

DEXHUNTER

TERMS OF USE

Last revised: 26.09.2023

Welcome to the DexHunter!

The DexHunter platform (**Platform**) is designed to provide you (**User, You**) with a convenient automated swapping tool and access to information about Digital Assets (**Services**).

These DexHunter Terms of Use (**Terms**) are a legally binding agreement between You and the ArrowBow Software Solutions Ltd incorporated under the laws and regulations of British Virgin Islands (**Company, We, Us**) that regulates Your use of the Platform and Services.

IMPORTANT FORENOTE

By connecting Your Wallet to the Platform, You are unequivocally and unconditionally accepting all terms and conditions provided by these Terms and their annexures (**Annexures**).

Annexures include, but are not limited to the following documents:

- a. DexHunter Privacy Policy (can be accessed via the following link: [Privacy Policy](#)); b. DexHunter AML/KYC Policy (can be accessed via the following link: [AML/KYC Policy](#));

Please note that some provisions of the aforementioned documents could be further elaborated within the Platform. The aggregation of terms and conditions foreseen by the Terms, their Annexures, and the Platform comprise the entire understanding and agreement between You and the Company.

We strongly advise You to devote proper time, carefully study these Terms, their Annexures, and the Platform, reach for advice from Our support team, external attorneys, accountants, and any other professionals, as well as do any other actions You think are necessary to make a profound decision before connecting Your Wallet and(or) using the Platform and(or) Services.

If You do not agree to any of the conditions foreseen herein and(or) in Annexures, You must immediately cease using the Platform and Services.

The Company hereby reserves the right to amend these Terms by publishing the updated version within the Platform. The date on the first page signifies the document's last update date.

You hereby undertake to keep Yourself updated with the Terms regularly, check Terms updates within the Platform, and make Yourself acquainted with amended text in case of update.

If You disagree with the amended Terms, You must immediately terminate any use of the Platform and Services.

PLEASE NOTE THE COMPANY ONLY PROVIDES YOU THE TOOL TO INTERACT WITH THE DIGITAL ASSETS AND DOES NOT PROVIDE ANY INVESTMENT ADVICE OR THROUGH THE PLATFORM. YOU SHOULD DO YOUR OWN RESEARCH BEFORE PERFORMING ANY

OPERATIONS WITH THE USE OF THE PLATFORM OR BASED ON THE INFORMATION PROVIDED ON THE PLATFORM.

RISKS RELATED TO DIGITAL ASSETS

Since the Services provided via the Platform are related to the crypto assets (or the Digital Assets as referred to and defined below), including but not limited to cryptocurrencies, You need to know that any kind of operations with such Digital Asset involves significant risk.

For Your information, We prepared a table with a general description of the key risks and their potential negative consequences. Before You study the table, **please note that there are also other potential risks that may not be foreseen in the table below.**

1. Value Fluctuation:

The value of virtual Digital Assets has high volatility (i.e., value can increase and decrease significantly in a very short period and at any given moment).

The value of a virtual currency and collapse in demand may be influenced by many factors, including loss of confidence in the currency,

changes in software development, government decisions, creation of a competitive currency, technical problems, political or non-political statements, statements of influencers and news, and hacker attacks.

A significant depreciation in the value of the Digital Assets

2.	No Governmental Backing: Generally, Digital Assets are not backed by the government or their issuer (the exemption is Central Bank Digital Currencies - CBDCs). Therefore, they have a risk that sets them apart from traditional fiat currencies because they are not issued by governments, backed by tangible commodities or goods, or registered in the official registry. Digital Assets are intangible, decentralized, backed only by technology and trust. No central bank or other institution can take any measures to protect the value of Digital Assets.	Loss of the funds used to obtain the Digital Assets
3.	Regulatory Prohibitions: In most countries, Digital Assets remain in the grey area of regulation and legislation related to cryptocurrencies, and Digital Assets are constantly developing and changing. The negligence in terms of the initial review of Your local legislation and further updating of regulation amendments of Digital Assets in Your country of residence and citizenship may cause the infringement of the relevant legislation and(or) forced sale of the Digital Assets and(or) payment of the fines.	The forced sale of the Digital Assets; fines and other punitive sanctions

