

## **Jax.Money Terms of Service**

(date)

### **Terms of Service**

Welcome to **<https://www.jax.money>**, a website-hosted user interface provided by \_\_\_\_\_ ("we", "our", or "us"). The Interface allows users to trade certain digital assets on our blockchain.

The Terms of Service Agreement (the "Agreement") explains the terms and conditions set by us which you may access and use. By accessing or using the Interface, you denote that you have read, understood, and agreed to be bound by this Agreement in its totality. If you do not agree, you should refrain from using the Interface.

NOTICE: Kindly read the following **Terms** and **the Privacy Policy** carefully as they govern your use of the Interface. The Terms contain important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. The Services are only available to you, and the Interface should be accessed solely by you, if you agree completely with the Terms.

#### **1. Modification of this Agreement**

- 1.1 Jax.Money reserves the right to change, add, remove or modify the Platform, the Service, the Terms, or any content therein, at any time, with or without notice, in its sole discretion.
- 1.2 We will notify you at the top of the Agreement by updating the date and by maintaining a current version of the Agreement at \_\_\_\_\_.
- 1.3 All modifications will be effective when they are posted, and your continued access and use of the Interface will act as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must promptly restrain yourself from accessing and using the Interface.

#### **2. Eligibility**

- 2.1 To access the site and use our services, you must have legal capacity to enter into a contract with us. You are not eligible to enter the Site or access our services if you are restricted to do so by the applicable law in your jurisdiction.
- 2.2 Accordingly, you represent that you are at least the age of majority in your jurisdiction and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement.
- 2.3 You further represent yourself as not a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by United States, or of any

jurisdiction where your use of the Interface would be illegal or otherwise be violative of any applicable law.

- 2.4 You further represent that your access and use of the Interface will fully comply with all applicable laws and regulations and that you will not access or use the Interface to conduct, promote, or otherwise facilitate any illegal activity.

### **3. Proprietary Rights**

- 3.1 Unless otherwise specified, all content, design, graphic symbols, etc. ("Materials") on this Platform are the property of Jax.Money and are protected by copyright, trademark, and other applicable laws.
- 3.2 The software, text, images, graphics, data, prices, trades, charts, graphs, video, and audio used on this Platform belong to the Company, hence, the Trademarks and Materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated.
- 3.3 The use of any such Materials on any other website or networked computer environment for any other purpose is strictly forbidden and any such unauthorized use may violate copyright, trademark, and other applicable laws and could result in criminal or civil legal actions and penalties.

### **4. Privacy**

- 4.1 We care about your privacy. You understand that Jax.Money collects information with respect to your VC wallet addresses, transactions, and your IP address. Due to the inherent transparency of blockchains of VCs, transactions to and from the Platform and Services are public, and may be disclosed by us to any third party, including but not limited to government regulators. Please read the Jax.Money Privacy Policy for further details.

### **5. Prohibited Activity**

- 5.1 Jax.Money has zero tolerance towards the use of its Services for any illegal purpose. Any such abuse by any user shall result in forthwith restriction of access and reporting of such activities to concerned regulatory and statutory authorities. Jax.Money shall report all suspicious, malicious, unethical, and illegal activities to the concerned authorities to ensure initiation of investigation and prosecution against you, if and as required.
- 5.2 In connection with your use of Services and/or Platform, you hereby agree that you will not:
- violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;

- intentionally try to defraud (or assist in the defrauding of) the Company or any other user;
- provide false, inaccurate, or misleading information;
- attempt to gain unauthorized access to other users' accounts, the Services, or any related networks or systems;
- conduct activities that breach on or violate any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- conduct activities that seek to interfere with or compromise the security, or conventional functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and carrying out cyberattacks on our systems;
- engage in any unfair trade practice or market manipulation, including but not limited to all such acts like pump and dump schemes, wash trading, spoofing or layering, etc.;
- engage in carrying out any activity that violates any applicable law, rule, or regulation with respect to trading of securities or derivatives.
- engage in activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

5.3 Jax.Money reserves the right to investigate and/or take appropriate action against you in our sole discretion if you engage in prohibited activities or violate any other provision of these Terms, or otherwise create liability for us or any other person.

5.4 In the event of any suspicious or large transactions being undertaken by you, Jax.Money shall have the right but not the obligation to verify such activity by sharing your IP address and other KYC details with the relevant authority, and if required, suspend the transactions or freeze your access.

## **6. No Professional Advice**

6.1 No information provided by the Interface should be construed as professional advice. We do not provide any investment advice or financial advice in connection with the Service contemplated by these Terms of Use. All the particulars provided by us are for informational use only. Jax.Money will not be liable for any loss suffered by you in connection with any transaction involving Jax.Money / the Service or the Platform.

## **7. No Warranties**

7.1 Jax.Money provides the Services to you AS IS and AS AVAILABLE. You use them at your own risk and discretion. That means they don't come with any warranty. 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. Any information or statement that we make should not be treated as creating any warranty concerning the interface.

