



Best DEX Terms of Service

Last modified: June 9th 2023

These Terms of Service (the "Agreement") explains the terms and conditions by which you may access and use '<https://bestdex.com>' and any associated subdomains (referred to as the "Website").

This agreement carefully outlines the rules and conditions that apply to your use of the website. By accessing or using the Website, you indicate that you have read, understood, and agreed to be bound by the terms of this Agreement in its entirety. If you do not agree with these terms, you are not authorized to access or use the Website and should refrain from doing so.

This Agreement includes essential information that affects your rights, such as a provision for binding arbitration and a waiver of class action. These provisions dictate how disputes will be resolved. Therefore, you can only access and use the Website if you completely agree to all the terms outlined in this Agreement.

Introduction

BestDEX.com (The Website) provides access to a decentralized protocol on various public blockchains, including but not limited to Ethereum Chain, BNB, Polygon and SOL, allowing users to trade certain compatible digital assets such as "\$BEST" (Best Wallets native Token), among other services. The website is one, but not the exclusive, means of accessing the Best DEX exchange.

This Agreement governs the access and use of BestDEX.com (referred to as "The Website") and its services. The Website facilitates access to a decentralized protocol functioning on multiple public blockchains, including Ethereum Chain, BNB, Polygon, and SOL. Users can utilize the Website to engage in trading activities involving various compatible digital assets, including the native token known as "\$BEST" (Best Wallet's and Best DEX's native Token), alongside other related services. It is important to note that while the Website serves as a primary access point for the Best DEX's protocol, it is not the exclusive method provided for users to access the aforementioned services.

In order to access the Website, you must use non-custodial wallet software, which allows you to interact with public blockchains. It is important to note that your relationship with the non-custodial wallet provider is governed by their respective terms of service, which are separate from and not covered by this Agreement. Please be aware that wallets, unless using 'Best Wallet', are independent entities and are not operated, maintained, or affiliated with us. Consequently, we do not possess custody or control over the contents of your wallet and are unable to retrieve or transfer its contents. By connecting your wallet to our Website, you



explicitly agree to be bound by this Agreement, as well as all terms referenced and incorporated herein.

Amendments to the Terms of Service

These Terms of Use are subject to periodic updates, and any modifications will be reflected on this page. It is strongly recommended that you regularly review this page to stay informed of any changes, as they carry legal implications and are binding upon you. You, the user, will be notified by updating the date at the top of the Agreement and making the document available on the website. Once a new version is published, it will immediately take effect, governing your use of our Platforms and establishing your contractual relationship with us. By continuing to utilize our Platforms, you acknowledge, accept, and consent to be bound by the terms of any updates or amendments made to these Terms of Use.

Services provided through the Website

The Website provides a web or mobile-based means of accessing the Protocol

The Website and the Protocol

The Website and the Protocol are distinct entities, with the Website serving as one of the available means, though not the exclusive means, for accessing the Protocol. The Protocol itself consists of three versions, identified as v1, v2, and v3. Each version comprises self-executing smart contracts that are open-source or source-available and deployed on various public blockchains, including BNB Chain, Polygon, and Ethereum. It is important to note that Best DEX, the operator of the Website, does not exercise control over any version of the Protocol on any blockchain network.

By utilizing the Website, you acknowledge and understand that your transactions involving digital assets are not conducted by 'Best DEX', and that 'Best DEX' does not operate any liquidity pools on the Protocol or oversee trade execution on the Protocol. When traders pay fees for their trades, those fees are directed to liquidity providers associated with the Protocol. It is important to recognize that, in general, the Best DEX team does not function as a liquidity provider within the Protocol's liquidity pools, and the liquidity providers themselves are independent third parties. Initially, the Protocol was deployed on the BNB Chain blockchain and has subsequently been deployed on various other blockchain networks.

