

# User Service Terms and Conditions

This document was last updated on 20/07/2020.

Please read these User Service Terms and Conditions (“the Agreement”) carefully. Your use or access of the platform (as defined below) constitutes your consent to this Agreement. If you do not agree to be bound by this Agreement, please do not use or access our Services.

This Agreement is between you and Memento Blockchain Pte Ltd (hereinafter referred interchangeably as “the Company”, “DEXTF”, “we”, “our” or “us”), a private limited company incorporated in Singapore, concerning your use of (including any access to the) Company’s website(s), including but not limited to <https://dextf.com> and each of its subdomains, our mobile applications, and our web applications (collectively with any other materials and services available therein, and successor site(s) or application(s) thereto, “the Website” and/or “the Platform”).

This Agreement hereby incorporates all terms and conditions with respect to the Platform and the Website, including in relation to the creation, acquisition, transfer, or modification of certain digital assets, our online and/or mobile services, and software provided on or in connection with those services.

## 1. Acceptance

- 1.1. By clicking or tapping any button or box marked “Accept,” “Agree” or “OK” (or any similar term) in connection with this Agreement, or by accessing or using the Website, you agree to be bound by this Agreement and affirm to have the legal capacity to enter into this Agreement.
- 1.2. If you are an individual accessing or using the Website on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an “Organization”), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement.



References to “you” and “your” in this Agreement will refer to both the individual User using the Website and to any such Organization.

## 2. Eligibility

2.1. To be eligible to use the Platform and/or the Website, you must satisfy all of the following conditions or pre-requisites:-

2.1.1. you are an individual, corporation, legal person, entity or other organisation with full power, authority and capacity to (i) access and use the Website and/or the Services and (ii) enter into and deliver, and perform your obligations under, this Agreement and any agreement entered into pursuant to, or in connection with, the terms of this Agreement;

2.1.2. you are not a U.S. Person;  
For the purposes of this Agreement, “U.S. Person” means any of the following:-

- a) a United States citizen;
- b) a United States resident; meaning (i) a green card holder, or (ii) an individual physically present in the U.S. for 31 days in the current calendar year and 183 days during the three (3) year period that includes the current year and the two (2) years immediately before that, counting: (I) all the days present in the U.S. in the current year, (II) 1/3 of the days present in the U.S. in the first year before the current year, and (III) 1/6 of the days present in the U.S. in the second year before the current year; or (iii) an individual designated a resident for U.S. tax purposes; or (iv) an individual with a U.S. mailing address or U.S. telephone number;
- c) a corporation partnership or entity organised or existing under the laws of any state territory or possession of the U.S.;

- d) an estate or trust of which any executor, administrator or trustee is a U.S. Person;
- e) an agency or branch of a foreign entity located in the U.S.;
- f) a discretionary or non-discretionary account held by a fiduciary for the benefit or account of a U.S. Person;
- g) a non-U.S. partnership, corporation or entity owned or controlled by a U.S. Person (ownership of 10% or more by a U.S. Person); or
- h) a partnership, corporation or entity with a U.S. mailing address or U.S telephone number.

2.1.3. you are not a designated individual or entity as defined in the Terrorism (Suppression of Financing) Act (CAP 325), or in the respective regulations promulgated under the Monetary Authority of Singapore Act (CAP 186) and the United Nations Act (CAP 339), as amended, supplemented or replaced from time to time;

2.1.4. (in the case of an individual) you are at least 18 years old and have full mental capacity to enter into this Agreement and any agreement entered into pursuant to, or in connection with, the terms of this Agreement, and to make decisions regarding your investments or Transactions (as defined below);

2.1.5. all of your representations and warranties set out in this Agreement and any and all agreement(s) entered into pursuant to, or in connection with, the terms of this Agreement, being true, accurate, correct and complied with in all respects at all times;

2.1.6. you have performed all of your covenants, agreements, obligations or undertakings under this Agreement and any and all agreement(s)

entered into pursuant to, or in connection with, the terms of this Agreement; and

2.1.7. such other conditions or pre-requisites that DEXTF may impose from time to time in its sole and absolute discretion.

2.2. We shall have the right to terminate, suspend or restrict your access to the Platform, as well as take any other action as we deem fit, in the event that you are not, or are no longer, eligible to use the Services (as defined below). Under no circumstances shall any of the Indemnified Persons (as defined below) be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity due to any such termination, suspension or restriction of access to any account(s), or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Platform.

### 3. The Services

3.1. Through use of the Website, individuals can interact with the Ethereum blockchain (or any alternative blockchain protocols supported by the Platform) to create a fund of “Digital Assets” and acquire, redeem without intermediaries while remaining in control of their Digital Assets.

3.2. Pursuant to this Agreement, at the time of the latest amendment to this Agreement, the said Digital Assets refer to ERC20 tokens, implemented on the Ethereum blockchain using smart contracts.

