply with Paragraph 4.3 of these Terms in relation to the User Address, and/or
  - has been identified as a Blacklisted User.
- (iv) The User Address designated for any withdrawal of Supported Tokens must be the same User Address used for the deposit of the relevant Supported Tokens by that User, and must comply with Paragraph 4.3 of these Terms, and
- (iv) Users are liable for any Third-Party Fees & Charges attributable to the withdrawal of any Supported Tokens from the RenEx Smart Contract Address.

(c) Opening a Token Exchange Order:

- (i) To open a new Token Exchange Order, the User must obtain an Approved Signature from RenEx permitting them to do so.



- (v) An Approved Signature will not be provided for any request to open a new Token Exchange Order by a User where that User:
  - has not deposited a sufficient quantity of Supported Tokens,
  - does not comply with Paragraph 4.3 of these Terms in relation to the User Address, and/or
  - has been identified as a Blacklisted User.
- (ii) The User Address designated for opening a new Token Exchange Order must be the same User Address used for the deposit of the relevant Supported Tokens by that User, and must comply with Paragraph 4.3 of these Terms.
- (iii) Users are liable for any Third-Party Fees & Charges attributable to the opening of any new Token Exchange Order.

(d) Cancelling a Token Exchange Order:

- (i) Users may cancel a Token Exchange Order, unless that Token Exchange Order is a Matched Order, or has reached either the Matched Order Settlement or Atomic Swap Matched Order stage.
- (ii) The User Address designated for the cancellation of a Token Exchange Order must be the same User Address used for the deposit of the relevant Supported Tokens by that User, and must comply with Paragraph 4.3 of these Terms.
- (iii) Users are liable for any Third-Party Fees & Charges attributable to the cancellation of any Token Exchange Order.

(e) Matched Order Settlement:

- (i) Users making a Token Exchange Order are responsible for completion of the Matched Order Settlement once their Token Exchange Order has been successfully matched with the Token Exchange Order of a Counterparty.
- (ii) Darknodes will attempt to settle the Matched Order on behalf of the relevant User and Counterparty where the value of that Token Exchange Order is equivalent to 1 ETH or more.
- (iii) All Matched Orders opened by Users must be settled without exception. If a Matched Order fails to complete the Matched Order Settlement in due course, the party at fault for that failure will be determined by RenEx to be a Blacklisted User.
- (iv) Users are liable for any Third-Party Fees & Charges attributable to the Matched Order Settlement, unless the Matched Order Settlement is competed by a Darknode, in which case the relevant Darknode will be liable for those Third-Party Fees & Charges.
- (v) Any User that fails to complete a Matched Order Settlement will be liable for a penalty fee of 0.2% of the Token Order total value.

(f) Atomic Swap Matched Order Settlement:



- (i) The use of the Atomic Swap Software provided by RenEx must be expressly approved by the User prior to conducting any Token Exchange Orders that involve an Atomic Swap. Clear instructions for providing approval will be provided on the Website.
- (ii) While RenEx provides the Atomic Swap Software necessary for Token Exchange Orders that involve an Atomic Swap, the User acknowledges that RenEx is not in any way liable for any Loss in relation to the use of the Atomic Swap Software to conduct and complete an Atomic Swap Matched Order Settlement.
- (iii) The Atomic Swap Software will automatically generate Bitcoin and Ethereum accounts on the User's behalf, but the User may opt to use accounts already created by them at their own risk.
- (iv) Prior to any Token Exchange Order involving an Atomic Swap, the User must transfer Digital Assets to the Atomic Swap Software sufficient to complete the Atomic Swap Matched Order Settlement and cover any Third-Party Fees & Charges attributable to the Token Exchange transaction.
- (v) Without exception, Users making a Token Exchange Order that involves an Atomic Swap are wholly responsible for completion of the Atomic Swap Matched Order Settlement once their Token Exchange Order has been successfully matched with the Token Exchange Order of a Counterparty.
- (vi) Any User that fails to complete an Atomic Swap Matched Order Settlement will be liable for a penalty fee of 0.2% of the Token Order total value.