Eligibility

To access and use the Website, you must be able to enter into a legally binding contract with us. Therefore, declaring you have reached the age of majority as defined by the laws of your jurisdiction (e.g., 18 years old in the United States) and possess the complete right, authority,



and power to enter into and comply with the terms and conditions outlined in this Agreement, both on your own behalf and on behalf of any company or legal entity for which you may access or use the Website.

Furthermore, you affirm that you are not (a) subject to economic or trade sanctions administered or enforced by any governmental authority or listed as a prohibited or restricted party (including, but not limited to, listings maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury), and (b) a citizen, resident, or organized within a jurisdiction or territory that is subjected to comprehensive country-wide, territory-wide, or regional economic sanctions imposed by the United States. Finally, you represent that your access and use of the Website will fully adhere to all applicable laws and regulations, and you will not employ or utilize the Website to engage in, promote, or facilitate any unlawful activities.

A condition you must agree to when accessing or using the services of the Website is that you acknowledge, understand, and agree to the following.

From time to time, the services may be inaccessible or inoperable for any reason, including:

1. Equipment or technology or other infrastructure delay, inaccessibility, or malfunctions
2. Periodic maintenance procedures or repairs that Best DEX may undertake from time to time
3. Causes beyond BestDEX's control or that Best DEX could not reasonably foresee
4. Disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or
5. Unavailability of third-party services providers or external partners for any reason. Without any limitation of any other provision of these Terms, and as set forth below, Best DEX has no responsibility or liability for any losses or liability for any losses or other injuries resulting from any such event.

The Services provided by Best DEX are subject to evolution, which means that Best DEX reserves the right to make changes, replace, or discontinue the Services, either temporarily or permanently, at our sole discretion.

You acknowledge and agree that you bear full responsibility for your use of the Services, including all transfers of Digital Assets. Additionally, you are solely responsible for complying with any applicable tax obligations arising from your use of the Services.

Please note that Best DEX does not have control over, or assume liability for, the delivery, quality, safety, legality, or any other aspect of any Digital Assets transferred to or from a third party. We do not guarantee the completion of transactions or the authorization of the entities with whom you transact. In the event that you encounter any issues or problems with a transaction involving Digital Assets using the Services, you assume all associated risks and liabilities.



Intellectual Property Rights

Best DEX retains exclusive ownership of all intellectual property and other rights associated with the Website and its contents. This includes, but is not limited to, software, text, images, trademarks, service marks, copyrights, patents, designs, and the overall "look and feel" of the Website. On the other hand, versions 1-3 of the Protocol are constructed entirely from open-source or source-available software that operates on public blockchains.

Further Rights

We reserve certain rights, which are not considered obligations on our part. These rights include the following:

- (a) We have the authority to review, modify, filter, disable, delete, and remove any and all content and information from the Website.
- (b) We may, at our discretion and with or without prior notice to you, modify, substitute, eliminate, or add to the Website.
- (c) We may cooperate with law enforcement, court orders, government investigations, or third-party requests that require or direct us to disclose information or content provided by you.

Please note that while we retain these rights, their exercise does not create an obligation for us to act in a specific manner.

Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Website:

Basic:

1. Unauthorized access: Users must not attempt to gain unauthorized access to the website, its systems, or any other user accounts.
2. Illegal activities: Users must not engage in any activity that is unlawful, fraudulent, or promotes illegal behavior.
3. Intellectual property infringement: Users must not infringe upon the intellectual property rights of others, including copyright, trademarks, patents, or trade secrets.
4. Spam and phishing: Users must not send unsolicited or deceptive communications, including spam, phishing attempts, or other fraudulent activities.
5. Malicious software: Users must not distribute viruses, malware, or any other harmful software or code that could damage or disrupt the website or its users.



