

TERMS AND CONDITIONS ("TERMS")

Please read these Terms carefully. In these Terms, "We", "us" or the "Company" refers to Polkadex Inc., a British Virgin Islands ("BVI") registered Company, situated at Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands and "our" shall be construed accordingly. "You" refers to any person accessing the Website and willing to participate in the Polkadex Crowd Loan Campaign, and "Your" shall be construed accordingly. 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 Crowd Loan Campaign. By accessing the Website for participating in this Polkadex Crowd Loan Campaign, You agree and accept to be legally bound by these Terms provided by us.

These Terms also include other operating rules, policies, and procedures which We may update from time to time, 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 by the Company from time to time without any prior notice, You agree to abide by all these Terms mentioned hereunder and agree that You are aware of all the market risks associated with such Contributions towards this 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 future and become effective as soon as the same are posted on the Website. The purpose of this Terms between you and the Company is to lay down the terms and conditions agreeable to you for accessing the Website for participating in the Polkadex Crowd Loan Campaign. The information provided on the Website shall be treated on an "as is" basis.

You and the Company shall be collectively referred to as "Parties" and individually as "Party" in these Terms.

IT IS AGREED BY BOTH PARTIES 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, the Project, the Network Parachain Auction, the Polkadex Crowd Loan 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. Auction Bid** means the bid placed in support of the Polkadex Crowd Loan Campaign through the Digital Wallet in the Network Controlled Token Account for securing a Parachain Slot on the Network.
- 1.5. BVIFSC** means British Virgin Islands Financial Services Commission.
- 1.6. Campaign Duration** means the period commencing from the date of the Polkadex Crowd Loan Campaign and ending on the date falling six (6) weeks after such commencement date as specified by the Company in the Network's substrate "crowd loan module" or such other deadline parameter which the Company may, in its sole discretion, specify.
- 1.7. Candle Auction** means an online variant of open auction more fully described at <https://wiki.polkadot.network/docs/learn-auction>.
- 1.8. 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.
- 1.9. Contribution** means such number of Tokens which a Contributor is contributing in connection with the Polkadex Crowd Loan Campaign to support the Company's Auction Bid(s).
- 1.10. Contributor** means the person with a Digital Wallet who is eligible to contribute towards the Polkadex Crowd Loan Campaign.
- 1.11. Digital Wallet** means any such digital asset wallet on a blockchain address that is compatible with the Tokens and the PDEX Tokens.
- 1.12. Excluded Jurisdictions** means the jurisdictions as mentioned in Annexure A to these Terms.
- 1.13. Foreign Bank** means a non-United States of America banking institution.
- 1.14. Immediate Family** includes the parents, siblings, spouse, children and in-laws of a Senior Foreign Political Figure
- 1.15. Network Controlled Token Account** means the Network-controlled blockchain address compatible with the Network to receive Tokens (including the Contributor's Contributions) pursuant to the Polkadex Crowd Loan Campaign.
- 1.16. Network** means the heterogeneous multichain network with shared security and interoperability known as "Polkadot", which is in detail described at <https://wiki.polkadot.network/docs/getting-started>.

- 1.17. **Network Parachain Auction** means the online candle auction hosted and managed on the Network for the purposes of leasing out Parachain Slots to participating projects.
- 1.18. **OFAC** means the United States Office of Foreign Assets Control of the United States Department of the Treasury.
- 1.19. **Parachain** means an application-specific data structure, such as a blockchain, that is deployed on the Network.
- 1.20. **PDEX Tokens** means the cryptographic tokens associated with the Project known as “PDEX Tokens”.
- 1.21. **Polkadex Crowd Loan Campaign** means the campaign launched by the Company to secure a Parachain Slot on the Network through the Contributions of the Contributors.
- 1.22. **Project** means the “Polkadex” project, which is a fully decentralized, interoperable, trustless, peer-to-peer orderbook-based exchange built for cryptocurrency trading.
- 1.23. **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.
- 1.24. **Sanctioned Country** means any jurisdiction(s)/country(ies) to which any Sanction applies.
- 1.25. **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.
- 1.26. **Tokens** means cryptographic tokens associated with the Network, also known as “**DOT**”.
- 1.27. **Website** means the website of the Company which is accessible at <https://www.polkadex.trade/>.

