

POLKADEX AMBASSADOR PROGRAM LISTING CAMPAIGN - GENERAL TERMS AND CONDITIONS

This General Terms and Conditions (hereinafter referred to as “Terms and Conditions”) sets out the provisions governing the Polkadex Ambassador Program Listing Campaign (“Program”) rolled out by POLKADEX Inc (also referred to as “Polkadex” and “we”) in a strategic collaboration with AirLyft for the management and execution of this Program.

This Program has been strategically designed to achieve specific objectives, including the engagement of community leaders to effectively promote Polkadex Network and its Dapps, enhance brand awareness, facilitate the creation and sharing of Polkadex-related content, broaden the Polkadex community reach, and seamlessly onboard new users.

By registering as a Participant for this Program, you affirm that you have diligently READ, UNDERSTOOD, ACCEPT, and commit to COMPLY with the Terms and Conditions detailed below. We strongly encourage you to thoroughly review all these Terms and Conditions before you fully engage as a Participant in this Program. By choosing to participate, you hereby signify your agreement and willingly bind yourself to the following Terms and Conditions:

1. DEFINITIONS

As long as the context of the sentence does not specify anything else, the capitalized terms shall have the following meanings in these Terms and Conditions:

- a. **“Participant (“you”)”** is an individual who voluntarily and actively engages in a specific event, or campaigns of the Program.

- b. “PDEX Token” means the native Crypto Tokens of the Polkadex network in a similar way that BTC is the native token of Bitcoin or Ether is the native token of the Ethereum blockchain.
- c. “Cryptocurrency Wallet” means a digital tool that securely stores, manages, and enables the transfer of cryptocurrencies by generating and safeguarding private keys for the user.
- d. “Polkadex Network” refers to the cryptocurrency network which facilitates 1) a non-custodial decentralized peer-to-peer orderbook-based cryptocurrency exchange for the DeFi ecosystem built on Substrate. 2) A decentralized token bridge named THEA

2. SCOPE

The Program requires that Participants fulfill their commitment either by successfully completing and submitting designated Task(s) or by actively promoting the Polkadex Network and the Program through their social media channels. This dual approach ensures the promotion and visibility of Polkadex Network in line with the goals of the Program.

3. ELIGIBILITY

The Program is currently open to all Participants with the exception of those who are deemed ineligible based on the criteria set forth in section 4. . However, Participants acknowledge that a Know Your Customer (KYC) requirement may be introduced in the future, which would be communicated to all Participants. The Participants are eligible to engage in the Program by either (i) creating a new personal account or using a pre-existing personal account on the AirLift platform; or (ii) integrating Participant’s Cryptocurrency Wallet directly with AirLift, granting access to the platform through the secure wallet connection.

4. RESTRICTED COUNTRIES

Participants from the following countries are NOT eligible to participate in this Program: Algeria, Bolivia, Morocco, Nepal, Pakistan, Vietnam, North Macedonia, Bangladesh, Egypt, U.K. , and such other countries which ban cryptocurrency airdrop . This restriction is imposed to adhere to regulatory requirements and compliance obligations. It is important to note that employees of Polkadex, AirLift, are not eligible to participate in the Campaign.

5. HOW DO I PARTICIPATE?

Instructions and criteria for participation in the Program will be detailed on the official AirLift Polkadex page, which is linked [here](#). It is essential to note that these instructions and criteria are subject to change with each distinct campaign. The dynamic nature of these guidelines ensures that our Program requirements remain aligned with the specific goals and nuances through each campaign, allowing us to tailor participation for optimal Program performance and relevance.

6. REVIEW AND ASSESSMENT RIGHTS

Polkadex maintains the authority to conduct a comprehensive review of all campaign submissions, with the prerogative to allocate points and, when deemed necessary at our discretion, cancel, deny, or modify rewards. This review process is integral to ensuring the fairness, transparency, and compliance of all campaign activities. By participating in the campaigns, you acknowledge and accept our right to assess and make decisions concerning submissions and rewards to uphold the integrity of the Program.

7. COMMUNICATION THROUGH AIRLYFT

All official communications related to the Program will be exclusively conducted through the AirLift platform and the ambassador channels on the Polkadex Discord server . The Participants acknowledge to refrain from relying on email for campaign-related correspondence. This centralized approach enables efficient and organized communication while providing a secure and controlled environment for all campaign-related interactions.

8. FUNDING OF THE PROGRAM

The Program will be financed through the Polkadex Network's on-chain treasury, utilizing PDEX tokens as the primary funding instrument. This treasury allocation underscores Polkadex's commitment to supporting and fostering strategic promotional initiatives aimed at advancing the Polkadex Network and its associated campaigns under the Program.

9. REWARDS SYSTEM

The reward pool, exclusively composed of PDEX tokens, is a pivotal aspect of our Program initiatives. The distribution cycles and the overall structure of the reward system are designed to be adaptable and may evolve depending on the specific requirements and objectives of each campaign. Polkadex reserves the right to make adjustments to the reward system at its discretion to ensure the utmost effectiveness and fairness in Program participation and achievement. This flexibility allows us to tailor the rewards to the unique nature of each campaign, optimizing the overall impact and engagement.

