

# Terms and Conditions

## 1. General

Welcome to the PRODOX website, owned and operated by Prodox Team (“PRODOX,” “we,” “us” or “our”). These Terms of Use (these “Terms”) govern your access to and use of the PRODOX website; including without limitation the creation, purchase, sale, exchange, or modification of certain digital assets; our online and/or mobile services, and software provided on or in connection with those services (collectively, the “Service”).

All users of our site are subject to the following terms and conditions. From time to time, we may issue additional terms, announcements, policies, and disclaimers. The Terms constitute a binding and enforceable legal contract between PRODOX and you, an end user of our services. By using or accessing our website (including subdomains), you agree that you have read, understood, and are bound by these Terms and that you comply with the requirements listed herein. If you do not agree nor comply with the requirements, please do not access or use the Site or Services.

The Site or the Services may be modified, suspended, or discontinued at any time without you being notified. The provisions of these Terms may also be changed, updated, added, or removed from time to time. Any and all modifications or changes to these Terms will take effect upon publication on our Site. Therefore, your continued use of the Site is deemed your acceptance of the modified Terms. If you do not agree with the modifications made, please do not use or access the Site or our Services.

These Terms between PRODOX and you do not cover all rights and obligations of each party, and do not guarantee full alignment with needs that may arise from future development. Therefore, our “Privacy policy” which can be viewed at the bottom of the site is deemed a supplementary Term and shall have the same legal effect.

## 2. Eligibility

By using PRODOX and its Services, you represent that:

1. you are at least 18 or are of legal age to form a binding contract under applicable laws;
2. you have full legal capacity and authority to agree and bind yourself to these Terms;
3. your use of the Services is not prohibited by applicable law, and at all times compliant with applicable law, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing;
4. you have not been previously suspended or removed from using our Services;
5. you do not currently have an existing Account;

6. if you act as an employee or agents of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity; and
7. you are solely responsible for use of the Services and, if applicable, for all activities that occur on or through your user account.

### **3. Ownership**

1. The proprietary property of PRODOX or our affiliates, licensors or users encompasses the Service and all content and other materials contained therein, including, but not limited to, the PRODOX logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content")
2. The Service provided and Content issued by PRODOX may include software components provided by PRODOX or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
2. Without our prior written consent, the PRODOX logo, any product or service names, logos, or slogans that may appear on the Service or Service are trademarks of PRODOX or our affiliates, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of PRODOX, all other trademarks, registered trademarks, product names and PRODOX names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part.

### **4. Identity verification**

Please note that PRODOX is a permissionless and fully decentralized platform for token sales, we have no role in enforcing anti-money laundering ("AML") and know-your-customer checks ("KYC") by default. Having said that, we do understand the need of some token projects to require AML and KYC procedures on their token sale participants and we suggest they conduct these procedures themselves and on their own platforms

Please be aware that we have no control over, and will not be liable or responsible for, any token project's AML and KYC procedures, the safekeeping of any AML and KYC documentation, any breach of any AML and KYC laws, rules, or regulations, or any other act or omission related to it, as well as any token project's compliance with applicable privacy laws or regulations. We recommend that you read our privacy policy as well as the privacy policies of any relevant third parties and exercise caution.

We and our affiliates may, but are not obligated to, collect and verify information about you in order to keep appropriate records of our customers, protect us and the

community from fraudulent users, and identify traces of money laundering, terrorist financing, fraud, and other financial crimes, or for other lawful purposes.

We may ask you to verify your identity using Internet Identity. The following information may be of use to you:

“Internet Identity is an anonymous blockchain authentication framework supported by the Internet Computer. Users can create identity "anchors" to which they assign compatible cryptographically enabled devices, such as the fingerprint sensor on a laptop, the face ID system on a phone, or a portable HSM, such as a YubiKey or Ledger wallet. Thereafter, they can sign-up and authenticate to any dapp running on the Internet Computer using any of the devices they have assigned to their anchor. This provides a high level of convenience, allowing users can authenticate to dapps they are interested in with a very low level of friction while benefiting from the highest level of cryptographic security but without the need to directly manage or handle cryptographic key material themselves, which prevents mistakes and the theft of their key material. The system is anonymizing towards dapps, and whenever an anchor is used to interact with a dapp, the dapp sees a specially generated pseudonym, which prevents users from being tracked across the various dapps they use. Users can create as many identity anchors as they wish.

Unlike most authentication methods, Internet Identity does not require you to set and manage passwords or provide any personally identifying information to dapps or to Internet Identity.”

Before allowing you to use any Service, we may ask you to supply or verify additional information. [A User can register one account at a time, but any individual User (including any User that is a business or legal entity) can only have one main Account at a time.] We may refuse to open an Account for you at our sole discretion.