4.	<p>Security Breach: Your access to the Digital Assets within Your Wallet depends on Your knowledge of Your seed phrase, and(or) login-password pair, and other identity verification means used by Your Wallet system (email, telephone number, etc.). It is exposed to situations out of the Company's control, where Users forget the seed phrase, disclose the login password,</p>	Lose access to / lose Digital Assets
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	pair and other identification details to third parties, lose devices containing the login/password, and other human factor risks.	
5.	<p>Third Parties Fraudulent Practices: We do everything possible to combat the third parties' websites/platforms that may copy the Platform and(or) communication means to get access to Your login-password pair and(or) other identification means. Such information is the key to verifying an individual's identity using the Wallet. Where such data is used by third parties, it is next to impossible to prevent their access to the Wallet before the loss of assets stored at the Wallet before Your personal notification of Your provider.</p>	Loss of Digital Assets

Considering the aforementioned, and to minimize the potential risks, We strongly advise You:

- a) To study all information related to the background of Digital Assets before any actions related to Your use of the Platform and Services;
- b) To keep Yourself updated on the Digital Assets market conditions during the whole period of use of the Platform and Services;
- c) To keep Yourself updated on the laws and regulations related to the Digital Assets in the country of Your citizenship and residence, including, but not limited to, counseling with external legal advisories;
- d) To be careful and keep Your login, seed phrase, passwords, private keys, security codes, and words for Yourself, as well as change them regularly and follow other security instructions as may be recommended by Your Wallet provider;
- e) To use all possible means of authentication provided by the Platform;
- f) To assess the Platform only through the following link <https://www.dexhunter.io/>;
- g) To verify the correspondence of the email address and other contact details to those provided in present Terms and(or) within the Platform every time during communication with Us before any response.

Please do not trust any discount or promotion-related information that is not provided within the Platform directly.

The Company should not be responsible and will not compensate You for any losses caused by transmitting Digital Assets to any addresses not directly provided within the Platform.

In case You find any link that is presented as the link to the Platform and(or) other DexHunter software products on the external forums and other websites, in no case open such links nor transfer

any fiat or virtual assets with the use of such links and immediately contact Our support team.

DEFINITIONS

If any of the words used in the text of the Terms starts from the capital letter, it shall be understood and interpreted in the way foreseen by the present section of the Terms.

“Platform” means a set of information, web forms, software, hardware, and intellectual property objects (including computer software, database, graphic interface design, content, etc.) that belong to the Company and can be accessed from various User devices connected to the Internet through special web browsing software (browser) at “dexhunter.io” domain, including domains of the following levels, to get access to the Services.

“We”, “Us”, “Our” and **“Company”** means ArrowBow Software Solutions Ltd, a company incorporated under the laws of British Virgin Islands, business company number: 2161338, email: support@dexhunter.io.

“You” and **“User”** mean individuals who conform to the eligibility requirements foreseen herein, connect his/her Wallet, and use Platform and Services.

“Digital Assets” means encrypted or digital assets that, among other purposes, can be used as cryptocurrencies based on blockchain and cryptography technologies and issued and managed in a decentralized form. The Digital Assets include non-fungible tokens (NFT).

“Services” means all services provided by the Company through the Platform, including Swap Services, Alert Services, and any other Services as may be described on the Platform.

“Swap Services” means the Services of automated analysis of multiple exchange offers through various third-party exchange platforms to identify the swapping combination that maximizes the amount of the Digital Assets the User wishes to obtain as the result of the swapping transaction and performance of the identified combination of swapping operations.

“Alert Services” means the Services of automated notification about certain qualities of selected Digital Assets according to the criteria chosen by the User.

“Wallet” means software or hardware that enables users to store and use Digital Assets. **“Fees”** means a commission charged by the Company in consideration for the Services.

“Third-Party Services” means Services provided by third-party companies not affiliated with the Company, information on which can be found on the Platform.

“HUNT Token” means a Company’s cryptographic utility token issued on the Cardano blockchain and designated as “HUNT” or “HUNT Token”, which is used for the discounts for the Services and other purposes as described within the Platform.