(g) RenEx Approved Signature process:

- (i) Users require an Approved Signature from RenEx to complete the actions specified at Paragraphs 8.1(b) (Supported Token withdrawal) and 8.1(c) (Token Exchange Order opening).
- (ii) The process of the application for, and provision of, an Approved Signature is:
  - User sends a request to RenEx for the action they wish to proceed;
  - If approved, RenEx provides an Approved Signature to the User that permits the User to proceed with the aforementioned action; and
  - If not approved, RenEx withholds Approved Signature to the User and the User is not permitted to proceed with the aforementioned action

## **8.2 No assurance of Completed Token Exchange**

### **8.2.1 Notwithstanding:**

(a) any display of Indicated Spot Exchange Rate on the Website; and/or

(b) any Token Exchange Attempt;

we may, in our sole and absolute discretion for any reason and without prior notice to you:



- (i) invalidate, terminate, or discontinue any Token Exchange Attempt and in the event that any amount of User Offer Tokens have been successfully delivered to the RenEx Smart Contract Address pursuant to such Token Exchange Attempt, subject to Paragraphs 11 and 12 of these Terms, provide a refund ("**User Offer Token Refund**") of such amount of User Offer Tokens (excluding Third-Party Fees & Charges in connection with such User Offer Token Refund) ("**Refund Tokens**") by way of delivery of such Refund Tokens to the relevant User Address used in connection with Token Exchange Attempt within seven (7) Business Days of the Token Exchange Offer, whereupon neither we nor any other Dappbase Affiliate shall have any further obligation to you in respect of such Token Exchange Attempt; and/or
- (ii) change the Indicated Spot Exchange Rate at any time prior to a Completed Token Exchange, such reason(s) may include but shall not be limited to the following:
  - (aa) the Token Exchange failing to satisfy Paragraphs 8.1.1(a) to 8.1.1(d) and Paragraphs 8.1.2(a) to 8.1.2(g) of these Terms;
  - (bb) us having reasonable grounds to believe that you are attempting to effect a Double Spending;
  - (cc) us having reasonable grounds to believe that you are in breach of these Terms; and
  - (dd) us having to comply with any Applicable Laws in connection with the provision of Services.

8.2.2 You shall not at any time attempt to use the Exchange Services to:

- (a) send, store, request or receive any Digital Assets which are not Supported Tokens; or
- (b) engage in any form of margin trading.

## 9. Acknowledgments, representations and warranties

9.1 By accepting these Terms, you represent and warrant to each Dappbase Affiliate (including RenEx) as follows:

- (a) you acknowledge and agree that no Dappbase Affiliate (including RenEx) shall have any responsibility or obligation in any form or manner whatsoever to any person to whom any User Request Tokens received by you in connection to Token Exchange are sold or transferred by you at any time;
- (b) you acknowledge and agree that the Supported Tokens you are seeking to engage in a Token Exchange are not to be construed, interpreted, classified or treated as:
  - (i) any kind of currency other than cryptocurrency;





- (ii) debentures, stocks or shares;
- (iii) rights, options or derivatives in respect of such debentures, stocks or shares;
- (iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- (v) units in a collective investment scheme;
- (vi) units in a business trust;
- (vii) derivatives of units in a business trust; or
- (viii) any form of investment;

(c) you acknowledge and agree that the Supported Tokens do not and are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment in any jurisdiction and these Terms do not and is not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment in any jurisdiction or a solicitation for any form of investment in any jurisdiction;

(d) you acknowledge and agree that neither the Services nor any of the Supported Tokens shall be construed, interpreted, classified or treated as enabling, or according any opportunity to, you to participate in or receive profits, income, or other payments or returns arising from or in connection with the Services and the Supported Tokens, or to receive sums paid out of such profits, income, or other payments or returns;

(e) you acknowledge that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction, and the provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

(f) you have read and understood all of these Terms including the Annexures hereto;

(g) any User Address provided by you is fully operational, secure and valid;

