

Terms and Conditions ("Terms")

Please read these Terms carefully. In these Terms, "you" refers to any person accessing the Website (as defined below) and willing to participate in the Polkadex Crowdloan Campaign, as defined below, and "your" shall be construed accordingly. Polkadex Inc., (herein referred to as the "Company") a British Virgin Islands ("BVI") registered Company, situated at Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands, provides and makes available this Website. You shall by participating in the Polkadex Crowdloan Campaign be part of the Polkadex Consortium, as defined below.

For the avoidance of doubt, the Company's role is limited to maintaining the Website and providing a platform for the Polkadex Crowdloan Campaign as an Intermediary. The Polkadex Consortium shall be responsible for the functioning of the Polkadex Crowdloan Campaign

The following terms and conditions ("Terms") govern your usage of <https://www.polkadex.trade/> ("Website") while clicking the "contribute" button or while accessing the Website with respect to the Polkadex Crowdloan Campaign. By accessing the Website for participating in this Polkadex Crowdloan Campaign, you agree and accept to be legally bound by these Terms provided herein.

These Terms also include other operating rules, policies, and procedures which may be updated from time to time on the Website, however, no other

information mentioned on the Website, other websites or marketing or promotional channels shall form a part of these Terms. By reading and acknowledging these Terms and any revised Terms which may be uploaded from time to time without any prior notice, you agree to abide by all the Terms mentioned hereunder and agree that you are aware of all the market risks associated with such Contributions towards the Polkadex Crowdloan Campaign. These Terms have never been examined or approved by any regulatory authorities of any jurisdiction. These Terms do not imply that any laws have been complied with.

These Terms may be periodically updated and shall be subject to change in the future and become effective as soon as the same are posted on the Website. The purpose of these Terms is to lay down the terms and conditions agreeable to you for accessing the Website, and for participating in the Polkadex Crowdloan Campaign. The information provided on the Website shall be treated on an “as is” basis.

IT IS AGREED BY YOU THAT:

1. DEFINITIONS

- 1.1. **Anti-Money Laundering Laws** shall mean the laws, regulations, and procedures intended to prevent criminals from disguising illegally obtained funds as legitimate income.
- 1.2. **Applicable Laws** shall mean 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 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, private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to you, the Company, Polkadex Consortium, the Polkadot Relay Chain Parachain Auction, the Polkadex Crowdloan Campaign and/or the Reward Programme.

- 1.3. **Applicable Taxes** shall mean the taxes applicable to the Contributor and payable by the Contributor to the appropriate taxation authorities by virtue of you being a citizen, or having domicile or being resident of any territory or country.
- 1.4. **BVIFSC** means British Virgin Islands Financial Services Commission.
- 1.5. **Campaign Duration** means the period commencing from the 9th February 2024 and ending on the 4th April 2024.
- 1.6. **Candle Auction** means an online variant of open auction more fully described at <https://wiki.polkadot.network/docs/learn-auction>.
- 1.7. **Close Associate** means a person who is widely and publicly known to maintain an unusually close relationship with such Senior Foreign Political Figure and includes a person who is in a position to conduct

substantial domestic and international financial transactions on behalf of such Senior Foreign Political Figure.

- 1.8. **Contribution** means such number of DOT Tokens, as defined below which a Contributor is contributing in connection with the Polkadex Crowdloan Campaign to support Polkadex in the Parachain Auction Bid(s).
- 1.9. **Contributor** means the person with a Digital Wallet who is eligible to contribute towards the Polkadex Crowdloan Campaign.
- 1.10. **Digital Wallet** means any such digital asset wallet on a blockchain address that is compatible with the DOT Tokens and the PDEX Tokens.
- 1.11. **Excluded Jurisdictions** means the jurisdictions as mentioned in Annexure A to these Terms.
- 1.12. **Foreign Bank** means a non-United States of America banking institution.
- 1.13. **Immediate Family** includes the parents, siblings, spouse, children and in-laws of a Senior Foreign Political Figure
- 1.14. **Polkadot Relay Chain Controlled Token Account** means the Polkadot Relay Chain-controlled blockchain address compatible with the Polkadot Relay Chain to send, receive or store DOT Tokens (including the Contributor's Contributions) pursuant to the Polkadex Crowdloan Campaign.
- 1.15. **Polkadex** means a decentralized blockchain network with a multi-chain architecture (a solochain and a parachain).

