## POLKADEX OPEN BETA PROGRAM - GENERAL TERMS AND CONDITIONS

This General Terms and Conditions (hereinafter referred to as "Terms and Conditions") is a provision that contains the terms and conditions regarding the use of products, services, technology, and features in the POLKADEX OPEN BETA testing program ("Program") provided by POLKADEX Inc (also referred to as "Polkadex" and "we") that can be accessed through the Polkadex Website. With a goal to make our products better, we are introducing the Program that will provide the Polkadex community a chance to test our products and updates pre-launch, provide feedback, and earn rewards for helping the Polkadex team deliver better versions of the products. By registering as a Beta Tester for the Program, you declare that you have READ, UNDERSTOOD, ACCEPT and will COMPLY with the Terms and Conditions below. You are advised to read all terms and conditions carefully before using the platform service or any services provided, and hereby you agree and bind yourself to all activities in this terms and conditions with 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) **Beta Tester ("you")** is a user holding a Polkadex blockchain account, who can participate in the Program and validate and check the usability, functionality, compatibility, and reliability of the Products created by Polkadex and available on Polkadex Testnet.

(b) **Beta Testing** is the testing done by a Beta Tester to validate and check the usability, functionality, compatibility, and reliability of the products created by Polkadex and available on Polkadex Testnet during the participation in the Program.

(c) **Blockchain Address** refers to a specific destination on the blockchain network where cryptocurrency can be sent. It is a unique sequence of numbers and letters and is like a bank account for crypto assets.

(d) **Github repository** refers to a code hosting platform for version control and collaboration.

(e) **On-Chain Identity** is a naming system that allows participants to add personal information to their blockchain account and subsequently ask for verification of this information by Registrar. The registration of On-Chain identity requires the submission of the following: (i) Display name, (ii) Legal name, (iii) Email, (iv) Website, (v) Twitter ID, (vi) Riot name.

(f) **Products include:**
(i) Polkadex Orderbook - a fully decentralized Layer 2 based exchange built on top of the Polkadot Network featuring an Orderbook.

(ii) PolkaIDO - an Initial DEX Offering platform for projects to conduct fundraising and listing tokens on Polkadex exchange fully on-chain.

(iii) Polkadex Bridge - an interoperability bridge to move cryptocurrency tokens between Polkadex and other networks.

**(g) Registrar** refers to  any person or entity who provides attestation to the On-chain identity information and charges a specific fee for their services.

**(h) Rewarded Cycle** refers to the 45 day period of Beta Testing with a reward pool of $3,500 worth of PDEX.

**(i) Term** of this Terms and Conditions will be 45 days from July 4, 2022. The Term shall automatically renew for a period of 45 days each unless terminated by Polkadex for cause or convenience.

**(j) Testnet**  refers to an instance of Polkadex blockchain along with Products on top of it to be used for testing and experimentation without risk to real funds or the main chain.

**(k)** Unrewarded Cycle refers to the 45 day period of Beta Testing with no rewards.

**(l) Website** refers to the online sites with the domain names beta.tokenmanager.polkadex.trade and/or orderbook-beta.polkadex.trade. These websites are managed by Polkadex Inc.

## 2. SCOPE

Beta Tester is being granted rights under these Terms and Conditions for the purpose of testing and providing input and other feedback to Polkadex regarding one or more of the Products as defined in these Terms and Conditions in connection with the Program available on Polkadex Testnet. However, Polkadex reserves the right to accept or reject any feedback provided by the Beta Tester at its sole discretion. These Terms and Conditions cover all Products made available to Beta Tester by Polkadex including, without limitation, any Products specifically identified by Polkadex as being in "Beta" or any similar stage of development.

## 3. HOW DO I PARTICIPATE?

(a) Go to the relevant Website for using the Products.

(b) If you have feedback, you can create an issue.

(c) To create an issue,  go to the GitHub Polkadex Open Beta repository.

(d) Provide the description of your feedback through a new issue.