(h) you are not, and you are not acting on behalf of, a Disqualified Person/Entity;

(i) you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are accepting these Terms on behalf of a corporation:

- (i) such corporation is duly incorporated and validly existing under the Applicable Laws; and
- (ii) you are duly authorised to accept these Terms and procure the performance of obligations hereunder;

(j) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including Supported Tokens, blockchain-based software systems,



cryptocurrency wallets, or other related token storage mechanisms, token exchanges and decentralised token exchanges, blockchain technology, and smart contract technology;

(k) you are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with the Services, the Website, the Dappbase Affiliates (including RenEx), the Supported Tokens, your use of the Exchange Services, any wallet used in connection with the Exchange Services, User Address, your provision of User Address, the RenEx Exchange Platform, and the RenEx Smart Contract Address, including but not limited to the risks set out in the Annex 2 hereto;

(l) these Terms constitute legal, valid and binding obligations on you, which are enforceable in accordance with these Terms, and neither your use of the Services, purchase, receipt, nor holding of any Supported Token is in breach or contravention of any Applicable Laws in your jurisdiction;

(m) you are not a citizen or resident of any jurisdiction in which either the use of the Services, exchange, purchase, receipt, or holding of Supported Tokens is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any Applicable Laws;

(n) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the **"Approvals"**) is required on your part in connection with your use of the Services, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;

(o) the User Offer Tokens to be used for Token Exchange have not been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Law;

(p) you have sufficient Digital Assets to fulfil your obligations under these Terms;

(q) User Request Tokens to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

(r) you are using the Services as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of any other person; and

(s) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your acceptance of these Terms.



9.2 None of the Dappbase Affiliates (including RenEx) makes or purports to make, and each Dappbase Affiliate (including RenEx) hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

- (a) the Supported Tokens;
- (b) the information set out in the Whitepaper, the Website or any other place;
- (c) any Dappbase Affiliate (including RenEx);
- (d) the Services;
- (e) the RenEx Exchange Services;
- (f) any Token Exchange;
- (g) your User Address;
- (h) the RenEx Smart Contract Address;
- (i) the Website; and
- (j) the RenEx Exchange Platform.

## 10. General terms and prohibited use

10.1 You shall be responsible for the reporting requirements under the Applicable Laws in respect of any Token Exchange including the reporting requirements in respect of any taxable income derived in connection with the use of Services to the relevant Governmental Authority.

10.2 Your relationship with us and the operation and use of Services including the implementation of Token Exchange, shall be subject at all times to the Applicable Laws. Any Dappbase Affiliate (including RenEx) may take or refrain from taking any action whatsoever, and you shall comply with, and shall do all things required by any Dappbase Affiliate (including RenEx) in order to procure or ensure compliance with Applicable Laws. You acknowledge and agree that no Dappbase Affiliate (including RenEx) shall be liable to you as a result of any action taken by any Dappbase Affiliate (including RenEx) to comply with Applicable Laws.

10.3 You may not use the Services to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but are not to be considered to be exhaustive. We may update the Prohibited Uses of the Services from



time to time, and you hereby acknowledge and agree that it shall be your sole responsibility to ensure that your use of the Services does not involve a Prohibited Use.

By using the Services, you confirm that you will not, and you will not aid, abet, encourage or induce any third-party to engage in any of the following activities:

(a) **unlawful activity:** activities which would:

- (i) violate, or assist in the violation of, any Applicable Laws administered in the countries where the Dappbase Group conducts business;
- (ii) involve proceeds of any unlawful activity; and/or
- (iii) publish, distribute or disseminate any unlawful material or information;

(b) **abusive activity:** actions which:

- (i) impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- (ii) transmit or upload any material to the Website and/or the RenEx Exchange Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs;
- (iii) attempt to gain unauthorised access to the Website and/or the RenEx Exchange Platform, computer systems or networks connected to the Website and/or the RenEx Exchange Platform, through password mining or any other means;
- (iv) use User Information of another party to access or use the Website and/or the RenEx Exchange Platform;
- (v) develop any third-party applications that interact with the Website and/or RenEx Exchange Platform without our prior written consent; and/or
- (vi) transfer your account access or the rights to your account to a third-party, unless by operation of law or with our express permission;