- 1.16. **Polkadot Relay Chain** means a substrate-based decentralized relay chain secured by the Token DOT, with a genesis block hash: `ox91b171bb158e2d3848fa23a9fic25182fb8e20313b2c1eb49219da7a70ce9oc3`.
- 1.17. **Parachain Auction Bid** means the bid placed in support of the Polkadex Crowdloan Campaign through the Digital Wallet of the Contributors for securing a Parachain Slot on the Polkadot Relay Chain.
- 1.18. **Polkadex Parachain** means a substrate-based decentralized Parachain secured by the Polkadot Relay Chain, with a genesis block hash: `ox72f3bba34b1ecd532bccbed46701ad37c4ef329bfe86b7cfo14aco6cb92ed47d`
- 1.19. **Polkadex Governance** means the decision-making body of PDEX Token holders represented by a 5 member council.
- 1.20. **Polkadex Consortium** shall mean the collective Polkadex Governance and the PDEX Token holders.
- 1.21. **Parachain Auction** means the online candle auction hosted and managed on the Polkadot Relay Chain for the purposes of leasing out Parachain Slots to participating blockchains.
- 1.22. **OFAC** means the United States Office of Foreign Assets Control of the United States Department of the Treasury.
- 1.23. **Parachain** means an application-specific data structure, such as a blockchain, that is deployed on a blockchain.

- 1.24. **Tokens** means the cryptographic tokens associated with a blockchain network.
- 1.25. **PDEX Tokens** means the cryptographic tokens associated with the Polkadex solo chain, a substrate-based decentralized solo chain secured by the Token PDEX, with a genesis block hash: `ox3920bcb4960a1eef5580cd5367ff3f430eef052774f78468852f7b9cb39f8a3`.
- 1.26. **DOT Tokens** means the cryptographic tokens associated with the Polkadot blockchain network.
- 1.27. **Polkadex Crowdloan Campaign** means the campaign launched by the Polkadex Consortium to secure a Parachain Slot on the Polkadot Relay Chain through the Contributions of the Contributors.
- 1.28. **Sanction** means a punitive or coercive measure or action administered by the OFAC or any other United States government authority, or any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom, or similar sanctions administered or imposed by the government of the British Virgin Islands or the respective country of which the Contributor is a citizen or resides in.
- 1.29. **Sanctioned Country** means any jurisdiction(s)/country(ies) to which any Sanction applies.
- 1.30. **Senior Foreign Political Figure** means a senior official in the executive, legislative, administrative, military, or judicial branch of a government (whether elected or not), a senior official of a major political party, or a senior executive of a foreign government-owned

corporation. It includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

2. INTERPRETATION

2.1. In these Terms, unless provided otherwise, a reference to:

2.1.1. a person includes a reference to any individual, body corporate, unincorporated association or partnership;

2.1.2. the masculine gender includes the feminine and neuter genders and vice versa;

2.1.3. the singular includes the plural and vice versa;

2.1.4. any law or regulation is a reference to that law or regulation as amended from time to time and, where the same has been repealed, to any re-enactment or replacement of the same; and

2.1.5. any phrase introduced by the terms “including”, “include”, “in particular”, for example or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.1.6. The annexures shall have effect and be construed as an integral part of these Terms, and references to “these Terms” shall include annexures.

2.1.7. The headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms.

2.1.8. References to “paragraphs” are to be construed as references to the paragraphs of these Terms.

3. POLKADOT RELAY CHAIN PARACHAIN SLOT AUCTION

- 3.1. Polkadex plans to deploy its Parachain on the Polkadot Relay Chain by utilizing the services and resources provided by the Polkadot Relay Chain. The Polkadot Relay Chain will facilitate a limited number of Parachains through the allocation of a fixed number of Parachain slots (“Parachain Slots”), each of which shall have a leasing duration of two (2) years (“Lease Period”). In case of a successful auction, Polkadex’s Parachain will be integrated into the Polkadot Relay Chain, granting access to interact with both the Polkadot Relay Chain and other onboarded Parachains throughout the Lease Period. These Parachain Slots are obtained through competitive auctions, requiring the Polkadex Consortium to commit a significant number of DOT Tokens to secure the lease during the Campaign Duration.
- 3.2. The intention of the Polkadex Consortium solely is to participate in the Parachain Auction to secure a Parachain Slot through Parachain Auction Bid(s) by submitting the maximum amount of the bids and let the Contributor lock their DOT Tokens in support of the Parachain Auction Bid(s) for the Lease Period.
- 3.3. The Parachain Slots are secured and won by the Polkadex Consortium through a Candle Auction. Once the Contributor has