3.3. DEXTF does not endorse any particular digital asset or otherwise officially advise you with respect to a particular token, and any predefined tokens made available on the Platform are not intended to be personalized financial advice to you.

3.4. To access the services on the Platform, including to create a Digital Fund, you must have access to a compatible virtual currency wallet (a “Wallet”) that supports ERC20 tokens. The said Wallet is developed and managed by third



parties to which DEXTF has no affiliation and is completely independent. Any Digital Assets you acquire through the Platform will be held and administered solely by you through your third-party managed Wallet and we shall have no access to or responsibility in regard to your Wallet or any Digital Asset held in your Wallet. It is solely your responsibility to determine what Wallet software to use in connection with the Platform, and your use of such Wallets are subject to any governing terms of use or privacy policy of such Wallet.

- 3.5. While the Company has added support for certain Wallets and Digital Assets on the site, you acknowledge and agree that we are under no obligation to add additional support for other Wallets or other Digital Assets, and that the inclusion of any particular Wallet or Digital Asset is not an endorsement by us.
- 3.6. DEXTF will not create a hosted Wallet for you or otherwise custody Digital Assets on your behalf on its Platform, and it is your sole responsibility to maintain the security of your Wallet. In the event that you lose access to your Wallet, a private key, password, or other method of securing your Wallet, any funds may be irretrievable, and DEXTF will be unable to assist you in any way as DEXTF has no association to the third-party Wallet(s) supported by its Platform.
- 3.7. The DEXTF Platform is only an administrative software. We are not a broker, dealer, financial institution, exchange, custodian, robo-advisor, intermediary, or creditor. The Website does not facilitate transactions between buyers and sellers, including with respect to any transactions that occur during a rebalance, which transactions occur on third-party, unaffiliated platforms. The Company is not a counterparty to any transaction on the site or for any user of the site. The Platform does not process foreign exchange or cryptocurrency exchange transactions: it is not a trading platform.
- 3.8. Neither the site nor the company provides financial advisory, legal, regulatory, or tax services directly, indirectly, implicitly, or in any other manner, and you should not consider any content contained in this agreement or otherwise posted on the site to be a substitute for professional financial, legal, regulatory, tax or other advice. The Company does not support or endorse any trader,



and each trader is an independent agent with no employment relationship with the company.

- 3.9. DEXTF The Company is not providing any portfolio management services in connection with the Platform. You should carefully review all claims and representations made by FundAsset Managers before making a transaction decision. If you choose to engage in transactions based on Information or other content on the website or applications then such decisions and transactions and any consequences flowing therefrom are your sole responsibility.

## 4. Accounts and Accessibility

- 4.1. In order to access some or all of the services on the Platform, you are required may need or be offered the opportunity to register for an account (the “Account(s)”). When you register for an Account, you must provide accurate information and promptly update this information if it changes. Anonymous users and/or Account(s) are not allowed on the Platform.
- 4.2. You must also maintain the security of your Account and promptly notify us if you discover or suspect that someone has accessed your Account without your permission. If you permit others to use your Account credentials, you are responsible for the activities of such users that occur in connection with your Account.
- 4.3. By using the Website, you agree to be fully, independently and personally liable for each transaction made on the Website by you, as such, you must make sure that you are the only person with access to your third-party Wallet and/or Account at all times.
- 4.4. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.



#### 4.5. Customer Due Diligence.

4.5.1. You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorism financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the Services and your access to one or more Account(s) or the Services, and the limits that apply to your use of the Account(s) or the Services, may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number and government identification number. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your Account(s) plus 6 years beyond the termination of your Account(s). You agree to keep us updated if any of the information you provide changes. You authorise us to make the inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud, money laundering, terrorist financing or other financial crime, and to take any action we deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, we shall have the right to send you a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if you cannot be reached through the contact information provided.

4.5.2. We may require you to submit additional information about yourself or your business, provide records or documentation, and have face to face meetings with our representatives ("Enhanced Due Diligence"). We reserve the right to charge you any costs and fees associated with such Enhanced Due Diligence.

4.6. Subject to this Agreement, DEXTF grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Platform and related content, materials, information solely for your personal use. Any other use of the Platform Content is expressly prohibited and all other right, title, and interest in the Platform Content is exclusively the property of DEXTF and its licensors.

## 5. Fees

5.1. Some services on the Platform involve the use of the Ethereum blockchain network, which may require that you pay a fee, commonly known as "Ethereum Gas Charges," for the computational resources required to perform a transaction.

5.2. You acknowledge and agree that the Company has no control over: (a) any Ethereum blockchain transactions; (b) the method of payment of any Ethereum Gas Charges; or (c) any actual payments of Ethereum Gas Charges. Accordingly, you must ensure that you have a sufficient balance of Ether stored in your Wallet to complete any transaction on the Ethereum blockchain network before initiating such transactions. We will make reasonable efforts to notify you of any Ethereum Gas Charges before initiating any services that require the use of the Ethereum blockchain network.