2. INTERPRETATION:

- 2.1. In these Terms, unless provided otherwise, a reference to:
- 2.1.1. the Company shall include its duly authorised agents and/or delegates;
 - 2.1.2. a person includes a reference to any individual, body corporate, unincorporated association or partnership;
 - 2.1.3. the masculine gender includes the feminine and neuter genders and vice versa;
 - 2.1.4. the singular includes the plural and vice versa;
 - 2.1.5. 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

- 2.1.6. 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.
- 2.1.7. The annexures shall have effect and be construed as an integral part of these Terms, and references to “these Terms” shall include annexures.
- 2.1.8. The headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms.
- 2.1.9. References to “paragraphs” are to be construed as references to the paragraphs of these Terms.

3. NETWORK PARACHAIN SLOT AUCTION

- 1.1. Polkadex intends to implement a Parachain on the Network using the services or resources of the Network. The Network will support a limited number of Parachains by releasing a fixed number of Parachain slots (“**Parachain Slots**”), each of which shall have a leasing duration of two (2) years (“**Slot Lease Duration**”). In case of a successful auction, the Project will be onboarded on the Network and the Contributor will be able to use the Network blockchain during the Slot Lease Duration. These Parachain Slots are competitive in nature, which means many projects including our Project may need to lock a large number of Tokens to secure the slot lease when they’re auctioned off during the Campaign Duration.
- 1.2. The intention of the Company solely is to participate in the Network Parachain Auction to secure a Parachain Slot through Auction Bid(s) by submitting the maximum amount of the bids and let the Contributor contribute Tokens or DOT in support of the Company’s Auction Bid(s).
- 1.3. The Parachain Slots are secured and won by the Project through a Candle Auction. Once the Contributor has contributed a minimum bid of the Tokens during the Campaign Duration, in the Network Controlled Token Account, from the Contributor’s Digital Wallet, the Tokens will get locked in the Network and the Contributor will not be able to withdraw the Contribution till the Auction ends. In case the Company determines that it has received sufficient Contribution for the Auction Bid, it can at its sole discretion cease the acceptance of any further Contributions.
- 1.4. In case of a successful Auction Bid by the Company, the Tokens or DOT contributed by the Contributor will be locked in the Network for the Slot Lease Duration. Only at the end of the Slot Lease Duration, and when the Network automatically releases the contributed Tokens, will the Contributor be able to withdraw the Tokens contributed. The Contributor will be able to withdraw the Contribution made with respect to the Auction Bid, within such period of time as may be specified by the Network, by initiating a transaction using the same unique private key associated with the Digital Wallet from which the Contribution was made.
- 1.5. In case the Auction Bid by the Company is unsuccessful, the Company will continue to participate in the next Network Parachain Auction by submitting further Auction Bid(s) until the expiry of the Campaign Duration. The Tokens (including all Supporters’ Contributions) may be released in full automatically by the Network 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 Network, Contributor’s respective Contribution from the Network Controlled Token Account by initiating a transaction using the same unique private key associated with the Digital Wallet from which the Contribution was made.

2. PARACHAIN REWARD PROGRAMME

- 2.1. Post the successful completion of the Candle Auction, Polkadex will provide the Contributor with reward tokens known as “**PDEX Tokens**” for each Token or DOT contributed towards the Project through the Auction Bid (“**Reward Programme**”). For each Token or DOT contributed towards the auction, the Contributor will receive 2.054816 PDEX Token from the Company as the base reward or any other - amount decided by the Company.
- 2.2. As part of the Parachain Reward Programme launched by the Company, various rewards related information, for the Contributors eligible to receive them shall be published on the Website or Company’s related social media networks.
- 2.3. 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 Crowd Loan Campaign. The Contributor shall be eligible to use the PDEX Tokens for the governance of the Project or for future projects of the Company or as the Company may direct the Contributor from time to time.
- 2.4. 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 Company in its sole discretion and may be amended and modified over the Website from time to time. The Company may decide to change the base reward and/or prescribe separate reward amounts for different Contributors as well.
- 2.5. Any Contributor shall be eligible to receive the rewards if it:
 - 2.5.1. is not a Disqualified Person or is ultimately controlled by a Disqualified Person;
 - 2.5.2. has provided all the relevant information as sought by the Project for contributing to the Polkadex Crowd Loan Campaign;
 - 2.5.3. has a valid Digital Wallet eligible to receive the rewards.
- 2.6. For the avoidance of doubt, the Company 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.