contributed a minimum bid of the DOT Tokens during the Campaign Duration, in the Polkadot Relay Chain Controlled Token Account, from the Contributor's Digital Wallet, the DOT Tokens will get locked in the Polkadot Relay Chain Controlled Token Account and the Contributor will not be able to withdraw the Contribution till the Parachain Auction ends. In case the Polkadex Governance determines that it has received sufficient Contribution for the Parachain Auction Bid, it can at its sole discretion cease the acceptance of any further Contributions.

- 3.4. In case of a successful Parachain Auction Bid by the Polkadex Consortium, the DOT Tokens contributed by the Contributor will be locked in the Polkadot Relay Chain Controlled Token Account for the Lease Period. Only at the end of the Lease Period, and when the Polkadot Relay Chain automatically releases the contributed Tokens, will the Contributor be able to withdraw the DOT Tokens contributed. The Contributor will be able to withdraw the Contribution made with respect to the Parachain Auction Bid, within such period of time as may be specified by the Polkadot Relay Chain, by initiating a transaction using the same unique private key associated with the Digital Wallet from which the Contribution was made.
- 3.5. In case the Parachain Auction Bid by the Polkadex Consortium is unsuccessful, the Polkadex Consortium will continue to participate in the next Parachain Auction by submitting further Parachain Auction

Bid(s) until the expiry of the Campaign Duration. The DOT Tokens (including all supporters' Contributions) may be released in full automatically from the Polkadot Relay Chain Controlled Token Account upon the expiry of the Campaign Duration and Contributors will be able to withdraw, within such period of time as may be specified by the Polkadot Relay Chain, Contributor's respective Contribution from the Polkadot Relay Chain Controlled Token Account by initiating a transaction using the same unique private key associated with the Digital Wallet from which the Contribution was made.

4. **PARACHAIN REWARD PROGRAMME**

- 4.1. If the Polkadex Crowdloan Campaign is successful and the Polkadex Parachain secures a slot in the Parachain Auction, Polkadex Governance will provide the Contributor with PDEX Tokens as a reward for each DOT Token contributed towards the Parachain Auction through the Parachain Auction Bid ("Reward Programme").
- 4.2. You acknowledge and agree that only the initial 50,000 DOT Token contributors will receive rewards. Contributions made after this limit will not be rewarded. You further acknowledge that any Contributions beyond this threshold are made solely at your discretion and are intended to support the Polkadex Crowdloan Campaign.
- 4.3.

- 4.4. As part of the Parachain Reward Programme initiated by the Polkadex Consortium, the Polkadex Governance shall determine the base reward for each DOT Token contributed towards the Parachain Auction. Pertinent details regarding these rewards for eligible Contributors shall be published through the Website or affiliated social media channels of the Company.
- 4.5. A Contributor shall receive the reward pursuant to the Reward Programme in the same Digital Wallet, which has been used by the Contributor to make the Contribution towards the Polkadex Crowdloan Campaign. The Contributor shall be eligible to use the PDEX Tokens for the governance of the Polkadex Solochain.
- 4.6. The exact amount of PDEX Tokens to be rewarded to the Contributors may be decided keeping in mind various factors but not limited to eligibility, Contribution or the recognition of such Contribution. The factors for determining the distribution of the rewards to the Contributors may be decided by the Polkadex Governance in its sole discretion and may be amended and modified over the Website from time to time. The Polkadex Governance may decide to change the base reward and/or prescribe separate reward amounts for different Contributors as well.
- 4.7. Any Contributor shall be eligible to receive the rewards if it:
- 4.7.1. is not a Disqualified Person or is ultimately controlled by a Disqualified Person;

- 4.7.2. has provided all the relevant information as sought by the Parachain Auction for contributing to the Polkadex Crowdloan Campaign;
- 4.7.3. has a valid Digital Wallet eligible to receive the rewards.
- 4.7.4. For the avoidance of doubt, the Polkadex Governance is under no obligation to distribute the rewards or PDEX Tokens to the Contributor and has full discretion to decide to distribute or not to distribute the rewards as per the Reward Programme or as published on the Website or Company's related social media networks.