5.3. You may be subject to certain additional fees and commissions. While we do not currently charge for the use of any of our services or access to the Platform, we reserve the right to levy additional fees in the future, including fees for access to Information or service fees to support the operation of the Platform. You agree to promptly pay such fees and commissions, as set forth on the Platform and as applicable to your Account and the transactions and





services you receive, which we may modify from time to time. In the event that we add fees to any of our services, we will alert you in writing prior to any such fees going into effect.

## 6. Content

- 6.1. By accepting this Agreement, you agree and acknowledge that the following information and content shall be considered non-confidential and non-proprietary information and shall be publicly shown on the Platform (the “Content”): your (a) username, (b) picture or avatar (if provided), (c) networks, (d) posts, blogs and any other content options that enable our users to interact amongst themselves, including, without limitation, content and information you post on our community, comments, feedback, postings, “likes,” blogs and all other information that you provide to us via our website, our mobile apps, the Platform, or by email, chat, fax or telephone or any other means.
- 6.2. In addition, if you have elected to use one of our services in connection with a social network (such as LinkedIn, Twitter, etc.), the platform may access your social network account general information, which includes your name and username in such social networks, profile picture, gender, networks, user ID, list of friends, and any other information you have shared publicly on the relevant social network.
- 6.3. By providing such Content, you specifically grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and publish all or any part of your Content, and we shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to you, including, without limitation, within or outside our website, mobile apps, advertisements, in printed media, and newspapers.
- 6.4. The Platform may contain links and references to websites and resources (“Linked Websites”) and are provided for convenience only. If you decide to leave the Platform and access Linked Websites, you do so at your own risk, and DEXTF shall have no liability arising out of or related to such Linked

Websites and/or their content or any damages or loss caused or alleged to be caused by or in connection of any purchase or use of any such content, goods or services available on or through any such Linked Website. Your use of any Linked Websites shall be subject to such Linked Websites terms of use and privacy policy. DEXTF has not reviewed the Linked Websites and we are not responsible for the content, accuracy or opinions expressed on these websites. Inclusion of these links on our Websites does not endorse the content of the Linked Websites, their entities or products and services. Please understand that the Linked Websites, even if they contain the Company's logo, are independent websites, and the Company does not control the content on that Linked Website. Additionally, the Company is not a party to or responsible for any transaction you may enter into with any such third party, even if you learn of such third party from the Company, by way of reference or link provided on the Company's Websites.

- 6.5. You acknowledge that you are responsible for any Content that you submit or transmit through any of our websites, applications or any posts, blogs and any other communications and content options available to us, including your responsibility as to the legality, reliability, appropriateness, originality and copyright of any such information or material. Additionally, you represent and warrant that: (i) you own all right title and interest in any Content provided by you, (ii) such Content does not violate any applicable laws, and (iii) the posting of your Content by us (in any manner or media whatsoever, on an unrestricted basis) does not (and will not) violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any person or entity. You shall be solely liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any Content.

## 7. General Representations and Warranties

- 7.1. By using the Platform, you acknowledge and understand that laws regarding financial instruments, which sometimes include Digital Assets (as defined

below), may vary from jurisdiction to jurisdiction, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your jurisdiction with regard to the use of our Platform. For the avoidance of doubt, the ability to access our Platform does not necessarily mean that our Platform, or your activities through it, are legal under the laws, regulations or directives relevant to your jurisdiction. All of our Platform or the services made available through our Website may not be available to all users, and we reserve the right to assess or reassess at any time your eligibility to use all or part of our Platform.

7.2. Further, you hereby represent and warrant to us at all times that:-

- 7.2.1. you have full power, authority and capacity to (i) access and use the Platform and/or the Services and (ii) enter into and deliver, and perform your obligations under, this Agreement and any agreement entered into pursuant to, or in connection with, the terms of this Agreement;
- 7.2.2. this Agreement and any agreement entered into pursuant to, or in connection with, the terms of this Agreement constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms;
- 7.2.3. if you are an entity, you are duly incorporated, duly organised and validly existing under the laws of your jurisdiction and have full power to conduct your business, and if you are an individual, you are not less than 18 years of age and have full mental capacity to enter into this Agreement and any agreement entered into pursuant to, or in connection with, the terms of this Agreement, and to make decisions regarding your investments or transactions;
- 7.2.4. all consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, approvals, permissions, consents, registrations, declarations, filings with any regulatory authority, governmental department, commission, agency or other organisation having jurisdiction over you which are necessary or desirable for you to obtain in order to (i) access and use the Platform



and/or the Services and (ii) enter into and deliver, and perform the transactions contemplated under this Agreement and any agreement entered into pursuant to, or in connection with, the terms of this Agreement, have been unconditionally obtained in writing and have been disclosed in writing to us and have not been withdrawn or amended;