10. NO GUARANTEE OF SUCCESS

It is important to note that participation in the campaigns does not guarantee or entitle any Participant to rewards. Success in the campaigns is subject to various

factors, including adherence to the Terms and Conditions, the quality of contributions, and other campaign-specific criteria. While we encourage and appreciate all efforts, rewards are not guaranteed and will be determined based on each campaign performance and compliance with the established guidelines of the campaigns.

11. REPRESENTATIONS AND WARRANTIES

By accepting these Terms, you represent, warrant and declare to Polkadex and its affiliates that:

- a. Your participation in the Program is lawful for you to do so and your acceptance of these Terms and Conditions or any part thereof is not restricted or violative of any applicable law in your jurisdiction. These Terms and Conditions constitute a valid, legal and binding obligation on you;
- b. 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 Polkadex;
- c. You should not post anything that will damage the reputation of Polkadex or make any promises or commitments on behalf of Polkadex.
- d. You are of the legal age and capacity to participate in the Program 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 Program;
- e. You are not participating in the Program or seeking the reward with a view to use or obtain the PDEX tokens for any illegal activity;
- f. The PDEX tokens shall not be considered, interpreted, or construed as anything other than cryptocurrency, neither shall the PDEX 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 trust or derivatives thereof; any other form of security or investment, regulated or otherwise;
- g. You are not listed in the British Virgin Islands Financial Services Commission (BVIFSC) as an individual 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;
 - h. 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 these Terms and Conditions and the Program;
 - i. You are not allowed to take any action that can cause losses for Polkadex and/or contrary to the Terms and Conditions and the applicable laws and regulations of this Program.
 - j. If found to have violated one or more of the provisions of these Terms and Conditions, Polkadex will have the right to limit your use of the Polkadex services, suspend and/or terminate your access to the Program, and request compensation for the loss suffered by Polkadex.

12. TAXES

You are solely responsible for determining if any taxes or other duties are applicable to the rewards. It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities, according to the local legislation in force. Polkadex is not responsible and shall be in no way held liable for withholding, collecting, reporting, and remitting taxes arising from, or in connection to the rewards or the Program.

13. AMENDMENT OF TERMS

Polkadex reserves the right to revise and amend the Terms and Conditions of this Program and all campaigns under this Program. Changes will be communicated to Participants through the AirLift platform and the ambassador channels on the Polkadex Discord server . All Participants accept the obligation to stay informed and regularly check these platforms for updates and revisions.

14. TERMINATION OF PARTICIPATION

Participants in the Program may cease their involvement at their discretion anytime . Additionally, Polkadex retains the right to terminate a Participant's involvement should any violation of the Terms and Conditions occur, or if we determine that continued participation is not in compliance with the Program's goals and guidelines. Participants may be notified of termination via any of the AirLift platform, the ambassador channels on the Polkadex Discord server , email notification to the Participant, or such other official channel deemed sufficient by Polkadex.

15. TERM

These Terms and Conditions will be effective for 2 weeks from November 9th, 2023 ("Term"). The Term shall automatically renew for a period of 45 days each unless terminated by Polkadex for cause or convenience. Polkadex will notify the decision to terminate the Program through the AirLift platform and the Polkadex Discord channel.

16. Waiver of Liability

By participating in the Program, all Participants acknowledge and agree that Polkadex Inc. is only facilitating this Program run by the community and Polkadex Inc assumes no liability for any aspects of the campaign. We wish to emphasize that we are solely authorized to distribute tokens on behalf of the Polkadex Treasury, and these PDEX Tokens do not belong to Polkadex Inc. As such, we hereby waive and disclaim any responsibility or liability for any issues, disputes, losses, or damages that may arise in the course of this Program including but not limited to campaigns within the Program. Participants engage in this Program with full awareness that Polkadex Inc. acts as a distributor and not an owner of the tokens, and any claims or concerns should be addressed accordingly.

17. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Polkadex (and each of our 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 Program; (b) your breach of these Terms and Conditions; (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 Program or use of website or other social media networks; or (d) your violation of the applicable laws. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

18. LIMITATION OF LIABILITY

Except as otherwise required by law, in no event shall Polkadex 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, loss of data and loss of digital assets, whether in an action in contract, tort (including but not limited to negligence) or otherwise, directly or indirectly arising out of or in anyway connected with the Participants involvement in the Program, including without limitation to any damages caused by or resulting from reliance by you on any information obtained from Polkadex 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.

19. COMPLIANCE WITH LAWS

The Participant is responsible for complying with all local laws and regulations in relation to the Program and Polkadex disclaims all liability for it.

20.ACCEPTANCE OF TERMS

By participating in the Program, you acknowledge your understanding of the Terms and Conditions outlined herein, and you signify your full adherence to these terms throughout your participation in the campaigns. Your involvement in the Program implies your commitment to comply with all stipulated rules and guidelines to ensure a productive and harmonious campaign experience.

21. GOVERNING LAW AND JURISDICTION

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

22. MISCELLANEOUS

The Terms and Conditions do not create a partnership, agency relationship, or joint venture between Polkadex and Participant. If these Terms and Conditions are translated into a language other than English, the translation is for convenience only, and the English language version will govern. If any provision is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the intention and the remaining provisions will not be affected.