(e) Provide your Polkadex Blockchain account Address that has a verified On-chain identity in the following format onchainaddress:{Insert your onchain address within the braces} at the end of the description of each issue you log.

(f) Only issues with Blockchain Addresses that have a verified On-chain identity will be accepted by Polkadex.

(g) Agree to abide by these Terms and Conditions

(h) Declare and guarantee that any data/information/documents/information/statements provided in connection with the registration process so as to become a Beta Tester on Polkadex Testnet platform are complete, original, correct, and latest information and in accordance with the actual situation.

## 4. LIMITED USE

Polkadex grants to the Beta Tester a limited, non-transferable, non-exclusive, revocable right to access and use the Product(s) available on Testnet to test its functionality and provide feedback to

Polkadex for the Term of this Program. Polkadex hosts and retains physical control over the Product(s) and makes the Product(s) available for access and use for the purpose of feedback by the user over the Testnet. Any individual can use the Products and choose to provide feedback on its functionality, however only the users who have provided the feedback through the use of their On-Chain Identity account will be accepted by Polkadex and will be eligible for rewards under the Program. Nothing in this Term and Condition obligates Polkadex to deliver or make available any copies of programs or code of the Product(s) to Beta Tester, not even in open-source form. Polkadex reserves the right, in its sole discretion, to revoke access and use of the Products and Program at any time.

## 5. RESTRICTIONS

The Beta Tester shall comply with the following restrictions:

(a) Participation in the program is subject to local laws and jurisdiction. Beta Tester shall not participate in the program if the local laws, rules, or regulations of the Beta Tester have any restrictions or prohibitions against crypto currency, crypto rewards, crypto transfer, or any other crypto transactions.

(b) US citizens are not eligible to claim rewards by filing an issue or providing feedback.

(c) Beta Tester shall not provide the details or information of a very critical issue (as explained in 7.1(a)) that can cause potential loss of assets from the system to anyone or anywhere other than as provided below:
   (i) reach out to Polkadex on business@polkadex.trade, or
   (ii) log it on the 'Bug Bounty Program' which will be live soon on a major bug bounty platform https://immunefi.com/

(d) Beta Tester will not, and will not permit any other user to, share its Polkadex blockchain account credentials or Product access rights with any other individual.

(e) Current employees of Polkadex and Polkadex employees who have left the services during the last one year shall not be eligible to participate in the Program.

(f) Ex-Employees including developers, if found to be engaging or participating in the program will be disqualified from the program and will face penal consequences.

(g) Polkadex reserves the right to take criminal action against an ex-employee and anyone in general if they are found to be defrauding the system in any way possible.

(h) Beta Tester is 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.

(i) Beta Tester will ensure to comply with the General Terms and Conditions. If found to have violated one or more of the provisions of these Terms and Conditions, Polkadex will have the right to limit the Beta Tester's use of the Polkadex services, suspend and/or terminate Beta Tester's access to the Products and features, and request compensation for the loss suffered by Polkadex.

## 6. LEVELS

6.1. The bugs or issues identified by a Beta Tester can come under the following Levels.

    **a. LEVEL 1**

High-level vulnerabilities or critical user experiences that are difficult to exploit; however, have a significant impact on the system. This will be termed as critical level.

    **b. LEVEL 2**

Medium-level vulnerabilities are important to fix; however, they cannot lead to asset loss or data manipulations.This will be termed as moderate level.

    **c. LEVEL 3**

Suggestions we can consider implementing in the future. Not critical but nice to have fixes. E.g., UI improvements.This will be termed as normal level.

    **d. LEVEL 4**

Issues we are already aware of and have chosen to fix in subsequent iterations

6.2. Polkadex rating is subjective and is based on the Polkadex team's view of how helpful the feedback is to the Product. Polkadex's rating of the issue will be final and undisputable. Sometimes during the development of the Product, we may leave some parts pending intentionally to add in future iterations based on our timelines and availability of resources. If you happen to log those as a bug, we may only 'acknowledge' them as we are already aware of them.