7.2.5. your access and use of the Platform and/or the Services, your execution and delivery of, and the performance of your obligations under this Agreement and any agreement entered into pursuant to, or in connection with, the terms of this Agreement, will not:

- a. if you are an entity, result in a breach of or conflict with any provision of your constitution (or equivalent constitutive documents);
- b. result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject; and
- c. result in a breach of any applicable laws, rules or regulations or of any order, decree or judgment of any court, any award of any arbitrator or those of any governmental or regulatory authority in any jurisdiction;

7.2.6. all documents and information you have provided to us are true, accurate, complete and up-to-date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform or to utilise any of the Services; and

7.2.7. you will not:

- a. breach this Agreement or any agreement entered into pursuant to, or in connection with, the terms of this Agreement;
- b. violate or attempt to violate any law, statute or ordinance;

- c. use the services for any commercial purpose except as explicitly provided by this Agreement or any other terms agreed to in writing by us, or for any purpose that is fraudulent or otherwise tortious or unlawful;
- d. use the services for any purpose that could be construed as gambling or facilitating such, including but not limited to lotteries, sports forecasting or odds making, fantasy sports leagues with cash prizes, internet gaming, contests, sweepstakes or games of chance;
- e. violate our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- f. act in a manner that is defamatory, trade libellous, threatening or harassing;
- g. provide false, inaccurate or misleading information;
- h. engage in potentially fraudulent or suspicious activity and/or transactions;
- i. refuse to cooperate in any investigation or provide confirmation of your identity or the accuracy of any information you provide to us;
- j. receive or attempt to receive funds from both us and the other User for the same transaction during the course of a dispute;
- k. conduct your business or use the Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties or other liability to us, other Users, third parties or you;



- l. allow your Account(s) or your balances to have a negative balance;
- m. take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- n. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- o. use an anonymising proxy;
- p. use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- q. harvest or collect information about users of the Platform except as explicitly provided by this Agreement and our Privacy Policy.
- r. use the Platform to transmit through or in connection with the Platform, any spam, chain letters or other unsolicited communications.
- s. interfere with or disrupt the operation of the services or the servers or networks used to make the Platform available, including by hacking or defacing any portion of the Platform (including any content available thereby); or violate any requirement, procedure or policy of such servers or networks.
- t. reverse engineer, decompile or disassemble any portion of the Platform, except to the extent such restriction is expressly prohibited by applicable law.



- u. systematically download and store the Platform content.
- v. use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Website or the Services; or
- w. take any action that may cause us to lose any of the services from our internet service providers, or other suppliers.

## 8. Platform and Service Availability

- 8.1. DEXTF shall use commercially reasonable efforts to attempt to provide the Platform on a twenty-four (24) hours a day, seven (7) days a week basis.
- 8.2. You acknowledge and agree that from time to time the service may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that DEXTF undertakes from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, failure on or congestion of the Ethereum blockchain network, hostile network attacks, network congestion or other failures.
- 8.3. You acknowledge and agree that DEXTF has no control over the availability of this Platform on a continuous or uninterrupted basis, and that DEXTF assumes no liability to You or any other party with regard to such, including but not limited to loss of revenue.
- 8.4. In the unlikely event that a contract is entered to acquire or sell Digital Assets at a price that does not reflect the market price (such as an event where a technical error such as a bug or defect has caused a malfunction that has affected the price of the transaction), we reserve the right to terminate and cancel any such transaction to the extent technically feasible through blockchain networks. We will notify you of our decision to cancel the transaction and explain our reasons to you. On the other hand, you are



required to inform us of any such malfunction should you experience such a malfunction whilst using the Platform.

## 9. Customer Support

- 9.1. The Platform and any related services are provided “as-is” and DEXTF does not commit to providing any Customer Support in connection with the Platform and is under no obligation to do so. However, we are happy to discuss any challenges or questions you may have about the services and may offer assistance on a case-by-case basis. If you have questions about any aspect of the platform, you can send an email to [protocol@dextf.com](mailto:protocol@dextf.com).

## 10. Intellectual Property

- 10.1. As between you and us, we and/or our licensors retain ownership of all right, title and interest (including intellectual property rights) in and to the information, data, text, images, links, sounds, graphics, videos and/or other material provided to you through the Website or such other mode of access as DEXTF may prescribe from time to time or the Services (including copyright in all works and other subject matter) ("Materials"), and any improvements, enhancements or modifications thereto made by us or any third party. No part of the same may be reproduced, adapted, distributed, republished, downloaded, displayed, broadcast, hyperlinked, posted, or transmitted in any manner or by any means or stored in an information retrieval system without our prior written permission and/or that of the relevant rights owner. You may not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Materials save as expressly permitted under the terms of this User Agreement.
- 10.2. You may only access and use the Materials on the Website (or such other mode of access as DEXTF may prescribe from time to time) for personal, non-commercial uses (save that enterprise users may access and use the Materials for internal business purposes) and shall not modify the Materials in any



manner. Except for the foregoing, no rights or licences, express or implied, are hereby granted to you with respect to any of our intellectual property rights or under any patents, copyrights or trade secrets as a result of our course of dealings with you hereunder.