(c) **abuse other Users:** activities which:

- (i) interfere with another User's access to or use of any of the Services;
- (ii) 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, including but not limited to the Dappbase Group, its representatives, employees, agents, and affiliates;
- (iii) incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; and/or
- (iv) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to harvest or otherwise collect information from the Website and/or the RenEx Exchange Platform, including



but not limited to identification numbers, email addresses, phone numbers, or addresses without proper consent;

(d) **fraud**: activity which operates to defraud Users or any other person; provide any false, inaccurate, incomplete, or misleading information to any Dappbase Affiliate (including RenEx);

(e) **gaming**: gaming activities (the playing of any game of chance or of mixed chance and skill for money or money's worth) including amongst others:

- (i) lotteries;
- (ii) bidding fee auctions;
- (iii) sports forecasting or odds making;
- (iv) fantasy sports leagues with cash prizes;
- (v) internet gaming;
- (vi) contests;
- (vii) sweepstakes; and/or
- (viii) games of chance;

(f) **intellectual property infringement**: any transactions, activities, and/or actions that:

- (i) (whether or not involving items) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to the creation, issuance, sale, offer for sale, trading, distribution, solicitation, marketing, or promotion of any investment products (including digital assets, fiat currency, securities, commodities, investment or trading products, derivatives, structured products, investment funds, investment portfolios, commodity pools, swaps, securitisations or synthetic products), including where the price, return, and/or performance of the investment product is based on, derived from, or related to any Dappbase Affiliate (including RenEx) or any portion thereof, without our express prior written consent;
- (ii) modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store proprietary or confidential data or other similar information provided via Website, without our express prior written consent;
- (iii) make use of intellectual property, name, or logo, including use of trade or service marks belonging to any Dappbase Affiliate (including RenEx), without express consent from us or in a manner that otherwise harms any Dappbase Affiliate (including RenEx);
- (iv) reverse engineer or disassemble any aspect of the RenEx Exchange Platform and/or the Services in an effort to access any source code, underlying ideas and concepts, and algorithms which are not already publicly disclosed by the Dappbase Group; and/or
- (v) implies an untrue endorsement by or affiliation with any Dappbase Affiliate (including RenEx);



(g) **fictitious transactions:** entry into a fictitious Token Exchange, or the creation or execution of fictitious transactions of any nature whatsoever with knowledge of the same;

(h) **market manipulation:** any disruptive trading in or manipulation of the Services and/or the RenEx Exchange Platform, including Token Exchanges for the purpose of generating unnecessary volatility or creating a condition in which User Offer Token to User Request Token exchange rates do not or will not reflect fair market values, including taking advantage of any technical glitch, malfunction, failure, delay, default, or security breach;

(i) **activity which brings disrepute and/or is detrimental to the Dappbase Group:** any activity which could be expected to bring disrepute upon or be detrimental to the Dappbase Group, the Services, the Website, the RenEx Exchange Platform, you, or any other third-party;

(j) **Disqualified Person/Entity:** if you are Disqualified Person/Entity, using any virtual private network, proxy service, or any other third-party service network, or product with the effect of disguising your internet protocol (IP) address or location;

(k) **businesses:** use the Services in connection with any of following businesses, activities, practices, or items which are prohibited or in conflict with the Applicable Laws; and/or

(l) **breach of these Terms:** any activities, and/or actions that are in breach of and/or violate these Terms.