5. **DISQUALIFICATION**

- 5.1. You will be considered a disqualified person ("Disqualified Person") and will not be eligible to participate in the Polkadex Crowdloan Campaign in case,
 - 5.1.1. You are an individual who is:
 - 5.1.1.1. a citizen of a Sanctioned Country; or
 - 5.1.1.2. residing in, domiciled or physically present in any Excluded Jurisdiction; or
 - 5.1.1.3. a part of the Consolidated List published at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list> by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council; or

- 5.1.1.4. a part of the United Nations Lists (UN Lists); or
- 5.1.1.5. prohibited or ineligible, either fully or partly, under any Applicable Laws from participating in any part of the transactions intended through these Terms or the Polkadex Crowdloan Campaign; and/or
- 5.1.1.6. a part of any transactions contemplated in these Terms or the Polkadex Crowdloan Campaign, which is restricted, prohibited, or unauthorized in nature either fully or partly under the Applicable Laws, regulatory requirements or rules in any jurisdiction applicable to you.

5.1.2. You are a body corporate which is:

- 5.1.2.1. incorporated in, or operates out of, an Excluded Jurisdiction, or
- 5.1.2.2. under the control of one or more individuals who is/are citizen(s) of a Sanctioned Country; or domiciled in, residents of, or physically present/located in, an Excluded Jurisdiction; or
- 5.1.2.3. a part of the consolidated list published at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list> by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council; or
- 5.1.2.4. a part of the United Nations Lists (UN Lists); or

- 5.1.2.5. prohibited or ineligible, either fully or partly, under any Applicable Laws from participating in any part of the transactions intended through these Terms or the Polkadex Crowdloan Campaign; or
 - 5.1.2.6. a part of any transactions contemplated in these Terms or the Polkadex Crowdloan Campaign, which is restricted, prohibited, or unauthorized in nature either fully or partly under the Applicable Laws, regulatory requirements or rules in any jurisdiction applicable to you.
- 5.2. You shall also not be eligible to participate in the Parachain Auction Bid if you are partly or fully controlled by another Disqualified Person.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. By accepting these Terms, you represent, warrant and declare that;
- 6.1.1. Your participation in the Polkadex Crowdloan Campaign is lawful for you to do so and your acceptance of these Terms or any part thereof is not restricted or violative of any Applicable Law in your jurisdiction. These Terms constitute a valid legal and binding obligation on you;
 - 6.1.2. In case of any restrictions or prohibitions imposed by the Applicable Law of your jurisdiction, the same have been

complied with by you without causing any liability towards the Polkadex Consortium, the Company;

- 6.1.3. In case if you are an individual, you are of the legal age and capacity to participate in the Polkadex Crowdloan Campaign as per the jurisdiction to which you belong to, reside, domiciled or are a citizen of, and are legally eligible to create binding obligations for yourself in case of any liability which may incur due to the use of the Website or your participation in the Polkadex Crowdloan Campaign;
- 6.1.4. In case, if you are a body corporate, you are duly incorporated and validly existing in your jurisdiction as per the Applicable Laws and you are duly authorized to accept these Terms;
- 6.1.5. You are not a Disqualified Person, acting on behalf of a Disqualified Person or ultimately controlled by a Disqualified Person;
- 6.1.6. You have read the Terms carefully and understood these Terms and any annexure thereof;
- 6.1.7. You will be bound by and abide with the latest version of these Terms;
- 6.1.8. You shall not engage or participate in the Parachain Auction Bid if there are legal restrictions in your country of residence or domicile;

- 6.1.9. The Contributions made by you towards the Polkadex Crowdloan Campaign is not done under any influence or coercion;
- 6.1.10. You are not participating in the Reward Programme with a view to use or obtain the PDEX Tokens for any illegal activity;
- 6.1.11. You are solely responsible for any tax implications imposed by the Applicable Tax Laws of your jurisdiction and you shall not hold the Polkadex Governance, the Company liable for any tax liability arising therefrom;
- 6.1.12. All and any documents provided by you for participating in the Parachain Auction are true, complete and accurate in all respects and there is no circumstance for the Polkadex Governance to believe that information provided by you is misleading or incomplete or that any relevant information has been omitted by you which is required to be shared;
- 6.1.13. You acknowledge that the process of locking up of the DOT Tokens contributed towards the Parachain Auction Bid in the Polkadot Relay Chain Controlled Token Account does not allow or entitle the Polkadex Governance to use it for its personal purpose or generate any return for the Polkadex Governance;
- 6.1.14. The Polkadex Governance or any of its affiliates do not have control either over the Polkadot Relay Chain Controlled Token Account or the DOT Tokens contributed towards the Polkadot Relay Chain Controlled Token Account and does not have a

role in releasing the same from the Polkadot Relay Chain Controlled Token Account as the same is solely controlled and managed by the Polkadot Relay Chain;