- 10.3. You may not, without our permission, “deep-link” to any part of the Website, “frame” or “mirror” any Materials contained on the Website on any other server. You agree not to use the Website and/or the Materials in any manner which breaches any applicable law or regulation or causes or which may cause an infringement of any third-party rights.
- 10.4. In the event that you are authorised by us to download software or Materials associated with such software from the Website, the software, including any files, images incorporated in, linked to or generated by the software, and data accompanying the software is licensed to you subject to your compliance with any relevant licence terms and conditions accompanying such software or as we may from time to time notify you of.
- 10.5. The trademarks, service marks and logos (“Trademarks”) used and displayed on or through the Website or the Services are registered and unregistered Trademarks of the relevant mark owners of DEXTF and other third parties, where applicable. Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website, without our written permission or that of other Trademark owners. We prohibit the use of the Trademarks, any entity name, trade name, company name of ours or any other trademark owned by us as a “hotlink” to any website unless establishment of such a link is approved in advance by us in writing.

## 11. Risks and Disclaimers

- 11.1. The Platform is a product undergoing development and, at the date of this version of the Agreement, should be considered at the “beta” development stage. Pursuant to this Clause, in making a decision to utilize our platform, you

hereby represent and warrant that you have considered your entire financial situation including financial commitments and you understand that using the service you could sustain losses, including as a result of the failure of the underlying software.

- 11.2. Execution of any instructions generated by our services will occur exclusively on the Ethereum blockchain, and in no way shall we be responsible for any failure to execute any instructions or code on the Ethereum blockchain network. You hereby agree that we will not be liable to you or to any third party for any failure to execute instructions transmitted on the Ethereum blockchain network or any other defect that arises in connection with your use of the Social Trading features that are caused by a failure of the underlying blockchain network or smart contract code. You further represent and warrant that you have reviewed and acknowledged all the risks arising from your use of the Platform.
- 11.3. Use of the Platform and participation in certain transactions may carry financial risk. “Transactions” as used in this Agreement are defined as direct interactions with DEXTF Protocol smart contracts on the Ethereum blockchain. You acknowledge and agree that you are aware of such risks, including the following:
  - 11.3.1. Digital Assets are, by their nature, highly experimental, risky, volatile and Transactions are generally irreversible. You should not make any transactional decision without first conducting your own research. You are solely and exclusively responsible for determining whether any transaction, or strategy, or any other product or service is appropriate or suitable for you based on your own objectives and personal and financial situation. You acknowledge and agree that you will access and use the Platform and participate in Transactions at your own risk.
  - 11.3.2. Understanding Digital Assets and Transactions may require advanced technical knowledge. Digital Assets are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate the



inherent risks of transacting Digital Assets. Any reference to a type of Token on the Platform does not indicate our approval or disapproval of the underlying technology regarding such type of Token, and should not be used as a substitute for your own understanding of the risks specific to each type of Token. We make no warranty as to the suitability of the Digital Assets referenced on the Platform and assume no fiduciary duty in our relations with you.

- 11.3.3. You should use any content or Information gathered from the Platform only as a starting point for your own independent research and transactional decision making, and you must rely on your own judgment in entering into or refraining from using the Platform or conducting (or not conducting) any Transaction. In entering into any Transaction, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of the Transaction and the underlying Digital Assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction or any underlying Token. You accept all consequences of participating in Transactions, including the risk that you may lose access to your Digital Assets indefinitely. All Transaction decisions are made solely by you. Notwithstanding anything in this Agreement, we accept no responsibility whatsoever for and will in no circumstances be liable to you in connection with Transactions. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice.
- 11.3.4. The prices of Digital Assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Digital Assets, which may also be subject to significant price volatility.

- 11.4. Our Service does not store, send, or receive Digital Assets. Any transfer of Digital Assets occurs within the supporting blockchain and not on this Service, as such transfers are generally not reversible or cancelable.
- 11.5. Neither the Company nor any portfolio or strategy guarantees the future performance of your Digital Asset, any specific level of performance, the success of any transaction strategy or the success of your overall management of the Account. When reviewing the Information, fund and/or portfolio, financial performance information, opinions of traders, you should not assume that the user is unbiased, independent or qualified to provide financial information or opinions. Past performance and risk scores have many inherent limitations and are not indicative of future results. No representation or guarantee is being made that any fund of Digital AssetAsset Manager will or is likely to achieve gains or losses similar to the past performance or risk score shown. The actual percentage gains or losses experienced by investors will vary depending on many factors
- 11.6. You shall be responsible for complying with any applicable laws. You agree that we are not responsible for determining whether or which laws may apply to your Transactions, including tax laws. You are advised to consult an attorney regarding the legality of any activities on the Platform.
- 11.7. You are aware of and accept the risk of operational challenges. The Platform may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays. You agree to accept the risk of a Transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold us accountable for any related losses. We will not bear any liability, whatsoever, for any damage or interruptions caused by any Viruses that may affect your computer or other equipment, or any phishing, spoofing or any other type of similar activity.
- 11.8. There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may



obtain unauthorized access to information stored within your Wallet. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, however caused.