## 7. HOW DOES THIS WORK?

(a) The Polkadex team will evaluate feedback in cycles of 45 day periods and rate it based on severity and/or the value it brings to the Product. Beta Tester agrees that the rating given by Polkadex will be final and undisputable.

(b) Polkadex Inc will put a treasury proposal for $3,500 worth of PDEX to form a rewards pool before the beginning of every feedback cycle.

(c) If the treasury proposal is approved, the upcoming feedback cycle will be a Rewarded Cycle.

(d) If the treasury proposal is denied, the upcoming feedback cycle will be an Unrewarded Cycle.

(e) The Polkadex team will announce if a cycle is Rewarded or Unrewarded through Polkadex's social media channels.

(f) Once every 45 days, all the Beta Testers who have logged issues using their Polkadex account address with On-Chain Identity and have received ratings will split rewards from the Program reward pool of $3,500 worth of PDEX (if it is a rewarded cycle) based on the levels as described in clause 6.1.

(g) Polkadex Inc reserves the right to reduce or increase the reward pool at its sole discretion.

(h) Once the Beta Tester has logged in an issue on the Polkadex GitHub platform, the status of that issue will be unconfirmed and will be assigned to a developer for evaluation and approval.

(i) If multiple Beta Testers raise a similar issue whoever raises the issue first takes precedence over others.

(j) Polkadex will evaluate and cross verify the issue raised with its team of developers and will provide an acknowledgment within the next 45 days.

(k) Once an issue is acknowledged and rated by a developer, GitHub Actions will read the On-Chain Identity and calculate rewards for the identity.

(l) After the acknowledgement of the issue and cross-verification of Beta Tester's On-Chain Identity, Beta Tester will be eligible for a reward depending on the Level of the issue raised as determined by Polkadex.

## 8. REWARDS

8.1 Reward payments will be made to Beta Testers in PDEX. Polkadex reserves the right to pay the Beta Tester the predetermined number of PDEX tokens earned on the basis of ratings as provided in the table below. The tokens will be allotted within a pool of rewards. Beta Testers who receive ratings according to the levels mentioned below will proportionately split rewards from each level's corresponding reward pool during each particular Rewarded 45 day Feedback Cycle. If deemed necessary, Polkadex reserves the right to reject a reward raised by a Beta Tester.

## 8.2 REWARD MODEL

| LEVEL | REWARD POOL (worth of PDEX) | TIMELINE |
|---|---|---|
| CRITICAL (⭐ ⭐ ⭐) | $2000 | 45 Days |
| MODERATE (⭐ ⭐) | $1000 | 45 Days |
| NORMAL (⭐) | $500 | 45 Days |
| ACKNOWLEDGEMENT | N/A | N/A |

PDEX equivalent will be determined at the time of raising the treasury proposal by calculating the Volume Weighted Average Price (VWAP) for the previous 7 days.

## 9. HOW TO CLAIM THE REWARDS

(a) Beta testers who have provided feedback in the correct format stated in clause 3 and who have received ratings for their feedback are eligible for rewards, if the feedback cycle is a Rewarded Cycle.

(b) After every 45 day Rewarded Cycle, go to the 'beta.csv' tab on the Polkadex Open Beta Github repository and check the amount of rewards you are eligible for. This will be listed in a table with on-chain identities. The rewards populated by Polkadex Inc are final and undisputable.

(c) Send an email to openbeta@polkadex.trade requesting for your rewards to be sent out to your Polkadex account address you used to file the feedback. Attach a screenshot of your eligible rewards from the 'beta.csv' tab of Polkadex Open Beta GitHub repository to the email.

(d) Use the same email address mentioned on your onchain identity. Only the Beta Testers who send the reward request email from the same email address as the one listed on their on-chain identity will receive their respective rewards.