- 6.1.15. The Tokens shall not be considered, interpreted or construed as anything other than cryptocurrency, neither shall the Tokens be considered, interpreted or construed as a stock, share, debenture or security of any kind which is issued by any person or entity; any rights, options or derivatives in respect of such stocks, shares, debentures or security; unit of a collective business scheme, or a trust or derivatives thereof; any other form of security or investment, regulated or otherwise;
- 6.1.16. No approval, consent or declaration is required on your part in connection with the Applicable Laws or the applicable regulatory authority for your participation in Polkadex Crowdloan Campaign;
- 6.1.17. You as an individual are not and in case you are a body corporate, neither you or your employees, agents or any other person acting on behalf of you, are listed in the British Virgin Islands Financial Services Commission (BVIFSC) as an individual or entity under the Anti-Money Laundering Laws, criminal legislations, Counter-Terrorism Act of British Virgin Islands and/or such other law as prescribed by British Virgin Islands from time to time;

- 6.1.18. You are not currently subjected to any Sanctions by OFAC or any other regulatory or governmental authority of United States. you are not on the “Specially Designated Person (SDN) or Blocked Person” list of OFAC or any similar regulatory or governmental authority;
- 6.1.19. You are not subjected to any Sanctions administered by the United Nation’s Security Council or the European Union or Her Majesty’s Treasury of the United Kingdom or similar Sanctions administered or imposed by the government of the British Virgin Island or any the respective country of which you are a citizen of or reside in;
- 6.1.20. You are not located, domiciled, resident of any country or territory that falls within the list of Excluded Jurisdictions as described in the Annexure A hereto;
- 6.1.21. You are not dealing with any person, entity or government or are not engaged in any transactions with any person, entity or government on which any Sanctions have been imposed;
- 6.1.22. In case, if you are a body corporate, no legal proceeding, action, suit or arbitration is pending against you in relation to Anti-Money Laundering Laws and your operations at all times have been in compliance with the Anti-Money Laundering Laws of the British Virgin Island and in all other jurisdictions, where such body corporate conducts business or operations;

- 6.1.23. You are and/or any person or entity controlled by you or controlling you, or any person having beneficial interest in you as a privately held entity, or any person for whom you are acting as an agent is not a Senior Foreign Political Figure, or any Immediate Family member or Close Associate of a Senior Foreign Political Figure in relation to your participation in the Polkadex Crowdloan Campaign;
- 6.1.24. If you have any affiliation with a Foreign Bank or receive deposits from a Foreign Bank or handle any other financial transactions in relation to this Foreign Bank, the Foreign Bank should be authorized to conduct banking activities and should have a fixed address in such jurisdiction, it should maintain records of all its finance or banking related activities, the Foreign Bank is subjected to scrutiny and inspection by the licensing authority and the Foreign Bank shall not be providing banking services any other existing Foreign Bank which does not have a physical presence;
- 6.1.25. The Digital Wallet provided by you is valid, secure and fully operational and is eligible to receive rewards, if the Polkadex Governance shall provide any. The Digital Wallet is fully controlled and managed by you and, you only have the full control of the unique private key of the Digital Wallet and other credentials of the Digital Wallet. For avoiding any doubt, it

should not be a blockchain address held, owned or controlled by any other person or a third party;

6.1.26. All of the above representations and warranties made are true, complete and accurate in all respects and not misleading in nature post the acceptance and access of this Terms and the Polkadex Crowdloan Campaign;

7. **RESPONSIBILITIES AND RISK DISCLOSURES.**

7.1. **Campaign Delays or Suspensions:** You understand and accept that the Polkadex Governance, the Company is not liable for any delays or suspensions of the Polkadex Crowdloan Campaign, the Parachain Auction, the Reward Programme.

7.2. **Technical Risks:** You acknowledge the possibility of technical issues such as viruses, bugs, errors, or malfunctions that could affect the Polkadex Crowdloan Campaign, the Parachain Auction, the Reward Programme, or associated work, and you release the Polkadex Governance, the Company from liability in such cases.