“KYC/AML Verification” means a verification procedure, the primary purpose of which may be to confirm the identity of the User and the source of the Digital Assets to identify any potential risk of money laundering, terrorism financing, fraud, or other financial crime and comply with AML/KYC legislation requirements. This procedure includes providing additional information and documents by Users to the Company through the Platform and verifying such information and documents by the Company. Specific provisions governing the Company’s conduct of this procedure are set out in DexHunter AML/KYC Policy, the link to which can be found above.

If this document uses any terms that have not been defined above or under the remaining part of the document, such terms need to be understood in the way they are interpreted in the Annexures, applicable laws, and regulations and only as a last resort according to standard practice.

1. ELIGIBILITY

1.1. To be eligible to use our Platform and Services, You shall simultaneously correspond to the following conditions during the whole period of use of the Platform and Our Services:

- a. Reach the age of 18 years old or other majority age of Your jurisdiction;
- b. Have full legal capacity to enter into legally binding agreements, including but not limited to present Terms;
- c. Reside in a country where the relevant Services and Platform are accessible and not forbidden by the local laws and regulations;
- d. Obtain clearance from the Company as the result of KYC/AML Verification to the extent required by DexHunter AML/KYC Policy;
- e. Use Services only for transactions with the legally obtained Digital Assets that You own;
- f. Use the Digital Assets that belong to You and are not sold, encumbered, not in contention, or under seizure, and neither third party has any rights of;
- g. Use the Platform only for lawful purposes that are not related to terrorism, fraud, scam, or any type of illegal activity; and
- h. Use the Services only for Yourself and not on behalf of any third party unless You have obtained prior approval from the Company.

1.2. We strongly advise You to obtain advice from relevant legal professionals to ensure that Your use of Our Service complies with the laws and regulations of Your citizenship and residence.

1.3. We hereby reserve the right to refuse You access to the Platform and(or) suspend the rendering of all or any of Our Services where We have any grounds to believe that any of the requirements provided in the present chapter of the Terms are not fulfilled, or any other conditions required such actions and provided by these Terms and their Annexures are present.

2. ACCEPTANCE OF THE TERMS

2.1. You shall be deemed as You carefully studied the entire text of these Terms and all their Annexures and unconditionally and unequivocally accepted present Terms and their Annexures once You connect Your Wallet to the Platform.

2.2. Along with Your acceptance of the present Terms and their Annexures by connecting Your Wallet to the Platform, You confirm and warrant the Company the following:

- a. Your conformance to the Platform eligibility criteria;
- b. You have reached out to advisors, counselors, and(or) Us, as well as took any other actions required to clear all uncertainties regarding the meaning of the conditions foreseen by these Terms and their Annexures;
- c. You totally understand the nature of the Services You may be provided by the Company according to these Terms;
- d. You will not be furthering, performing, undertaking, or engaging in any unlawful activity through Your relationship with Us or through Your use of the Platform; e. Your use of Services and Platform will comply with these Terms and their Annexures, laws, and regulations of the country of Your citizenship and residence, the country where Our Company is registered, and any other jurisdiction applicable to Our relationships under these Terms;
- f. All the information You provided Us is true, accurate, and current.

2.3. It is Your sole responsibility to track the accuracy of the information You provided Us previously during the whole period of use of the Platform and Our Services. Please be noted the

Company shall bear no liability for Your losses where outdated or inaccurate information has caused an inability to use the Platform and Our Services.

2.4. In case You have any problems or questions regarding the Platform use, please contact Us at the contact details provided in the present Terms and within the Platform website.

3. SERVICES

3.1. The Services within the Platform include (i) Swap Services and (ii) Alert Services and become available to the User after the connection of his/her Wallet to the Platform.

3.2. You may be requested to perform the KYC/AML Verification by the Company. In such cases, the Services become available to You upon completing the KYC/AML Verification.

Swap Services

3.3. The Swap Service is essentially a software that enables Users to perform transactions within one or several third-party exchange platforms by registering swap orders on such third-party exchange platforms.

3.4. The Users should connect their Wallets to the Platform to be able to use the Swap Services. The Company does not provide Wallet services and has no control over the Wallet connected by the Users to the Platform and(or) third-party exchange platforms. The Company also has no access to the User's Digital Assets stored in his/her Wallet. In case of any loss of Digital Assets from the Wallets connected to the Platform, the Users should contact their Wallet provider directly.