- 11.9. The regulatory regime governing blockchain technologies, Digital currencies, and Digital Assets is uncertain. New regulations or policies may materially adversely affect the development of the Auction and/or Service and the utility of Digital Assets. You are advised to consult with legal counsel regarding the Platform's contents in your jurisdiction.
- 11.10. The Service will rely on third-party platforms such as MetaMask to perform the transactions of Digital Assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Platform will suffer. The terms and conditions of MetaMask will govern your use of MetaMask and/or other wallets and may be subject to update from time to time.
- 11.11. The Company does not own or control the underlying software protocols which govern the operation of Digital Assets available through the Platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. The Company is not responsible for operation of the underlying protocols, and the Company makes no guarantee of their functionality, security, or availability. The underlying protocols are subject to sudden changes in operating rules, and such changes may materially affect the value, function, or even the name of a Digital Asset available on the Platform. In the event of an aforesaid change, we may temporarily suspend the Platform's operations (with or without advance notice to you) and we may (a) configure or reconfigure its systems; or (b) decide not to support (or cease supporting) the Forked protocol entirely.

## 12. Privacy

12.1. You hereby agree to and consent to the collection, use, disclosure, and processing of personal data you provide to us and your personal data in accordance with DEXTF's Privacy Policy.

12.2. You represent and warrant that:

12.2.1. before providing any such personal data to us, you have read and understood our Privacy Policy and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and

12.2.2. you have obtained all necessary consents from each individual to whom such personal data relates for the disclosure of such individual's personal data to us and/or other relevant parties as specified in the Privacy Policy for such persons' collection, use and/or disclosure for the purposes specified therein, that such consents have not been withdrawn, that such disclosure is made in accordance with all applicable data protection and data privacy laws, and that such data is accurate, up to date and relevant when disclosed.

12.3. Privacy Rights for Designated Countries.

12.3.1. This Section only applies to users and customers of the Services that are located in the European Economic Area, United Kingdom and/or Switzerland (collectively the "Designated Countries") at the time of data collection. We may ask you to identify which country you are located in when you use some of the Platform or we may rely on your IP address to identify which country you are located in. Where we rely only on your IP address, we cannot apply the terms of this Section to any User or Customer that masks or otherwise obfuscates their location information so as not to appear located in the Designated Countries. If any terms in this Section conflict with other terms

contained in this Agreement, the terms in this section shall apply to Users and Customers in the Designated Countries.

- 12.3.2. We are a data controller with regard to any personal information collected from Customers or Users. A “data controller” is an entity that determines the purposes for which and the manner in which any personal information is processed. Any third parties that act as our service providers are “data processors” that handle your personal information in accordance with our instructions.
- 12.3.3. You may object to our processing at any time and as permitted by applicable law if we process your personal information on the legal basis of consent, contract or legitimate interests. We can continue to process your personal information if it is necessary for the defense of legal claims, or for any other exceptions permitted by applicable law.
- 12.3.4. If we process your personal information based on a contract with you or based on your consent, or the processing is carried out by automated means, you may request to receive your personal information in a structured, commonly used and machine-readable format, and to have us transfer your personal information directly to another “controller”, where technically feasible, unless exercise of this right adversely affects the rights and freedoms of others.
- 12.3.5. If you believe we have infringed or violated your privacy rights, please contact us at [protocol@dextf.com](mailto:protocol@dextf.com) so that we can resolve your concerns. You also have a right to lodge a complaint with a competent supervisory authority situated in the Designated Country of your habitual residence, place of work, or place of alleged infringement.



## 13. Limitation of Liability

- 13.1. Indemnification.

- 13.1.1. You agree to keep (a) DEXTF, (b) DEXTF's shareholders, joint venture parties, affiliates and related corporations and entities, and (c) the officers, directors, employees, representatives, agents, suppliers and service providers of all of the persons and entities described in (a) and (b) ((a), (b) and (c) collectively referred to as the "Indemnified Persons"), fully indemnified and held harmless from and against any and all losses, liabilities, costs, claims, charges, actions, demands and expenses (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) which the Indemnified Persons may incur, suffer or which may be made against them as a result of, or in relation to (i) any sum or obligation expressed to be payable or liable to be performed under this Agreement and/or any agreement entered into pursuant to, or in connection with, the terms of this Agreement not being paid or performed by you by the time, on the date and otherwise in the manner specified in this Agreement, and/or such other agreement; (ii) any breach of representation, warranty, agreement or undertaking by you under this Agreement and/or any agreement entered into pursuant to, or in connection with, the terms of this Agreement; (iii) any breach or violation by you of any law, rule or regulation, or the rights of any third parties; and/or (iv) any act, omission, negligence, breach, offence or default committed or attributable to you.