## 11. Disclaimers

11.1 To the maximum extent permitted by all applicable laws, regulations and rules of the British Virgin Isles and except as otherwise provided in these Terms, each Dappbase Affiliate (including RenEx) hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

(a) any sale or transfer of any Supported Tokens by you hereunder to any person at any time;

(b) the User Offer Tokens or the User Request Tokens used for Token Exchange being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;

(c) use of Services, User Offer Tokens or the User Request Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws;



- (d) rejection, abortion, suspension or delay of Token Exchange;
- (e) failure or delay in the execution of Token Exchange or User Offer Token Refund (as the case may be).
- (f) failure, malfunction or breakdown of, or disruption to, the operation of any Dappbase Affiliate (including RenEx), RenEx Exchange Platform, Supported Tokens, or any technology (including but not limited to smart contract technology) on which any Dappbase Affiliate (including RenEx), Supported Tokens, the User Address, the RenEx Smart Contract Address, the RenEx Exchange Platform, Token Exchange, User Offer Token Refund relies on, due to occurrences of a Fork, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- (g) failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of any Dappbase Affiliate (including RenEx), the Supported Tokens, the User Address, the RenEx Smart Contract Address, the RenEx Exchange Platform, Token Exchange, User Offer Token Refund relies on, due to occurrences of a Fork, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- (h) any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability and other material characteristics of the Supported Tokens or the RenEx Exchange Platform;
- (i) decreases or volatility in traded prices or trading volume of the Supported Tokens;
- (j) failure or unfitness of the Services, the RenEx Exchange Platform or any Supported Token for any specific purpose;
- (k) the manner of utilisation of User Offer Tokens and the User Request Tokens in connection with Token Exchange;
- (l) failure to disclose information relating to the progress of Token Exchange;
- (m) loss of possession of the credentials for accessing, or loss or destruction of the private keys of, any wallet, the User Address or Advanced User Account, in any manner and to any extent;



(n) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability of the Supported Tokens or other material characteristics of the Supported Tokens;

(o) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, transmission mechanisms of the Services and/or RenEx Exchange Platform or other material characteristics of the Services and/or RenEx Exchange Platform;

(p) any risks associated with the Whitepaper, the Website, the Services, any Dappbase Affiliate (including RenEx), the Supported Tokens, your use of the Services, the User Address, your provision of the User Address, the RenEx Smart Contract Address, and the RenEx Exchange Platform, including but not limited to the risks set out in Annex 2 hereto; and

(q) all other risks, direct, indirect or ancillary, whether in relation to the Whitepaper, the Services, any Dappbase Affiliate (including RenEx), the Supported Tokens, your use of the Services, the User Address, your provision of the User Address, the RenEx Smart Contract Address, and the RenEx Exchange Platform, which are not specifically or explicitly contained in or stated in these Terms or set out in Annex 2 hereto.

11.2 You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading Supported Tokens can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. None of the Dappbase Affiliates (including RenEx) at any point in time assume the risk of losses arising from or in connection to any Token Exchange, whether or not such loss was due to factors beyond any Dappbase Affiliate's (including RenEx's) control (including but not limited to the viability of specific blockchain networks, and/or the lack of available Supported Tokens from Counterparty User(s) to facilitate a Token Exchange).

11.3 In the event of any Loss, hack or theft of Digital Assets from the User Address and/or the RenEx Smart Contract, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against any Dappbase Affiliate (including RenEx).

## 12. Limitation of liability and indemnification

12.1 In addition and without prejudice to any other right or remedy under these Terms and to the maximum extent permitted by all applicable laws, regulations and rules of the British Virgin Isles and except as otherwise provided in these Terms:





(a) no Dappbase Affiliate (including RenEx) shall be liable for any Loss arising out of or in connection with the use of the Services, the Token Exchange, or the use, receipt or holding of Supported Tokens by you;

(b) in any event, the aggregate liability of the Dappbase Group, in tort, contract or otherwise, arising out of or in connection with the use of Services, the Token Exchange, or the use, receipt or holding of Supported Tokens by you shall be limited to:

- (i) relevant User Offer Tokens Quantity transferred by you to the RenEx Smart Contract pursuant to a Token Exchange Order hereunder; or
- (ii) relevant User Request Token Quantity requested by you pursuant to a Token Exchange Order hereunder,

as elected by us in our sole and absolute discretion; and

(c) you hereby agree to waive all rights to assert any claims under Applicable Laws and agree that you may make claims based only on these Terms.