3.5. The swap order is registered only where all the following conditions are fulfilled:

- a. The Digital Assets available on the User's Wallet equal or exceed the sum of Digital Assets specified under the swap order;
- b. The amount of Cardano tokens (**ADA**) available on the User's Wallet equals or exceeds the amount required to cover the Fee for the relevant swap order as indicated on the Platform;
- c. The swap order corresponds to the minimum and maximum amounts of swapped Digital Assets (if applicable).

3.6. The Users should remember that the Platform is based on the Cardano blockchain developed by a third-party entity not affiliated with the Company. The Company has no control over the transaction records on the Cardano blockchain. The Company has no ability to reverse the transactions performed with the use of the Platform.

3.7. The Users should check the amount and type of Digital Assets they selected for the swap transaction before confirming the swap transaction within the Platform. The Company should bear no liability if the User provides the wrong details of the swap transaction.

3.8. The terms of the swapping transaction are provided to the User every time the User enters relevant details in the relevant window of the swap section of the Platform. The submission of the swap order by the User should be considered as his/her full and unequivocal consent to the terms of the swapping transaction.

3.9. The Users are required to have a relevant amount of Digital Assets in their Wallets to be able to submit orders for the swap transaction within the Platform successfully.

3.10. In case the swap transaction is recorded as performed within the Platform, but the User's Wallet

lack in whole or in part the Digital Assets that he/she should have received according to the record, the User should notify about this situation, the Company and his/her Wallet provider as soon as it is possible. The User should remember that in case of delay in notifying the Company, the Company may not be able to identify the reason for and(or) rectify the error, where possible. The User agrees to bear all negative consequences resulting from delayed notification.

- 3.11. The Company charges a Fee for the Swap Services, which is indicated under the swap transaction details. The User agrees with the Company Fee for the Services by submitting the swap orders within the Platform system. The Company is free to change its Fee for the Swap Services that may affect specific swap transactions at any time before the relevant swap order is registered by the User within the Platform. The change in the Fee should be effective only for future swap orders and should not affect already performed swap orders.
- 3.12. By registering swap orders on the Platform, Users acknowledge and agree to bear all losses caused by the Digital Assets market price fluctuation. The Company shall have no liability for the User's losses of the value of the Digital Assets received due to swap order execution.
- 3.13. The Company reserves the right to reject any User swap order before execution.

Alert Services

- 3.14. The Alert Service is essentially a software that enables Users to obtain information on the changes within the Digital Assets market according to the criteria selected by the Users.
- 3.15. The Alert Services of the Company are used by the Users only as a tool to receive information about the Digital Assets they select. In no case any information provided through Alert Services should be perceived as an offer of any kind.
- 3.16. Users should remember that the Digital Assets market is prone to constant change, and information provided through the Alert Services is accurate for a limited period of time. The Users should not blindly rely on the Alert Services but rather identify the best way these Services can be used for the goal they want to achieve.
- 3.17. The Company hereby reminds the Users that Alert Services may not take into the scope specific sources of information. The information provided due to the Alert Services may need more accuracy. The Company supports the practice when Users use the Alert Services in combination with other tools provided by third-party platforms.
- 3.18. Only Users decide how to act on the information obtained through the Alert Services. The Company should bear no liability for the results of using the information provided through the Alert Services.
- 3.19. The Company charges Fees for the Alert Services according to the details provided on the Platform.

4. DIGITAL ASSETS

- 4.1. The Company limits the range of the Digital Assets that can be subject to the Services. The Company provides an exhaustive list of such Digital Assets within the Platform.
- 4.2. In no case the Users shall consider the aforementioned list of Digital Assets as the recommendation to obtain/use such Digital Assets. The Company shall bear no liability for the losses of the Users in case he/she decides to use the crypto assets based on the fact of their

inclusion in the list of Digital Assets.