13.2. Limitations of Liability.

- 13.2.1. In no event shall any of the Indemnified Persons be liable to you or any other person or entity for any loss of business, profits or opportunities, or any special, punitive, aggravated, incidental, indirect or consequential losses or damages, whether arising out of or in connection with our Website, the Platform, your Account(s), the Services, this Agreement, the Privacy Policy and/or any agreement entered into pursuant to, or in connection with, the terms of this Agreement, the Privacy Policy or otherwise. Our liability, and the liability of the Indemnified Persons, to you or any third parties in any circumstance is limited to the actual amount of loss or damage which is caused directly and is reasonably foreseeable by our breach of this



Agreement, and shall not in any event exceed SGD 250. Such sum shall be paid as liquidated damages by us to you in full and final settlement and satisfaction of our entire liability and the Indemnified Persons' entire liability for any loss or damage which is caused directly and is reasonably foreseeable by our breach of this Agreement. You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.

**13.3. No Warranties.**

13.3.1. The Services are provided on an "as-is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Website, the Platform, any of your Account(s) or the Services, or any of the materials contained therein, will be continuous, uninterrupted, timely or error-free, pursuant to Clause 8 above.

13.3.2. We will make reasonable efforts to ensure that all Services are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

**13.4. Safety and Security of your Computer and Devices.**

13.4.1. We shall not be liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in



reviewing messages purporting to originate from us. Our user support will never ask to screen share or otherwise seek to access your computer or Account(s); similarly, we will not ask for your 2FA codes. Always log into your Account(s) through the Website to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

13.5. No Liability for Breach.

13.5.1. We are not liable for any breach of this Agreement or any agreement entered into pursuant to, or in connection with, the terms of this Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, nor are we liable where the breach is due to any action or inaction which is necessary or desirable in order to comply with any laws, rules or regulations.

## 14. Suspension, Termination and Cancellation

14.1. We may from time to time in our sole and absolute discretion: (a) refuse to complete or block, cancel or reverse any Transaction you have authorised or instructed, (b) terminate, suspend or restrict your access to any or all of the Services, (c) terminate, suspend or restrict your access to any or all of your Account(s), and/or (d) refuse to transmit information or Instructions to third parties (including but not limited to third-party Linked Wallet operators), in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where:

- (a) we are required to do so by any applicable law or regulation, or any court or authority to which we are subject in any jurisdiction;
- (b) we have determined or suspect that you have breached any terms and conditions in this User Agreement and/or the Privacy Policy;



- (c) we have determined or suspect that any Transaction is unauthorised, erroneous, fraudulent or unlawful or we have determined or suspect that your Account(s) or the Services are being used in a fraudulent, unauthorised or unlawful manner;
- (d) we have determined or suspect there is any occurrence of money laundering, terrorist financing, fraud, or any other crime;
- (e) use of your Account is subject to any pending or ongoing litigation, investigation, or judicial, governmental or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
- (f) you have taken any action that may circumvent our controls such as opening multiple Accounts without our written consent or abusing promotions which we may offer from time to time; or
- (g) you have not complied with the terms under this Agreement.

14.2. You hereby acknowledge and agree that our decision to take certain actions, including, without limitations, to terminate, suspend or restrict your access to your Account(s) or the Services, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.

14.3. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with the terms of this Clause.

## 15. General Terms and Conditions

15.1. Website Accuracy.

15.1.1. Although we intend to provide accurate and timely information on the Website, the Website (including, without limitation, all content, materials and information in the Website or referred to in the Website) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, agreements, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for any such decisions. Links to third-party websites (including, without limitation, content, materials and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the content, materials, information or services contained in any third-party websites accessible or linked from the Website.

15.2. Account Access and Security.

15.2.1. In order to access the Services, users are required to provide an email address and create a password. You are responsible for keeping electronic devices through which the Services are accessed safe and maintaining adequate security and control of any and all security details that are used to access the Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of said electronic devices and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices or security details may result in unauthorised access of the Account(s) by third-parties and the loss or theft of any fiat currency or Digital Assets held in your Account(s). You must keep security details safe at all times. For example, passwords need to be safeguarded and not shared or made visible to others.