(e) The Polkadex team will verify the details through a third party KYC Service and send out eligible rewards. The details verified will include the KYC details requested by the Service to verify the Beta Tester, the email address against the email provided on your on-chain identity, the rewards claimed, and the screenshot from the beta.csv GitHub tab.

(f) If the Beta Tester claiming the reward is found to be a US citizen during the verification stated in (e) above, the claim will be rejected.

(g) If the Beta Tester claiming the reward is found to be a citizen of a jurisdiction where crypto currency, crypto rewards, crypto transfer, or any other crypto transactions are restricted or prohibited, during the verification stated in (e) above, the claim will be rejected.

## 10. CONFIDENTIALITY

Beta Tester acknowledges and agrees that participation in the Beta testing under this Term and Condition will result in Polkadex disclosing certain confidential, proprietary and/or trade secret information related to the Products and/or Polkadex including but not limited to Level 1 issues that you identify (the "**Confidential Information**"). Such Confidential Information includes, without limitation, the features, functionality and existence of the Product(s), and any know-how, trade secrets, computer programs, source code, manuals, schematics, development tools, specifications, design documents made available to Beta Tester. Beta Tester agrees that it will not, without the express prior written consent of Polkadex, disclose any Confidential Information or any part thereof to any third party, except to the extent that such Confidential Information (a) is or becomes generally available to the public through any means other than as a result of any act or omission by the Beta Tester; (b) is rightfully received by Beta Tester from a third party that is not subject to any obligation of confidentiality with respect thereto and without limitation as to its use, or (c) is independently developed by Beta Tester without any reliance on any Confidential Information.

## 11. INTELLECTUAL PROPERTY

The Beta Tester agrees and acknowledges that these Terms and Conditions do not transfer any right, title, or interest in any Intellectual Property to the Beta Tester. Polkadex shall retain solely all rights, title, and interest in and to all its patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights (collectively, "**Intellectual Property Rights**"). The limited rights granted to Beta Tester to access and use the Products under these Terms and Conditions do not convey any additional rights in the Products, or in or to any Intellectual Property Rights associated therewith. Subject only to the limited rights to access and use the Products as expressly provided herein, all rights, title, and interest in and to the Products and all hardware, software, and other components of or used to provide the Products, including all related Intellectual Property Rights, will remain with and belong exclusively to Polkadex including but not limited to any improvements made by Polkadex based on the feedback received from the Beta Testers in the Program. With respect to the technology used for testing and the software developed by the Beta Testers, the Program is licensed to use open source-based software licensed under GNU General Public License v3.0.

## 12. TERM

The Term for the applicability of these Terms and Conditions shall be as defined in clause 1(h) of these Terms and Conditions. Polkadex reserves the right to terminate this Program anytime as per its convenience.

## 13. 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; (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.

## 14. 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 any way connected with the use of or inability to use our Website for 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.

## 15. COMPLIANCE WITH LAWS

The Beta Tester acknowledges and agrees that not all features, functions and capabilities of the Products may be used in all jurisdictions and Beta Tester recognizes that certain features, functions and capabilities may need to be configured differently or not used in certain jurisdictions in order to comply with applicable local Laws, and in certain jurisdictions consents may need to be obtained from individuals submitting data via the Products as to the intended purpose, storage, distribution, access and use of the data submitted. Beta Tester is responsible for local use decisions and Polkadex disclaims all liability for it.

## 16. REPRESENTATIONS AND WARRANTIES

By accepting these Terms, you represent, warrant and declare to the Company 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 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;

d. 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;

e. The PDEX 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;

f. 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;

g. 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;

## 17. 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 and taxes arising from, or in connection to the rewards or the Program.

## 18. 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.

## 19. VARIATION

**We reserve the right to change, modify, add or remove portions of these Terms and Conditions or the Program from time to time at our sole discretion.** We will announce the variations in the social media channels run by us.

## 20. MISCELLANEOUS

The Terms and Conditions do not create a partnership, agency relationship, or joint venture between Polkadex and Beta Tester. 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.