12.2 To the maximum extent permitted by the applicable laws, regulations and rules of the British Virgin Isles, you shall indemnify, defend, and hold each Dappbase Affiliate (including RenEx) and/or its subsidiaries, related companies, affiliates, directors, officers, employees, agents, successors, and permitted assignees (“Indemnified Persons”) harmless from and against any and all losses, claims, liabilities, damages, suits, actions, demands, proceedings, costs, charges and/or expenses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue and income or profits as well as reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third-party against any of the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

## 13. No assignment

Subject to these Terms, only you and no other person shall have the right to any claim against any Dappbase Affiliate (including RenEx) in connection with Token Exchange. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall be void and shall not impose any obligation or liability on any Dappbase Affiliate (including RenEx) to the assignee or transferee.

## 14. Intellectual property rights



These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Whitepaper, the Website, the Services, any Dappbase Affiliate (including RenEx), the Supported Tokens, Token Exchange, your use of the Services, and the RenEx Exchange Platform.

## 15. Surviving terms

Paragraphs 9 to 21 (including this Paragraph 15) hereto shall remain valid and in full force and effect notwithstanding any rescission or termination of these Terms and any rights or obligations of the Parties in respect of any breach of these Terms accruing prior to, on or as a result of such termination or rescission shall continue to subsist notwithstanding such termination or rescission.

## 16. No waiver

Any failure by any Dappbase Affiliate (including RenEx) to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of any Dappbase Affiliate (including RenEx) to assert any right(s), claim(s) or causes of action against you.

## 17. Entire agreement

17.1 These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the use of Services.

17.2 In the event that any Dappbase Affiliate (including RenEx) discovers that you, in your use of the Services, have engaged in any of the Prohibited Uses or any other unfair, excessive or abusive usage or conduct, the Dappbase Group reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect any Dappbase Affiliate (including RenEx) from any Loss.

## 18. Taxes

18.1 The use of Services, including but not limited to Token Exchange shall be exclusive of all taxes that are applicable to, arising from, or in connection to your use of the Services, including but not limited to Token Exchange, your receipt and holding of Supported Tokens in any jurisdiction ("**Payable Tax**").



18.2 You shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

18.3 No Dappbase Affiliate (including RenEx) shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

## 19. Governing law and dispute resolution

19.1 These Terms shall be governed by, and construed in accordance with, the laws of the British Virgin Isles.

19.2 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration in the British Virgin Isles. The seat of the arbitration shall be the British Virgin Isles. The language of the arbitration shall be English.

19.3 Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of the British Virgin Isles to support and assist the arbitration process pursuant to Paragraph 19.2 of these Terms, including if necessary the grant of interlocutory relief pending the outcome of that process.

## 20. Contracts rights of third parties

20.1 Save for the Dappbase Affiliates (including RenEx) and the Indemnified Persons who shall have rights to the extent accorded thereto under these Terms, a person who is not a Party shall not have any rights whatsoever under these Terms or to enforce these Terms.

## 21. Severance and partial invalidity

21.1 If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.



REPUBLIC PROTOCOL

21.2 The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.



#### ANNEX 1 – SUPPORTED TOKENS

No.	Supported Token	Trading Symbol
1	Ethereum	ETH
2	Bitcoin	BTC
3	Republic Protocol	REN
4	Digix Gold Token	DGX
5	True USD	TUSD
6	OmiseGo	OMG
7	0x	ZRX



## ANNEX 2 – RISK FACTORS & DISCLAIMERS

You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to use any of the Services. To the best of our knowledge and belief, the risk factors which are material to you in making an informed judgement to use the Services have been set out below.