3. DISQUALIFICATION

- 3.1. You will be considered a disqualified person (“**Disqualified Person**”) and will not be eligible to participate in the Polkadex Crowd Loan Campaign in case,
 - 3.1.1. You are an individual who is:
 - 3.1.1.1. a citizen of a Sanctioned Country; or
 - 3.1.1.2. residing in, domiciled or physically present in any Excluded Jurisdiction; or
 - 3.1.1.3. 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

3.1.1.4. a part of the United Nations Lists (UN Lists); or

3.1.1.5. 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 Crowd Loan Campaign; and/or

3.1.1.6. a part of any transactions contemplated in these Terms or the Polkadex Crowd Loan 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.

3.1.2. You are a body corporate which is:

3.1.2.1. incorporated in, or operates out of, an Excluded Jurisdiction, or

3.1.2.2. 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

3.1.2.3. 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

3.1.2.4. a part of the United Nations Lists (UN Lists); or

3.1.2.5. 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 Crowd Loan Campaign; or

3.1.2.6. a part of any transactions contemplated in these Terms or the Polkadex Crowd Loan 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.

3.2. You shall also not be eligible to participate in the Auction Bid if you are partly or fully controlled by another Disqualified Person.

4. REPRESENTATIONS & WARRANTIES

4.1. By accepting these Terms, you represent, warrant and declare to the Company and its affiliates that:

4.1.1. Your participation in the Polkadex Crowd Loan 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;

4.1.2. 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 Company;

- 4.1.3.** In case if You are an individual, You are of the legal age and capacity to participate in the Polkadex Crowd Loan 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 Crowd Loan Campaign;
- 4.1.4.** 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;
- 4.1.5.** You are not a Disqualified Person, acting on behalf of a Disqualified Person or ultimately controlled by a Disqualified Person;
- 4.1.6.** You have read the Terms carefully and understood these Terms and any annexure thereof;
- 4.1.7.** You will be bound by and abide with the latest version of these Terms;
- 4.1.8.** You shall not engage or participate in the Auction Bid if there are legal restrictions in Your country of residence or domicile;
- 4.1.9.** The Contributions made by You towards the Polkadex Crowd Loan Campaign is not done under any influence or coercion;
- 4.1.10.** You are not participating in the Reward programme with a view to use or obtain the PDEX Tokens for any illegal activity;
- 4.1.11.** You are solely responsible for any tax implications imposed by the Applicable Tax Laws of Your jurisdiction and You shall not hold the Company liable for any tax liability arising therefrom;
- 4.1.12.** All and any documents provided by You to the Company for participating in the Polkadex Crowd Loan Auction are true, complete and accurate in all respects and there is no circumstance for the Company to believe that information provided by You to the Company is misleading or incomplete or that any relevant information has been omitted by You which is required to be shared with the Company;
- 4.1.13.** You acknowledge that the process of locking up of the Tokens or Dots contributed towards the Auction Bid in the Network Controlled Token Account does not allow or entitle the Company to use it for its personal purpose or generate any return for the Company;
- 4.1.14.** The Company or any of its affiliate does not have a control either over the Network Controlled Token Account or the Tokens or DOTs contributed towards Network Controlled Token Account and does not have a role in releasing the same from the Network Controlled Token Account as the same is solely controlled and managed by the Network;
- 4.1.15.** 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;

- 4.1.16. 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 Crowd Loan Campaign;
- 4.1.17. 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;
- 4.1.18. 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;
- 4.1.19. 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;
- 4.1.20. 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;
- 4.1.21. 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;
- 4.1.22. 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;
- 4.1.23. 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 Crowd Loan Campaign;
- 4.1.24. 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;

- 4.1.25.** The Digital Wallet provided by You is valid, secure and fully operational and is eligible to receive rewards, if the Company 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;
- 4.1.26.** 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 these Terms and the Polkadex Crowd Loan Campaign;
- 4.2. The Company does not represent or warrant any information mentioned in these Terms or the Website or any social media network of the Company in relation to the Polkadex Crowd Loan Campaign, the Network, the Network Tokens, the Network Parachain Auction, the Reward Programme and/or the Project or anything related to it.
- 4.3. In case of change of any information provided to the Company for participating in the Polkadex Crowd Loan Campaign, You shall promptly notify the Company of any such change within 30 days of such information change.