If we reasonably suspect you of using your Account in connection with any prohibited use or business; your use of your Account or our Services is subject to any pending litigation, investigation, or government proceeding; or we perceive a heightened risk of legal or regulatory action, we may: (a) suspend, restrict, or terminate your access to any or all of the Services; (b) deactivate or cancel your Account; or (c) blacklist you from opening any future Accounts with us.

You authorize us to keep a record of that information for the time your account is active and for the next five (5) years after your account is terminated. You also give us permission to share your information and documentation with third parties in order to verify its authenticity. We may also conduct necessary investigations, either

directly or through a third party, to authenticate your identification or to protect you and/or us from financial crimes such as fraud, and to take appropriate action(s) depending on the results of such investigations. According to our privacy policy, we will collect, utilize, and share such information with third parties.

After registering, you must make sure that the information you provide is accurate, complete, and up-to-date. If we have any grounds to believe that any of the information you provided is incorrect, false, outdated, or incomplete, we have the right to send you a notification demanding correction, remove relevant information directly, and, in some cases, discontinue all or part of the Services we offer for you. You are solely responsible for any loss or expense that you cause us while using the Services. You commit to keep all information updated and accurate at all times.

If any and all funds are found to violate relevant and applicable AML or CFT laws and regulations, we reserve the right to confiscate these and cooperate with the competent authorities when and if necessary.

## **5. Restrictions**

1. PRODOX does not tolerate users who:
  1. Use the Services in any dishonest or unlawful manner, for fraudulent or malicious activities, or in any manner inconsistent with these Terms;
  2. Violate applicable laws or regulations in any manner;
  3. Infringe any proprietary rights, including but not limited to, copyrights, patents, trademarks, or trade secrets of PRODOX;
  4. Use the Services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware, adware, or any other harmful programs or computer code designed to adversely affect the operation of any computer software or hardware;
  5. Use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy, monitor, replicate or bypass the Site or the Services;
  6. Make any backup or archival copies of the Site or any part thereof, including disassembling or de-compilation of the Site;
  7. Violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using the Services;
  8. Use the Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);
  9. Attempt to access any part or function of the Site without authorization, or connect to the Site or Services or any PRODOX servers or any other

systems or networks of any the Services provided through the services by hacking, password mining or any other unlawful or prohibited means;

10. Probe, scan or test the vulnerabilities of the Site or Services or any network connected to the properties, or violate any security or authentication measures on the Site or Services or any network connected thereto;
  11. Reverse look-up, track or seek to track any information of any other Users or visitors of the Site or Services;
  12. Use any devices, software or routine programs to interfere with the normal operation of any transactions of the Site or Services, or any other person's use of the Site or Services; or
  13. Forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to PRODOX or the Site.
2. Your access to the Services provided by PRODOX means that we have the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice.

## **6. Termination**

3. PRODOX, at its sole discretion, may decide on the termination, suspension or modification of a user's access to the Services, or any portion thereof, immediately and at any point.
4. PRODOX will not be liable to you or to any third party for any termination, suspension, or modification of your access to the Services.

Upon termination of your access to the Services, these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

## **7. Disclaimers**

- a. Our services are provided on an "As is" and "As available" basis without any representation or warranty, whether express, implied, or statutory. You hereby acknowledge and agree that you have not relied upon any other statement or agreement, whether written or oral, with respect to your use and access to the service.
- b. To the maximum extent permitted by applicable law specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and/or non-infringement, Prodox does not represent that access to the site or any part of the services, including mobile services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free and will not be liable for any losses relating thereto. Prodox also does not represent that the site, the services or any materials of Prodox are accurate, complete, reliable, latest, error-free, or free of viruses or other harmful components.
- c. To the maximum extent permitted by applicable law, none of Prodox or its

affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors will be liable for any direct, indirect, special, incidental, intangible or consequential losses or damages arising out of or relating to:

- i. Any performance or nonperformance of the services, or any other product, service, or other item provided by or on behalf of Prodox or its affiliates;
  - ii. Any authorized or unauthorized use of the site or services, or inconnection with this agreement;
  - iii. Any inaccuracy, defect, or omission of any data or information onthe site;
  - iv. Any error, delay, or interruption in the transmission of such data;
  - v. Any damages incurred by any actions, omissions, or violations ofthe terms by any third parties; or
  - vi. Any damage caused by illegal actions of other third parties or actionswithout authorization by Prodox.
- d. Even if Prodox knew or should have known of the possibility of such damages and notwithstanding the failure of any agreed or another remedy ofits essential purpose, except to the extent of a final judicial determination that such damages were a result of our gross negligence, actual fraud, willful misconduct or intentional violation of law or except in jurisdictions that do notallow the exclusion or limitation of incidental or consequential damages. Thisprovision will survive the termination of these terms.
- e. We make no warranty as to the merit, legality, or juridical nature of any token sold on our platform (including whether or not it is considered a security or financial instrument under any applicable securities laws).