- 4.3. The Company hereby retains the right to amend the list of the Digital Assets at any time by including and(or) excluding some or all of the crypto assets from such list without prior notification of the Users.
- 4.4. In no case the Users shall consider any changes to the list of Digital Assets by the Company as a recommendation to buy/sell the crypto assets in question. The Company shall not be liable for any loss incurred by Users if they decide to dispose of the funds/crypto assets based on a change in the list of Digital Assets.
- 4.5. The Users are responsible for checking on the amendments to the list of Digital Assets daily. The Company shall bear no liability for the losses of the Users caused due to the modification of the list of Digital Assets.

5. THIRD-PARTY SERVICES

- 5.1. Third-Party Services include Wallet services and any other services, information, and links on which in any form provided within the Platform. These services are provided by external service providers not affiliated with the Company.
- 5.2. Any information on the Third-Party Services and the links to websites/platforms where Users can get the Third-Party Services (e.g., in the form of buttons, website sections) is provided exclusively for the information purposes of the Users and in no case shall be regarded as recommendations to use such Third-Party Services or any other services provided by such external service providers.
- 5.3. The Users should remember that such Third-Party Services are the subject to separate user agreements and(or) other documentation provided on the websites/platforms of external service providers. They are not subject to the present Terms and their Annexures. Users are responsible for carefully studying such documents and understanding all relevant terms and conditions on which they will be rendered Third-Party Services. In no case, the Company shall bear any liability for the losses of the Users derived from the use of the Third-Party Services.
- 5.4. The fees for the Third-Party Services are not included in the Company Fees and are to be paid separately according to the terms of user agreements and other documentation provided on the websites/platforms of external service providers.

6. FEES

- 6.1. In consideration for the Services, the Company charges Users the Fees.
- 6.2. The Fee rates may vary based on the Services, Digital Assets, and amount of Digital Assets for which Services are rendered. Users are provided with the exact amount of Fee after they input all relevant details of the Services within the Platform.
- 6.3. The Company charges the Fees in Cardano tokens (**ADA**). The Company is free to accept alternative Digital Assets for the payment of the Fees. The information on such other Digital Assets accepted by the Company (if any) is published by the Company within the Platform. The Company is free to limit acceptance of alternative Digital Assets for payment of certain Services and(or) certain Services with certain Digital Assets.
- 6.4. The Company reserves the right from time to time to amend the Fee rates at its discretion and

with prior Users' notification. New Fee rates apply to all Services rendered after the Fee amendment.

6.5. You hereby authorize the Company to deduct any owed Fees applicable according to these Terms from Your Wallet connected to the Platform. The Company deducts Fees along with the Service transaction, where Fees are applicable.

6.6. The Company can provide discounts to Users holding HUNT Tokens and other Fee reductions. The Company discloses specific conditions of such offers in detail within the Platform.

7. KYC/AML VERIFICATION

7.1. To prevent and mitigate possible risks of the Company being involved in illegal or illicit activities, the Company has established the KYC/AML Verification, specifics of which are foreseen by DexHunter KYC/AML Policy. A link to the DexHunter KYC/AML Policy can be found on the first page of this document.

7.2. The Company may conduct the ongoing monitoring of Your use of the Platform and may, at its discretion, require You to follow KYC/AML Verification where the monitoring reveals any red flags behavior. General factors that may trigger the enhanced KYC/AML Verification are disclosed in the DexHunter AML/KYC Policy.

7.3. You hereby agree to the validity and undertake to promptly provide the Company with any documents and information requested under the AML/KYC Verification.

7.4. The Company retains the right to reject Users' access to the Platform and use of the Services in any of the following cases:

- i. The Company has reasonable grounds to suspect that any piece of information provided by You to the Company is false;
- ii. The Company cannot reach You for the purposes of AML/KYC Verification during a reasonable period;
- iii. You refused to provide the Company information and(or) documents for AML/KYC Verification.

7.5. The Company shall have no liability to compensate You for any costs related to AML/KYC Verification costs.

8. IP RIGHTS

8.1. The Company grants You a limited, non-exclusive, non-transferable license to access and use the Platform software to render You Services strictly in accordance with present Terms and their Annexures.

8.2. All Company's intellectual property assets contemplating the Platform, including but not limited to all copyrights, trademarks, patents, trademarks, software code, icons, logos, characters, layouts, trade secrets, color schemes, graphics, images, and texts are protected by intellectual property laws and treaties.