6. Harassment and abuse: Users must not engage in any form of harassment, bullying, or abusive behavior towards other users, including hate speech, threats, or personal attacks.
7. Impersonation: Users must not impersonate another person, entity, or falsely represent their affiliation with a person or organization.
8. Data mining and scraping: Users must not engage in unauthorized data mining, scraping, or harvesting of information from the website or its users.
9. Violation of privacy: Users must respect the privacy of others and not engage in activities that violate the privacy rights of individuals, including the unauthorized collection or dissemination of personal information.
10. Violation of terms: Users must comply with all terms and conditions outlined in the website's Terms of Service and not engage in any activity that violates these terms.

Extended Prohibited Activity

1. Intellectual Property Infringement: Users are strictly prohibited from engaging in any activity that infringes upon or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
2. Cyberattack: Users shall not participate in any activity that aims to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system. This includes, but is not limited to, the deployment of viruses and denial of service attacks.
3. Fraud and Misrepresentation: Users are prohibited from engaging in any activity that seeks to defraud us or any other person or entity. This includes providing false, inaccurate, or misleading information with the intent to unlawfully obtain the property of another.
4. Market Manipulation: Users shall not engage in any activity that violates any applicable laws, rules, or regulations concerning the integrity of trading markets. This includes, but is not limited to, manipulative tactics such as "rug pulls," pumping and dumping, and wash trading.
5. Securities and Derivatives Violations: Users must not engage in any activity that violates any applicable laws, rules, or regulations concerning the trading of securities or derivatives. This includes, but is not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
6. Sale of Stolen Property: Users shall not engage in the buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
7. Data Mining or Scraping: Users are strictly prohibited from engaging in activity that involves data mining, robots, scraping, or similar methods of gathering or extracting content or information from the Website.



8. **Objectionable Content:** Users must refrain from engaging in any activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, or offensive in nature.

Agency Registration

We are not registered with the U.S. Securities and Exchange Commission as a national securities exchange or in any other capacity. It is important for you to understand and acknowledge that we do not act as a broker for trading orders on your behalf. Furthermore, we do not facilitate the execution or settlement of your trades, as these transactions occur solely on public distributed blockchains such as Ethereum.

Therefore, cannot guarantee market-best pricing or best execution through the Website or our Smart Router feature, which routes trades across liquidity pools on the Protocol exclusively. Any references made on the Website to "best price" do not represent or warrant pricing availability through the Website, on the Protocol, or elsewhere.

Non-Solicitation; No Investment Advice

You confirm agreement that you understand the following:

- (a) All trades you submit through the Website are considered unsolicited, meaning that they are initiated solely by you.
- (b) You have not received any investment advice from us regarding any trades, including those placed through our Smart Router API.
- (c) We do not conduct a suitability review of any trades you submit.

We may provide information about tokens on the Website, sourced from third-party data partners, through features such as rarity scores, token explorer, or token lists. We may also provide warning labels for certain tokens. However, the provision of informational materials does not solicit trades in those tokens, nor are we attempting to induce you to make any purchases based on the information provided.

Please note that all information provided on the Website is for informational purposes only and should not be construed as investment advice or a recommendation that a particular token is a safe or sound investment. You should not take any action or refrain from taking any action based on the information contained in the Website. By providing token information for your convenience, we do not make any investment recommendations or express opinions on the merits of any transaction or opportunity. Ultimately, it is your sole responsibility to determine whether any investment, investment strategy, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.



Non-Custodial Nature and Absence of Fiduciary Duties

The Website operates as a non-custodial application, meaning that we never have custody, possession, or control over your digital assets at any point in time. It also implies that you bear sole responsibility for safeguarding the cryptographic private keys to your digital asset wallets. It is crucial that you refrain from sharing your wallet credentials or seed phrase with any third party. We hold no responsibility or liability to you concerning your use of a wallet and do not provide any representations or warranties regarding the compatibility of the Website with any specific wallet. Similarly, any associated wallet is solely your responsibility, and we are not liable for any actions or omissions on your part resulting from the compromise of your wallet.