5. DISCLAIMER

- 5.1. To the extent permissible by the Applicable Laws, the Company disclaims the following in respect of its liability and shall not be held liable for:
- 5.1.1. Any failure in disclosing any information regarding your participation in the Polkadex Crowd Loan Campaign, the Network, the Network Tokens, the Network Parachain Auction, the Reward Programme and/or the Project or anything related to it.
- 5.1.2. Any delay or suspension of the Polkadex Crowd Loan Campaign, the Network Parachain Auction, the Reward Programme and/or the Project or anything related to it.
- 5.1.3. Any sort of virus, bug, error or malfunction which has the capability to adversely affect the Polkadex Crowd Loan Campaign, the Network Parachain Auction, the Reward Programme and/or the Project or anything related to it.
- 5.1.4. Any restrictions, prohibitions or regulation imposed by the Applicable Laws of any jurisdiction or the regulatory authority with respect to the Polkadex Crowd Loan Campaign, the Network Parachain Auction, the Reward Programme and/or the Project or anything related to it.
- 5.1.5. Any risk or loss associated with the Polkadex Crowd Loan Campaign, the Network Parachain Auction, the Reward Programme, the Project, the Network Controlled Token Account and the Tokens, and/or the failure of any Contributor to withdraw the Contribution within the timeline prescribed by the Network.
- 5.1.6. Any loss associated with the Digital Wallet or theft or destruction of the credentials including but not limited to the access to the unique private key.
- 5.1.7. Any failure of the Contributor in keeping itself updated of any change in these Terms over the Website.

- 5.1.8. All other incidental, direct or indirect and ancillary risks in relation to the Polkadex Crowd Loan Campaign, the Network Parachain Auction, the Reward Programme and/or the Project, whether expressly stated here or not.
- 5.2. We are neither a registered financial advisor, securities broker, dealer, financial analyst or a financial planner. The information provided on the Website is based on our understanding of the Polkadex Crowd Loan Auction and for the purpose of information only. The information is provided on the Website regarding the participation in the campaign is general in nature and does not intend to share any financial advice in general or specific to You. You shall verify the information provided on the Website and are free to consult any qualified professional of Your choice to conduct diligence on Your end before making any Contribution.
- 5.3. The Contribution made by the Contributor on the Network shall in no way be considered a “consideration” in exchange for receipt of rewards or the PDEX Tokens and, by making the Contribution, a Contributor does not become eligible to receive rewards, and the Company shall not be in anyway, contractually, or otherwise be bound to issue rewards to the Contributor.
- 5.4. The Company reserves the right in its sole discretion to:
- 5.4.1. Reject Your interest in participation or participation in the Polkadex Crowd Loan Campaign, without giving any specific reason and the Company 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;
- 5.4.2. Take measures including but not limited to geo-blocking of internet protocol address(es), to ensure that the Polkadex Crowd Loan Campaign, or the Reward Programme is not accessible to certain persons including Disqualified Persons in order to cease them from participating in the Polkadex Crowd Loan Campaign, or the Reward Programme, and the Company 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;
- 5.4.3. Suspend or delay the Polkadex Crowd Loan Campaign, the Reward Programme, and/or the Project, and Company 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 such suspension or delay.

6. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company (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 Polkadex Crowd Loan 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 Crowd Loan Campaign 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.

7. LIMITATION OF LIABILITY

Except as otherwise required by law, in no event shall 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 our Website for the Polkadex Crowd Loan Campaign, including without limitation to any damages caused by or resulting from reliance by any Contributor on any information obtained from the Company or its 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.

8. 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 Crowd Loan 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 Company shall not be held responsible for any non-fulfilment or non-performance of Your tax obligations in relation to the Applicable Taxes. The Company shall not be responsible for determining any Applicable Taxes and declaring, withholding, collecting, reporting and remitting the correct amount of Applicable Taxes to the appropriate tax authorities.

9. 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.

10. MISCELLANEOUS

10.1. Force Majeure

The Company shall not be liable for any breach of these Terms or for any loss or damage due to 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 Company's reasonable control, 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 beyond Company's reasonable control (each, a "Force Majeure Event").

10.2. Relationship of Parties

Nothing in these Terms shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent of the other Party for any purpose.

12.3. No Assignment

The Company may, at its sole and absolute discretion, assign its rights and/or delegate its duties under these Terms. You may not assign your rights or delegate Your duties, and any assignment or delegation without the written consent of the Company, which the Company 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 Company to the assignee or transferee.

12.4. 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.

12.5. Waiver

No delay or omission by 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 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. All waivers must be in writing and signed by the Party waiving its rights.

12.6. Entire Agreement

These Terms constitute the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior written or oral negotiations and/or agreements between the Parties with respect thereto and there are no other representations, understandings, or agreements between the Parties 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 Crowd Loan 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 1.24 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 October 2021)

- ☐ 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