

## **POLKADEX AMBASSADOR PROGRAM - 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 (“Program”) rolled out by POLKADEX Inc (also referred to as “Polkadex” and “we”). The goals of the program are to involve leaders from the community to spread the word about Polkadex, grow brand awareness, produce and share Pokedex-related content, expand our communities, and onboard new users. By registering as a Polkadex Ambassador 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 engaging yourself as a Polkadex Ambassador, and hereby you agree and bind yourself 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. **Polkadex Ambassador (“you”)** is a person who applies for the Polkadex Ambassador Program and gets selected by Polkadex as a Polkadex Ambassador.
- b. **Promotion** refers to the Task and self-developed content created by the Polkadex Ambassador.
- c. **Material** refers to the Polkadex documents and instructions provided to the Polkadex Ambassador to create a Task.
- d. Redeem email refers to the email sent by the Polkadex Ambassador claiming the Reward.
- e. **Reward** refers to the eligible PDEX tokens based on the points awarded for the Promotion.
- f. **Rewarded Cycle** refers to the 45-day period during which the ambassador can claim the PDEX tokens for the accumulated points.
- g. **Task** refers to the content created by the Polkadex Ambassador at the request of Polkadex as part of the Program.

### **2. SCOPE**

The Program requires the Polkadex Ambassador either to complete and submit Task(s) or promote Polkadex on the Polkadex Ambassador’s social media channels to promote the Polkadex brand.

### **3. HOW DO I PARTICIPATE?**

- a. Complete [Polkadot Ambassador Program Application](#) form available at the #ambassador Discord channel (<https://discord.gg/h876ChKaNZ> ).

- b. Declare and guarantee that any data/information/documents/information/statements provided in connection with the registration process so as to become a Polkadex Ambassador are complete, original, correct, latest information, and in accordance with the actual situation.
- c. Polkadex will inform you through the #ambassador Discord channel if selected to be a Polkadex Ambassador.
- d. You may either opt to create Task based on the Material provided by Polkadex or post self-developed content related to Polkadex that can be used for brand promotion in your social media channels.
- e. If you opt to create Task based on the Material, you should submit the Task to Polkadex for approval.
- f. If you opt to create self-developed content on Polkadex brand promotion you may post them directly to your social media channels.
- g. Agree to accept and abide by these Terms and Conditions.

#### **4. LIMITED USE**

Polkadex grants to the Polkadex Ambassador a limited, non-transferable, non-exclusive, revocable right to access and use the Material available and submit Promotion to Polkadex for the Term of this Program. Polkadex hosts and retains physical control over the Material and makes the Material available for access and use for the purpose of the Task. Polkadex reserves the right, in its sole discretion, to revoke access and use of the Material and Program at any time.

#### **5. RESTRICTIONS**

The Polkadex Ambassador shall comply with the following restrictions:

- a. Participation in the Program is subject to local laws and jurisdiction. You shall not participate in the program if your local laws, rules, or regulations have any restrictions or prohibitions against cryptocurrency, crypto rewards, crypto transfer, or any other crypto transactions.
- b. US citizens are not eligible to participate in the Program.
- 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 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.
- e. If found to have violated one or more of the provisions of these Terms and Conditions, Polkadex will have the right to limit the Polkadex Ambassador's use of the Polkadex services, suspend and/or terminate Polkadex Ambassador's access to the Material, and request compensation for the loss suffered by Polkadex.

- f. Current employees of Polkadex shall not be eligible to participate in the Program.

## **6. HOW DOES THIS WORK?**

- a. The Polkadex team will evaluate the Promotion of Polkadex Ambassador in cycles of 45-day periods and award points. Polkadex Ambassador agrees that the points given by Polkadex will be final and undisputable.
- b. Each approved Promotion will be awarded points based on the evaluation by Polkadex. Every 1000 points carry a Reward of PDEX worth \$100. The rewards are calculated pro-rate based on \$100 PDEX per 1000 points.
- c. The minimum number of points that can be redeemed is 1000.
- d. Every 45 days, all the Polkadex Ambassadors who have received 1000 or more points can claim the equivalent PDEX.
- e. In order to redeem points for PDEX tokens, the ambassador should send an email to [apgm@polkadex.trade](mailto:apgm@polkadex.trade) with the subject line *Redeem* points and with a PDEX wallet address in the body of the email. The request must be sent from the same email account that was used for the Ambassador application form.
- f. Polkadex reserves the right to reduce or increase the Reward pool at its sole discretion.
- g. Polkadex will evaluate the Redeem email and will provide an acknowledgment within the next 45 days through discord.
- h. After the acknowledgment of the Promotion, the Polkadex Ambassador will be eligible for the Reward depending on the points awarded by Polkadex.

## **7. REWARDS**

7.1 Reward payments will be made to Polkadex Ambassadors in PDEX within 14 days of acknowledgment of the Redeem email. Polkadex reserves the right to pay the Polkadex Ambassador the predetermined number of PDEX tokens earned on the basis of points awarded for Promotion.

7.2 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.

## **8. HOW TO CLAIM THE REWARD**

- (a) Polkadex Ambassadors who have provided Promotion and who have received points for their Promotion are eligible for Reward.
- (b) After every 45 day Rewarded Cycle, you will be informed of the Reward through discord. The Reward populated by Polkadex is final and undisputable.

(c) The Polkadex team will verify the details through a third party KYC Service (“Service”) and send out eligible Rewards. The details verified will include the KYC details requested by the Service to verify the Polkadex Ambassador.

(d) If the Polkadex Ambassador claiming the reward is found to be a US citizen during the verification stated in (c) above, the claim will be rejected.

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

## **9. CONFIDENTIALITY**

Polkadex Ambassador acknowledges and agrees that participation in the Program under this Terms and Conditions will result in Polkadex disclosing Material, and certain confidential, proprietary and/or trade secret information related to the Products and/or Polkadex (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 Polkadex Ambassador. Polkadex Ambassador 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 Polkadex Ambassador; (b) is rightfully received by Polkadex Ambassador 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 Polkadex Ambassador without any reliance on any Confidential Information.

## **10. INTELLECTUAL PROPERTY**

The Polkadex Ambassador agrees and acknowledges that these Terms and Conditions do not transfer any right, title, or interest in any Intellectual Property to the Polkadex Ambassador. 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 Polkadex Ambassador to participate in the Program under these Terms and Conditions do not convey any additional rights in the Program or in or to any Intellectual Property Rights associated therewith. Subject only to the limited rights to access the Program as expressly provided herein, all rights, title, and interest in and to the Program and all hardware, software, and other components of or used to provide the Program, 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 Promotion received from the Polkadex Ambassadors in the Program.

## **11. TERM**

This Terms and Conditions will be effective for 45 days from September 9, 2022 ("Term"). The Term shall automatically renew for a period of 45 days each unless terminated by Polkadex for cause or convenience. Polkadex Ambassador can opt-out of this Program at any time by sending an email to [apgm@polkadex.trade](mailto:apgm@polkadex.trade).

## **12. 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.

## **13. 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 [Ambassador Hub](#), 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.

## **14. COMPLIANCE WITH LAWS**

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

## **15. 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 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;

## **16. 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.

## **17. 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.

## **18. 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.

## **19. MISCELLANEOUS**

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