This Agreement does not aim to establish or impose any fiduciary duties upon us. To the maximum extent permitted by applicable law, you acknowledge and agree that we have no fiduciary duties or liabilities towards you or any other party. Any fiduciary duties or liabilities that may exist by law or equity are hereby unequivocally disclaimed, waived, and eliminated. Furthermore, you agree that the only duties and obligations we owe you are those expressly stated in this Agreement.

Jurisdictional Compliance and Tax Obligations

The availability and suitability of the Website may be subject to jurisdictional limitations. By accessing or using the Website, you explicitly acknowledge and agree that you bear complete and exclusive responsibility for ensuring strict compliance with all applicable laws and regulations that may pertain to your use of the Website.

It is important to note that your utilization of the Website or the Protocol may give rise to various tax implications, including but not limited to income tax, capital gains tax, value-added tax (VAT), goods and services tax (GST), or sales tax, as dictated by the relevant jurisdictions. It is your sole obligation to diligently assess whether such taxes apply to any transactions you engage in or receive through the Website, and if determined applicable, to accurately report and remit the requisite taxes to the appropriate tax authority within the prescribed timeframes, ensuring full compliance with all applicable tax laws and regulations.

Risk

By accessing or utilizing the Services, you explicitly recognize and agree to the inherent risks associated with cryptographic systems and blockchain-based networks. These risks encompass the usage and intricacies of native Digital Assets, such as Ethereum (ETH), smart contract-based tokens (including fungible tokens and NFTs), and systems that interact with blockchain-based networks.



It is important to note that Best DEX does not possess ownership or control over the underlying software upon which blockchain networks are formed. Generally, the software supporting blockchain networks, including the Ethereum blockchain, operates on an open-source basis, enabling anyone to utilize, copy, modify, and distribute it. Consequently, by utilizing the Services, you acknowledge and agree to the following:

- (a) Best DEX assumes no responsibility for the operation of the blockchain-based software and the networks underpinning the Services.
- (b) No guarantee is provided regarding the functionality, security, or availability of the aforementioned software and networks.
- (c) The underlying blockchain-based networks are subject to abrupt changes in operating rules, commonly known as "forks," which can significantly impact the provision of the Services.

Blockchain networks rely on public and private key cryptography. It is solely your responsibility to secure your private key(s). Best DEX does not have access to your private key(s). Please be aware that losing control of your private key(s) will result in permanent and irreversible denial of access to Digital Assets on the Ethereum blockchain or other blockchain-based networks. Neither Best DEX nor any other individual or entity will be able to recover or safeguard your Digital Assets.

In the event that your private key(s) are lost, you will be unable to transfer your Digital Assets to any other blockchain address or wallet. Consequently, you will be unable to realize any value or utility from the Digital Assets you may possess.

You acknowledge and understand that the Services and your Digital Assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Best DEX to continue to make available our proprietary software and could impede or limit your ability to access or use the services.

By accessing and utilizing the Website, you affirm that you possess the financial and technical sophistication necessary to comprehend the inherent risks associated with cryptographic and blockchain-based systems. You also declare that you possess a sufficient understanding of the usage and intricacies of digital assets, including ether (ETH), stablecoins, and other digital tokens following the Ethereum Token Standard (ERC-20), or any other digital tokens transacted on Best DEX.

Specifically, you acknowledge the following:

1. **Volatility and Risk Factors:** You understand that markets for digital assets are nascent and highly volatile, driven by factors such as adoption, speculation, technology, security, and regulation. You are aware that anyone can create tokens, including fraudulent versions of existing tokens and tokens falsely claiming association with specific projects. You acknowledge the risk of mistakenly trading such tokens and accept the potential consequences. Additionally, you recognize that stablecoins may not deliver the stability they purport to provide, may lack full collateralization, and can be susceptible to panics and runs.