7.3. **Regulatory Compliance:** You understand that you are solely responsible for any restrictions, prohibitions, or regulations imposed by applicable laws or regulatory authorities in any jurisdiction regarding the Polkadex Crowdloan Campaign, the Parachain Auction, the Reward Programme.

7.4. **Financial and Security Risks:** You acknowledge and assume all risks associated with participating in the Polkadex Crowdloan Campaign,

the Parachain Auction, the Reward Programme, including risks related to Digital Wallet, theft, or loss of credentials.

7.5. **Responsibility for Updates:** You understand that it is your responsibility to stay informed of any changes to the terms and conditions outlined on the Website.

7.6. **General Disclaimer:** You acknowledge and accept all other risks, whether expressly stated or not, related to the Polkadex Crowdloan Campaign, the Parachain Auction, the Reward Programme.

7.7. **Non-Consideration of Contribution for Rewards:** You understand that the Contribution made by you towards the Polkadex Parachain shall in no way be considered as "consideration" in exchange for the receipt of rewards or PDEX Tokens. By making the Contribution, you do not become eligible to receive rewards, and the Polkadex Governance shall not, in any way, be contractually or otherwise be obligated to issue rewards to you as the Contributor.

7.8. **Intermediary role of Company:**

7.8.1. You acknowledge that the Company is utilizing its servers solely for hosting the interface of the Polkadex Crowdloan Campaign. The Company operates independently and is a distinct entity from the Polkadex Governance and Consortium. All decisions pertaining to the Polkadex Crowdloan Campaign are made through a governance vote initiated by the Polkadex Consortium and carried out by Polkadex Governance. As an intermediary, the Company facilitates the Polkadex Crowdloan Campaign process

but does not influence or determine Polkadex Crowdloan Campaign outcome.

7.8.2. You acknowledge that the Company is neither a registered financial advisor, securities broker, dealer, financial analyst, nor a financial planner. You understand that the information provided on the Website is based on the Company's understanding of the Polkadex Crowdloan Campaign and is for informational purposes only. You recognize that the information provided on the Website regarding participation in the Polkadex Crowdloan Campaign is of a general nature and does not constitute financial advice, either in general or specific to you. It is your responsibility to verify the information provided on the Website, and you are encouraged to consult with any qualified professional of your choice to conduct diligence on your end before making any Contribution. Any decision made based on the information provided on the Website is solely at your own risk.

8. POLKADEX GOVERNANCE RIGHTS

8.1. The Polkadex Governance reserves the right in its sole discretion to:

8.1.1. Reject your interest in participation or participation in the Polkadex Crowdloan Campaign, without giving any specific reason and the Polkadex Governance or anyone associated with it shall not be held liable for incidental, direct or indirect and ancillary

damage, loss or income or revenue accruing to you as a consequence of the rejection;

8.1.2. Take measures including but not limited to geo-blocking of internet protocol address(es), to ensure that the Polkadex Crowdloan Campaign, or the Reward Programme is not accessible to certain persons including Disqualified Persons in order to cease them from participating in the Polkadex Crowdloan Campaign, or the Reward Programme, and the Polkadex Governance or anyone associated with it shall not be held liable for incidental, direct or indirect, or ancillary damage or loss of any kind whether in tort, contract or otherwise arising as a consequence of the such restriction;

9. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Polkadex Governance, the Company and each of its officers, directors, members, owners, employees, agents and affiliates from any claim, demand, action, damage, loss, cost or expense, including without limitation attorneys' fees, directly or indirectly arising out of (a) Your participation in the Polkadex Crowdloan Campaign; (b) Your breach of these Terms; (c) Your violation of any rights of any other person or entity or any claims or demands made by any party, including any regulatory authority due to your participation in the Polkadex Crowdloan Campaign or use of Website or other social media networks; or (d) Your violation of the

Applicable Laws. If you are obligated to indemnify, the indemnified party will have the right, in its sole discretion, to control any action or proceeding (at its expense) and determine whether to settle it.

10. **LIMITATION OF LIABILITY**

Except as otherwise required by law, in no event shall the Polkadex Governance, the Company or its directors, members, owners, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, directly or indirectly arising out of or in any way connected with the use of or inability to use Website for the Polkadex Crowdloan Campaign, including without limitation to any damages caused by or resulting from reliance by any Contributor on any information obtained from the Polkadex Governance or the Website, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to records, programs or services.