## **8. Intellectual property**

PRODOX owns or licenses all present and future copyright, title, and interests in and to the Services, including registered and unregistered trademarks, design rights, unregistered designs, database rights, and all other present and future intellectual property rights that exist in or in relation to the use and access of the Site and the Services. We grant you a non-exclusive, non-sublicense, and any limited license to use or access the Site and Services in the manner permitted above, subject to your compliance with these Terms. Nothing in these Terms should be considered as giving any right in or license to our or any other third party's intellectual property unless specifically specified. If and to the extent that any such intellectual property rights are vested in you by operation of law or otherwise, you agree to do all of the acts and execute all of the papers that we may reasonably seek in order to return such intellectual property rights back to us.

You agree and accept that without our prior permission, you may not copy or reproduce any content on the Site, modify it, redistribute it, use it in derivative works, or deal with it in any other way. Third parties who participate on the Site may grant us permission to use their trademarks, copyrighted material, and other intellectual property. We provide no warranty or representation that the Site's content does not infringe on any third-party rights.

## **9. Indemnification**

1. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless PRODOX, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “PRODOX Parties”) from and against any potential or actual claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys’ fees, fines or penalties imposed by any regulatory authority) arising out of or related to:
  - (a) your use of, or conduct in connection with, the Site or Services;
  - (b) your breach or our enforcement of these Terms; or
  - (c) your violation of any applicable law, regulation, or rights of any third party during your use of the Site or Services.
2. If you are obligated to indemnify PRODOX and its affiliates listed herein, PRODOX reserves the rights, in its sole discretion, to determine what actions to be taken or whether PRODOX wishes to settle, and if so, on what terms.
3. Your obligations under this indemnification provision will continue even after these Terms have expired or been terminated.

## **10. Confidentiality**

4. By using the Site or Services, you acknowledge that these contain PRODOX and its affiliates’ trade secrets and confidential information. You agree to hold and maintain the Services in confidence, and not to furnish any other person with any confidential information about the Services or the Site.
5. You agree to take a reasonable amount of care to protect the confidentiality of the Services. You will not remove or alter any of PRODOX or its affiliates’ proprietary notices.
6. Your obligations under this provision will continue even after these Terms have expired or been terminated.

## **11. Anti-Money Laundering**

PRODOX expressly prohibits and rejects the use of the Site or the Services for any form of illicit activity, including money laundering, terrorist financing, or trade sanctions violations. By using the Site or the Services, you represent that you are not involved in any such activity.

## **12. Force Majeure**

PRODOX shall have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its Services and business, by acts, events, omissions, or accidents beyond its reasonable control, including, but not limited to, strikes, failure of a utility service or telecommunications network, the act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

## **13. Jurisdiction and Governing Law**

- a. The parties shall attempt in good faith to mutually resolve any and all disputes, whether of law or fact and of any nature whatsoever arising from or with respect to these Terms.
- b. The laws of the British Virgin Islands will govern and interpret these Terms, as well as any dispute or claim arising out of or in connection with the Services or the Site.
- c. If a disagreement cannot be resolved after good faith negotiations, any party may refer it to the Hong Kong International Arbitration Centre ("HKIAC") for final, binding arbitration under the HKIAC Administered Arbitration Rules in effect at the time the notice of arbitration is submitted. This arbitration clause will be governed by Hong Kong law. The arbitration will take place in Hong Kong. There will be only one arbitrator (1). The arbitration will be conducted entirely in English.

## **14. Severability**

- a. If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect.
- b. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

### **c. Severability**

If any term, clause, or provision of these Terms is found to be invalid or unenforceable, the remainder of that term, clause, or provision, as well as any other term, clause, or provision of these Terms, shall remain valid and enforceable.

## **15. Notices**

If you wish to make notices, requests, demands, and determinations for us under these Terms other than routine operational communications shall be sent to team@

## **16. Assignment**

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including any right or obligation related to the enforcement of laws or the change of control.

We may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

## **17. Third-Party Rights**

No third party shall have any rights to enforce any terms contained herein.



## 18. Third-Party Website Claimer

Any mention of a product, service, method, or another piece of information, whether by name, trademark, manufacturer, supplier, or otherwise, does not sponsorship, or recommendation by PRODOX.

BY MAKING USE OF OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (A) ALL TRANSACTIONS OF CRYPTOCURRENCIES BASED ON BLOCKCHAIN AND CRYPTOGRAPHY TECHNOLOGIES, ALTHOUGH ISSUED AND MANAGED IN A DECENTRALIZED FORM, ARE ASSOCIATED WITH CERTAIN RISKS; (B) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF THE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES, AND (C) PRODOX SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES. AS WITH ANY ASSET, THE VALUES OF DIGITAL CURRENCIES ARE VOLATILE AND MAY FLUCTUATE SIGNIFICANTLY AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSS WHEN PURCHASING, HOLDING OR INVESTING IN DIGITAL CURRENCIES.



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