2. Irreversibility and Automation: You comprehend that smart contract transactions execute and settle automatically and that blockchain-based transactions, once confirmed, are irreversible. You accept the implications of these features.
3. Variable Costs and Speed: You acknowledge and accept that transacting with cryptographic and blockchain-based systems, such as Ethereum, entails variable costs and speed, which may experience significant fluctuations at any given time.
4. Expert Modes: You understand the risk associated with opting to trade in Expert Modes, which may result in substantial price slippage and increased costs.
5. Liquidity Provision Risks: If you act as a liquidity provider to the Protocol through the Website, you acknowledge that the value of your digital assets supplied to the Protocol may fluctuate, potentially resulting in partial or total loss due to price fluctuations of tokens within a trading pair or liquidity pool.
6. Cross-Chain Bridges: You are aware that we do not create, own, or operate cross-chain bridges, and we provide no representation or warranty regarding the safety or reliability of any cross-chain bridge, including its use for Best DEX governance.

In summary, you acknowledge that we bear no responsibility for the aforementioned variables or risks. We neither own nor control the Protocol and cannot be held liable for any losses you may incur while accessing or using the Website. Consequently, you assume full responsibility for all associated risks when utilizing the Website to interact with the Protocol.

Third-Party Resources and Promotions

The Website may feature references or links to third-party resources, including information, materials, products, or services that are beyond our ownership or control. Additionally, third parties may offer promotions relating to your access and utilization of the Website. It is important to note that we do not endorse, monitor, approve, warrant, or assume any responsibility for such resources or promotions. When you access or engage with any of these resources or promotions, you do so at your own risk, and you acknowledge that this Agreement does not govern your interactions or relationships with third parties. You explicitly release us from any liability arising from your use of these resources or participation in any associated promotions.

Release of Claims

By accessing and using the Website, you acknowledge and agree to assume all risks associated with your use. You also expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or related to your use of the Website. If you are a California resident, you specifically waive the benefits and protections of California Civil Code § 1542, which states that a general release does not extend to claims that the releasing party is not aware of or suspects to exist at the time of executing the release and that, if known, would have materially affected their decision to release the party.



Indemnity

You agree to indemnify, defend, and hold us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries harmless from and against any claims, damages, obligations, losses, liabilities, costs, and expenses arising from:

- (a) your access and use of the Website;
- (b) your violation of any provision of this Agreement, the rights of any third party, or any applicable law, rule, or regulation; and
- (c) any other party's access and use of the Website with your assistance or through any device or account owned or controlled by you.

No Warranties

The Website is provided on an "AS IS" and "AS AVAILABLE" basis. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (BUT NOT LIMITED TO) THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

You acknowledge and agree that your use of the Website and the Protocol is at your own risk. We do not make any representations or warranties regarding the continuous, uninterrupted, timely, or secure access to the Website. The information contained in the Website may not always be accurate, reliable, complete, or current. We do not guarantee that the Website will be free from errors, defects, viruses, or other harmful elements. Any advice, information, or statements provided by us should not be considered as creating any warranty regarding the Website. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties regarding the Website.

Similarly, the Protocol is provided "AS IS," and you use it at your own risk. Although we were involved in the initial code for the Protocol, we do not own or control it. The Protocol operates autonomously through smart contracts deployed on various blockchains, and any upgrades or modifications are typically managed by holders of the CAKE token. No developer or entity involved in creating the Protocol will be liable for any claims or damages associated with your use of the Protocol, including direct, indirect, incidental, special, exemplary, punitive, or consequential damages, or loss of profits, cryptocurrencies, tokens, or any other valuable assets. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties regarding the Website or the Protocol.