### **RISKS RELATING TO THE RENEX PLATFORM**

***We may experience system failures, unplanned interruptions in our network or services, hardware or software defects, security breaches or other causes that could adversely affect our infrastructure network, and/or the RenEx Exchange Platform***

We are unable to anticipate when there would be occurrences of hacks, cyber-attacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), distributed denials of service or errors, vulnerabilities or defects in the RenEx Exchange Platform, the Supported Tokens, the User Address, the Advanced User Account, the RenEx Smart Contract Address, the RenEx Smart Contract, or any technology (including but not limited to smart contract technology) on which we, the RenEx Exchange Platform, the Supported Tokens, the User Address, the Advanced User Account, the RenEx Smart Contract Address, the RenEx Smart Contract, relies or on the Ethereum blockchain or any other blockchain associated with the Supported Tokens. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. We may not be able to detect such hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner, and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

Our Services could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of our services, such as disruptions caused by software viruses or attacks by unauthorised users, some of which are beyond our control. Although we have taken steps to guard against malicious attacks on our appliances and infrastructure, which are critical for the maintenance of the RenEx Exchange Platform and the Services, there can be no assurance that cyber-attacks, such as distributed denials of service, will not be attempted in the future, and that any of our enhanced security measures will be effective. We may be prone to attacks on our infrastructure intended to steal information about technology, financial data or user information or take other actions that would be damaging to us and Users. Any significant breach of our security measures or other disruptions resulting in a compromise of the usability, stability and security of our network or Services (including the RenEx Exchange Platform) may adversely affect the public confidence in our network or Services.

***We are dependent in part on the location and data centre facilities of third parties***



Our infrastructure network is in part established on servers which are owned or housed at the location facilities of third parties, and/or servers that it rents at data centre facilities of third parties. If we are unable to maintain such network on commercially reasonable terms or at all, we may be required to transfer our services to a new data centre facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third-party action, employee error, malfeasance or otherwise, and a third-party may obtain unauthorised access to the data in such servers. As techniques used to obtain unauthorised access to, or to sabotage systems change frequently and generally are not recognised until launched against a target, the Dappbase Group and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures.

***Legality of the Services and/or Supported Tokens may be subject to clarification, implementation or change***

The Applicable Laws in relation to the Services and/or the Supported Tokens in various jurisdictions may be uncertain and/or subject to clarification, implementation or change. In the event of such clarification, implementation or change, the availability of the Services and/or the Supported Tokens (in connection with the Services) may be adversely affected, including but not limited to the suspension or deactivation of the Services and/or the availability of the Supported Tokens (in connection with the Services).

We may also have to take measures to comply with such regulations, or have to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to the RenEx Exchange Platform. This may impact the appeal of the RenEx Exchange Platform for users and result in decreased usage of the RenEx Exchange Platform.

Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, maintaining the RenEx Exchange Platform may no longer be commercially viable and we may opt to suspend or deactivate the Services. Further, it is difficult to predict how or whether governments or regulatory authorities may clarify, implement or change any Applicable Laws affecting distributed ledger technology and its applications, including the Services. We may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

***Certain parts of our work and processes may risk being disrupted by new technologies that may emerge***



New technologies may emerge and have a disruptive effect on certain parts of our work and processes. In particular, blockchain technology is rapidly developing and evolving, and technological advancements may render certain or all parts of our work and processes obsolete and ineffective. This may have an adverse effect on the demand for the Services, the Indicated Spot Exchange Rate of Supported Tokens, and the availability of Supported Tokens from Counterparty User(s).

***Negative publicity may materially and adversely affect the Indicated Spot Exchange Rate and/or availability of Supported Tokens***

Negative publicity involving the Dappbase Group or any Dappbase Affiliate (including RenEx), the RenEx Exchange Platform, or any of the key personnel of a Dappbase Affiliate (including RenEx) may materially and adversely affect the market perception of Dappbase Group, whether or not such negative publicity is justified. This may have an adverse effect on the demand for the Services, the Indicated Spot Exchange Rate of Supported Tokens, and the availability of Supported Tokens from Counterparty User(s).