11. **TAXES**

It shall be your sole responsibility to determine and pay any taxes applicable to you towards the appropriate taxation authority for participating in the Polkadex Crowdloan Campaign and to declare, report, withhold, and remit the correct amount of Applicable Taxes to the tax authorities. You shall be wholly and solely held responsible and liable for any non-fulfilment or non-performance of any tax obligations including but not limited to any claims, fines, punishments, penalties or other liabilities arising out of or from any of your obligations in relation to the Applicable Taxes. The Polkadex Governance, the Company shall not be held responsible for any non-fulfilment or non-performance of your tax obligations in relation to the Applicable Taxes.

12. GOVERNING LAW AND JURISDICTION

Any and all disputes or claims arising out of or in connection with or relating to these Terms, or the breach, interpretation or invalidity hereof, shall be governed by, and construed in accordance with, the laws of the British Virgin Islands, and the courts of British Virgin Islands shall have exclusive jurisdiction with respect to any and all such disputes or claims.

13. MISCELLANEOUS

13.1. Force Majeure

The Polkadex Governance, the Company shall not be liable for any breach of these Terms or for any loss or damage due to the Polkadex

Governance, the Company's delay in performing, or failure to perform, any of its obligations under these Terms, if such breach, delay or failure is arising from any event beyond reasonable control of each entity, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause (each, a "Force Majeure Event").

13.2. Relationship of Parties

Nothing in these Terms shall be deemed to constitute a partnership or agency between you and the Polkadex Consortium, the Polkadex Governance, the Company.

13.3. No Assignment

You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Polkadex Governance, which the Polkadex Governance may withhold at its sole and absolute discretion, shall be void. 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 not impose any obligation or liability of the Polkadex Governance, the Company to the assignee or transferee.

13.4. Severability

If any term, provision, covenant, or condition of these Terms is held by a court or regulatory body of competent jurisdiction to be invalid, void, or

unenforceable, the rest of the Terms shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change to these Terms.

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.

13.5. Waiver

No delay or omission by the Polkadex Governance, the Company to exercise any right or power it has under these Terms shall impair or be construed as a waiver of such right or power. A waiver by the Polkadex Governance, the Company of any breach or covenant of any provision in these Terms shall not be construed to be a waiver of any subsequent breach or any other covenant of the same or a similar provision.

13.6. Entire Agreement

These Terms constitute the entire agreement and understanding by you, the Polkadex Governance, the Company with respect to its subject matter and supersedes all prior written or oral negotiations and/or agreements between you, the Polkadex Governance and the Company with respect thereto and there are no other representations, understandings, or agreements between you, the Polkadex Governance and the Company relating to such subject matter.

ANNEXURE A

EXCLUDED JURISDICTIONS

Excluded Jurisdictions shall include any jurisdiction, including but not limited to the Sanctioned Country, where the Polkadex Crowdloan Campaign, Reward Programme or any related transaction contemplated under these Terms are either prohibited, restricted or unauthorised in all forms or manner, either fully or partly, under Applicable Laws in such jurisdiction. Below is the list mentioned for the Excluded Jurisdictions:

1. Sanctioned Country (as per Section 1.30 of the Terms)
2. United States of America
3. People's Republic of China (including the Macau Special Administrative Region)

OR

1. Jurisdictions identified by the Financial Action Task Force subject to call for action and increased monitoring having strategic anti-money laundering, counter-financing of terrorism and proliferation financing deficiencies published at <http://www.fatf-gafi.org/countries/#high-risk> (last update in Jan 2024)

Albania

Barbados

Burkina Faso

Cambodia

Cayman Islands

Democratic People's Republic of Korea (DPRK)

Haiti

Iran

Jamaica

Jordan

Mali

Malta

Morocco

Myanmar

Nicaragua

Pakistan

Panama

Philippines

Senegal

South Sudan

Syria

Turkey

Uganda

Yemen

Zimbabwe

2. Other Excluded Jurisdictions include:

Malaysia

Indonesia

Islamic Republic Afghanistan

People's Republic of China (including the Macau Special Administrative Region)

Republic of Armenia

Republic of Guinea

Republic of Iraq

Republic of Rwanda

Republic of Serbia

Thailand

United Republic of Tanzania

United States of America