Dispute Resolution and Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY SIGNIFICANTLY IMPACT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT AGAINST BEST DEX IN ANY COURT OR GOVERNING AUTHORITY. EXCEPT AS EXPRESSLY PROVIDED BELOW THIS SECTION REQUIRES YOU TO SUBMIT ANY DISPUTE, CLAIM, OR DISAGREEMENT (EACH A "DISPUTE") ARISING OUT OF THESE TERMS OR THE SERVICES, INCLUDING ANY DISPUTE THAT AROSE BEFORE THE EFFECTIVE DATES OF THESE TERMS, TO BINDING INDIVIDUAL ARBITRATION. THIS SECTION EXTENDS TO DISPUTE THAT AROSE OR INVOLVE FACTS OCCURRING BEFORE THE EXISTENCE OF THIS OR ANY PRIOR VERSIONS OF THE TERMS AS WELL AS DISPUTES THAT MAY ARISE AFTER THE TERMINATION OF THE TERMS.

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to Disputes@BestDEX.com so that we can attempt to resolve it without resorting to formal dispute resolution. If we are not able to reach an informal resolution within sixty days of our response to your email, we both agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising from the Website, this Agreement, or any other acts or omissions that you believe make us liable (referred to as a "Dispute") will be resolved through arbitration under the Arbitration Rules of the Bulgarian International Arbitration Centre. You acknowledge that you are required to settle all Disputes through binding arbitration. The arbitration will be confidential and conducted before a single arbitrator chosen in accordance with the Centre's rules. Unless mutually agreed otherwise, the arbitration will take place in Bulgaria. The arbitrator is not allowed to consolidate your claims with those of any other party, unless we agree otherwise. The resulting award can be entered as a judgment in any court with jurisdiction.

Class Action and Jury Trial Waiver

You must bring any and all Disputes against us in your individual capacity and not as part of a class action, collective action, private attorney general action, or any other representative proceeding. This applies to class arbitration as well. Both you and we agree to waive the right to a trial by jury.

Governing Law

The interpretation and enforcement of these Terms, and any Dispute related to these Terms or the Services, will be governed by and construed and enforced under the laws of Bulgaria, as applicable, without regard to conflict of law rules or principles (In any state of Bulgaria or other



jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. For any other proceeding that is not subject to arbitration under these Terms, the state and federal courts located in Bulgaria will have exclusive jurisdiction. You waive any objection to change the venue in any such courts.

Entire Agreement

These terms represent the entire agreement between you and us regarding the subject matter discussed. They supersede any prior written or oral agreements, communications, or understandings relating to the subject matter.

Gas Fees

Blockchain transactions require the payment of transaction fees, known as Gas Fees, to the relevant network. Unless otherwise specified in another offer by Best DEX, you are solely responsible for paying the Gas Fees for any transaction you initiate.

General information

Please refer to our privacy and cookies policy, which is incorporated herein by reference and available on the Website for information on how we collect, use, share and otherwise process information about you.

You agree to receive all communications, agreements, documents, receipts, notices, and disclosures electronically in connection with these Terms or any Services. We may provide these communications by posting them on the Site, emailing them to the email address you provide, or sending them via Telegram to the username you provide.

If any provision of these Terms is found to be invalid or unenforceable, it will not affect the validity or enforceability of the other provisions, which will remain in full force and effect. We will not be responsible or liable for any failure or delay in performing any other services or for any loss or damage you may incur due to circumstances or events beyond our control. This includes events like floods, extreme weather conditions, earthquakes, acts of God, fires, wars, insurrections, riots, labor disputes, accidents, government actions, communication failures, power outages, or equipment or software malfunctions.

Unless otherwise provided or required by the context, the headings of sections are for convenience only and will not limit or interpret the sections. Whenever the words "include,"



"includes," or "including" are used in these Terms, they are deemed to be followed by the words "without limitation." The use of "or" is not intended to be exclusive.

These Terms constitute the entire agreement between you and Best DEX, superseding any prior or contemporaneous understandings between the parties regarding the Services.

In case of any conflict between these Terms and any other agreement you may have with us, these Terms will prevail unless the other agreement specifically identifies these Terms and states that it supersedes them.

You agree that, except as expressly provided in this Agreement, there are no third-party beneficiaries to the Agreement other than the Indemnified Parties.