***The RenEx Exchange Platform, User Address, Advanced User Account and Supported Tokens are exposed to risk of attacks***

While we will make every effort to ensure that Token Exchange will be securely executed through rigorous security audit of the RenEx Smart Contract, there is no assurance that the RenEx Exchange Platform (including the RenEx Smart Contract and the RenEx Smart Contract Address) and/or the User Address and the Advanced User Account will not be subject to hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the RenEx Exchange Platform or any other blockchain, or otherwise. Such events may occur as a result of, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event(s), the Services may be disrupted and the Supported Tokens may even be stolen or diverted to a different address. Unless you specifically obtain private insurance to insure Supported Tokens, you may not have any recourse as a result of such loss of Supported Tokens.

***There may be unanticipated risks arising from the use of the Services***

Decentralised cryptographic token exchanges such as the RenEx Exchange Platform are a relatively new and dynamic technology. In addition to the risks included hereto, there are other risks associated with your use of the RenEx Exchange Platform, including those that we cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed hereto.





## **GENERAL RISKS RELATING TO TRADING OF CRYPTOGRAPHIC TOKENS**

### ***There is no assurance of an active or liquid market for Supported Tokens***

There is no assurance that an active or liquid trading market for Supported Tokens will develop or if developed, be sustained after the Supported Tokens have been made available for trading on the RenEx Exchange Platform. The Supported Tokens are generally not a currency issued by any central bank or national, supranational or quasi-national organisation, nor is it backed by any hard assets or other credit. Trading of Supported Tokens depends on the consensus on its value between the relevant market participants, there is no guarantee as to the liquidity or market price of Supported Tokens to any extent at any time. Accordingly, we cannot ensure that there will be any demand or market for Supported Tokens, or that the Indicated Spot Exchange Rate is indicative of the market price of Supported Tokens

### ***The trading price of Supported Tokens may fluctuate***

The prices of cryptographic tokens in general tend to be relatively volatile, and can fluctuate significantly over short periods of time. The demand for, and correspondingly the market price of, Supported Tokens may fluctuate significantly and rapidly in response to, among others, the following factors:

- (a) new technical innovations;
- (b) analysts' speculations, recommendations, perceptions or estimates of a Supported Token's market price;
- (c) changes in market valuations and token prices of entities with operations similar to that of a particular Supported Token;
- (d) announcements of significant events, for example partnerships, sponsorships, new product developments;
- (e) fluctuations in market prices and trading volume of Supported Tokens on cryptocurrency exchanges;
- (f) the availability of Supported Tokens on other cryptocurrency exchanges; and
- (g) changes in conditions affecting the blockchain or financial technology industry, the general economic conditions or market sentiments, or other events or factors.

### ***Understanding cryptographic token technology requires technical knowledge***

Cryptographic tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate the inherent risks. The availability of Supported Tokens on the RenEx Exchange Platform does not indicate approval or disapproval of the underlying technology regarding any Supported Token, and should not be used as a substitute for your own understanding of the risks specific to each Supported Token. We give you no undertaking or warranty as to the suitability of the Supported Tokens traded under these Terms and assume no duty in our



relations with you. By using the Services, you acknowledge and agree that you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrencies, blockchain assets, and cryptographic tokens including the Supported Tokens, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology.

***None of the information available on the Website or made available to you in relation to the use of Services constitutes advice***

None of the information available on the Website or made available to you in relation to the use of Services (including but not limited to the Indicated Spot Exchange Rate provided in respect of a Token Exchange, which is not indicative of the price at which certain Supported Tokens are being traded on the RenEx Exchange Platform or other cryptocurrency exchange platforms) constitutes any advice, including but not limited to legal, tax, financial or trading advice. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional advisors.

***A Token Exchange may not be reversible***

While the RenEx Exchange Platform is designed to execute User Offer Token Refund in certain events, transactions which have been signed by the transferor and verified on blockchain networks are generally immutable and effectively irreversible. In the event that you send User Offer Tokens to any other destination other than the RenEx Smart Contract, such User Offer Tokens may not be returned. None of the Dappbase Affiliates (including RenEx) assumes any responsibility or makes any warranties or undertakings and shall have no obligation to you if any of the foregoing events occur, including but not limited to any responsibility to recover, or aid / assist in the recovery, of such User Offer Tokens.