15.3. Export Controls & Sanctions.

15.3.1. Your use of the Services and the Website may be subject to international export controls and economic sanctions requirements. By trading Digital Assets on the Platform or utilising any Services, you agree that you will fully comply with any and all such requirements. You are not permitted to transact in Digital Assets or use any of the Services if (a) we are prohibited from providing Services to you under any applicable laws and regulations, including but not limited to the Terrorism (Suppression of Financing) Act (CAP 325) and the regulations promulgated under the United Nations Act (CAP 339) ("Singapore Sanctions Laws") as amended, supplemented or replaced from time to time; or (b) you intend to transact or deal with any person in breach of any of the Singapore Sanctions Laws.

15.4. Amendments to Agreement.

15.4.1. We shall have sole and absolute right to amend, supplement and/or replace the terms and conditions of this Agreement and/or the Privacy Policy from time to time, which will be announced on the Website. Copies of the most up-to-date version of the Agreement and the Privacy Policy will be made available on the Website.

15.5. Relationship of the Parties.

15.5.1. You acknowledge and agree that: (a) DEXTF is not holding any fiat monies and/or Digital Assets as your trustee, and is not acting as your broker, intermediary, agent, trustee, advisor or in any fiduciary capacity, and (b) no communication or information provided to you by us shall be considered or construed as any form of advice.

15.6. Privacy of Others.

15.6.1. If you receive information about another User through the Platform or from utilising any Services, you must keep the information confidential and only use it in connection with the Services and always in accordance with applicable laws and regulations. You must not disclose or distribute any User's information to a third party or



use the information in any manner except as reasonably necessary to effect a Transaction.

15.7. Security Breach.

15.7.1. If you suspect that your Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or DEXTF (together a "Security Breach"), you must contact our user support in the manner described on the Website and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

15.8. Taxes.

15.8.1. Notwithstanding anything in this Agreement to the contrary, it is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Platform, and to withhold, collect, report and remit the correct amount of taxes to the appropriate tax authorities.

15.8.2. It is your responsibility to determine what, if any, Taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether any Taxes apply to your Transaction, or for collecting, reporting or remitting any Taxes arising from any Transaction. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to goods and services tax (or its equivalent), sales tax, income tax, duties, or other tax liabilities as a seller of goods or services.



15.8.3. It is your responsibility to check with your local tax advisor to determine which Taxes apply to you, and it is your responsibility to pay such Taxes to the appropriate tax authority. All fees relating to the Services are to be made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country or taxation authority are your sole responsibility. If any such deduction or withholding is required to be made, you agree to increase the sum payable to DEXTF to the extent necessary to ensure that we receive the amount equal to the sum which would have been due to us had no such deduction or withholding been required.

15.9. Unclaimed Property.

15.9.1. If we hold your Digital Assets, and we are unable to contact you and have no record of your use of the Services for several years, applicable laws and regulations may require us to report our holdings of such fiat monies or Digital Assets as unclaimed property to the authorities in certain jurisdictions. wWwe will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such fiat monies or Digital Assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges in respect of such unclaimed monies or Digital Assets, as permitted by any applicable laws and regulations.

15.10. Entire Agreement.

15.10.1. This Agreement (including any documents, materials or information incorporated by reference herein) sets forth the entire understanding between you and DEXTF with respect to the Services.

15.10.2. Clause headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.



15.10.3. This Agreement (including any documents, materials or information incorporated by reference herein) is personal to you and you are not permitted to novate, transfer or assign your rights, interests, liabilities and/or obligations to anyone else without our prior written consent. However, you hereby acknowledge and agree that we shall have sole and absolute discretion to novate, transfer or assign this Agreement (including any documents, materials or information incorporated by reference herein) or any of our rights, interests, liabilities and/or obligations at any time to anyone else, including, without limitation, in connection with any merger, acquisition or other corporate reorganisation involving DEXTD.

15.10.4. These terms and conditions may, at our sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

15.11. Invalidity.

15.11.1. If any provision of this Agreement or any other documents, materials or information incorporated by reference in this Agreement is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other provisions in this Agreement or any other documents, materials or information incorporated by reference in this Agreement.

15.12. Enforcement of Rights.

15.12.1. Our rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or by any other agreement. Any failure or delay on the part of DEXTF to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.



15.13. Third-Party Rights.

15.13.1. Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (CAP 53B) (as may be amended, supplemented or replaced from time to time) to enforce or enjoy the benefit of any term in this Agreement.

15.14. Survival.

15.14.1. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, will continue to be binding and operate after the termination or expiration of this Agreement.

15.15. Governing Law and Jurisdiction.

15.15.1. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The courts of Singapore are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement and accordingly, any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings") may be brought in such courts.

15.15.2. You irrevocably submit to the jurisdiction of such courts and waive any objection to Proceedings in any such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of DEXTF only and shall not limit our right to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

15.16. Unless otherwise indicated, any future release, update, or other addition to functionality of the Platform shall be subject to this Agreement. All copyright and other proprietary notices on the Platform must be retained on all copies thereof.