7.2 Further, advertisements, offers, or statements made by third parties concerning the interface are not endorsed, guaranteed, or act as assumed responsibility by us.

## **8. No Fiduciary Duties**

8.1 You acknowledge and agree that no fiduciary duties or liabilities are owed to you or any other party. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

## **9. Compliance Obligations**

9.1 Jax.Money does not encourage the violation of any laws and cannot be held responsible for violation of such laws in any jurisdiction of the world. It is your responsibility to follow the laws of your country of residence and/or country from which you access this Platform or Services and shall indemnify Jax.Money from any breach of this obligation by you.

## **10. Assumption of Risk**

10.1 You portray to understand the inherent risks associated with using cryptographic and blockchain systems by accessing and using the Interface. As Jax.Money issues stablecoins, there is less volatility, but you further understand that the markets for these digital assets are still volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation.

10.2 You further comprehend that any person can create a token, including fake versions of existing tokens and tokens that make false claims to represent any past, current, or future projects, and acknowledge and concur with the risk that you may mistakenly trade those or other tokens. As we do not own or control the Protocol, we are not responsible for any of these variables or risks, and, hence, cannot be held liable for any losses that occur to you while accessing or using the Interface.

10.3 You acknowledge and accept the cost and speed of transacting with cryptographic and blockchain-based systems. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Protocol.

## **11. Third-Party Resources and Promotions**

- 11.1 We do not support or assume any responsibility for any resources or promotions made by a third party on Interface. In case you come across any such resources or promotions which you access, you do so at your own risk, and you understand that this Agreement does not apply to your dealings made with any third parties. You expressly absolve us of any and all accountability arising by way of your use of any such resources or participation in any such promotions.

## **12. Release of Claims**

- 12.1 With the knowledge and purpose of using the Interface, you agree to all risks with regards to your access and use of the Interface. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Interface and your interaction with the Protocol.

## **13. Indemnity**

- 13.1 You hereby agree to indemnify Jax.Money, and its affiliates, subsidiaries and its affiliates, directors, agents, officers, employees, and suppliers against any losses, action, liability, cost, claim, loss, damage, proceeding, or expense suffered or incurred from your use of the Platform and/or Service and/or from your own use or any other party's usage with your assistance in violation of these Terms.

## **14. Limitation of Liability**

- 14.1 Jax.Money shall not be liable for damages of any type, whether direct or indirect, arising out of or in any way related to your use or inability to use the Services, including but not limited to damages allegedly arising from the compromise or loss of your logging credentials, or loss of or inability to restore access, or for mistakes, omissions, interruptions, delays, defects and/or errors in the transmission of transactions, or for diminution of value of our coins, which are less volatile, or bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface or the defamatory, offensive, or illegal conduct of any third party.
- 14.2 Your ability to use the Services may be detrimentally impacted by regulatory action or changes in regulations applicable to cryptocurrency. If we are unable to perform the Services outlined in the Terms due to factors beyond our control including but not limited to an event of force majeure, pandemic, change of law, or change in sanctions policy, we will not have any liability to you with respect to the Platform / Service provided under these Terms of Use and for a time period coincident with the event.
- 14.3 Other than for the types of liability we can't limit by law, we limit the total liability of Jax.Money for any claim arising out of or relating to these Terms or our Services, regardless of the form of action, to the greater of \$100 USD.

## **15. Dispute Resolution**

- 15.1 We want to address your concerns without needing a formal legal case. Before filing a claim against us, you agree to contact us and attempt to resolve the claim informally by sending a written notice of your claim by email at \_\_\_\_\_ or by certified mail addressed to \_\_\_\_\_.
- 15.2 The notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be sent to the email address associated with your online account and will contain the information described above. If we aren't able to reach an informal resolution within 45 working days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below.
- 15.3 In the case of disputes, controversies, or claims involving Jax.Money, you and Jax.Money agree to resolve any claims relating to this Agreement (including any question regarding their existence, validity, termination, or any services or products provided and any representations made by us) through final and binding arbitration. Either you or Jax.Money may submit a dispute (after having made good faith efforts to resolve such dispute) for final and binding resolution by arbitration. The arbitrator shall be appointed by the Company. The language of the arbitration hearings shall be English.

## **16. Class Action and Jury Trial Waiver**

- 16.1 You agree that disputes between you and Jax.Money will be resolved by binding, individual arbitration and you are waiving your right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.

## **17. Governing Law**

- 17.1 These Terms and any action related thereto will be governed by the laws of the British Virgin Islands (BVI) without regard to its conflict of laws provisions.
- 17.2 You agree and concur that the Interface shall be deemed to be based solely in the BVI, and that whilst the Interface may be obtainable in other different jurisdictions, its mere availability does not give rise to general or specific personal jurisdiction in any forum outside the BVI.