8.3. The name "DexHunter", logotype, and corporate identity represent the Company's intellectual property.

8.4. All the above-mentioned objects belong to the Company and are its sole property, including all the material rights on the texts, graphics, content, trademarks, databases, etc., created by

third-party contractors, employees, Company consultants, and other Company partners.

- 8.5. You hereby represent and guarantee that You will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the intellectual property without the explicit written consent of the Company.
- 8.6. You hereby agree that all the above-mentioned objects are protected by copyrights, trademarks, or other respective intellectual property rights.
- 8.7. Nothing within these Terms, their Annexures, and the Platform should be construed as granting, by implication, estoppel or otherwise, any license or right to use any intellectual property displayed or used within the Platform without the Company's prior written permission.
- 8.8. To avoid doubt, the Company prohibits using any of its or its affiliates' logos as part of a link to or from any website unless the Company approves such use of its or its affiliates' logos in advance and in writing.
- 8.9. If You want to obtain a relevant license for using any objects, You need to contact Us under the contact details provided at the end of the present document.

9. SECURITY

- 9.1. We keep the top priority on User data and asset protection.
- 9.2. To access the Services for the first time, You will be required to connect Your Wallet to the Platform. The Platform is built so that the Company has no access to Your Wallet. Nevertheless, there are still some security risks that You should remember.
- 9.3. You should carefully use the seed phrase, login-password pair, and other credentials to access Your Wallet. You are responsible for keeping such credentials and devices used for access to Your Wallet safe at all times and maintaining adequate security and control of them. We strongly recommend You do not keep credentials on the shared repositories or in any other digital way that makes them easy to access.
- 9.4. Any loss or compromise of Your electronic device and(or) credentials of the Wallet may result in unauthorized access to Your Wallet by third parties and consequent theft of Personal Data and(or) Digital Assets.
- 9.5. You should never allow remote access or share Your device and(or) device screen with someone else while using the Wallet and(or) Platform.
- 9.6. We never ask You for any credentials and identification data related to Your Wallets. We also never ask You to transmit any funds and virtual currency to accounts and addresses, which are not directly provided within the Platform.
- 9.7. You should always verify the authenticity of the Platform website prior to entering any of the credentials and identification data.
- 9.8. Where (i) You suspect that Your identification data for Your Wallet have been compromised or (ii) You have any information on the happened or alleged violation of laws with use of Platform, You must immediately notify Us via email provided at the end of this document and take actions You may be requested by the Company in order to mitigate the negative consequences.

9.9. We are not liable for any damage or interruptions caused by any viruses or other malicious code that may affect Your devices, or any phishing, spoofing or other attack. Please be aware that SMS and emails are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Us.

10. USER GUARANTEES AND OBLIGATIONS

- 10.1. Users shall respect and follow these Terms and their Annexures, as well as other rules provided within the Platform.
- 10.2. Users must act truly and transparently when completing the KYC/AML Verification. Users are obliged to immediately provide the Company with any changes in personal information being provided to the Company within the KYC/AML Verification.
- 10.3. Users guarantee that they will not use the Platform in the name of any third party, meaning that they are fully responsible for all activity that occurs under the Wallet or using their secret (seed) phrase and(or) other credentials.
- 10.4. Users shall not use the Platform and Services for any purpose that is illegal, unlawful, unethical, or inconsistent and(or) contrary to these Terms and the purpose for which this Platform was created.
- 10.5. The Company reserves the right to investigate all violations of these Terms and their Annexures, threats, and unauthorized use of the Platform and will act accordingly and in a manner that is considered appropriate, including, among other things, reporting on suspicion of illegal activities to the competent law enforcement authorities or other authorized third parties. If necessary and bound by the law, the Company will disclose all the relevant information to the above-stated authorities, including personal names, emails, IP addresses, search history, etc. You also acknowledge that You will not perform any activities that would, at our discretion, constitute or represent a disproportionate and excessive burden on the Platform and related infrastructure.
- 10.6. Where the User violates any laws that apply to him regarding using Our Services or the above-stated requirements, the Company has the right to take all necessary measures directly, including but not limited to the cancelation of access to the Platform, and even though the form of action to prosecute the User legal responsibility. In such a case, the Company shall inform legal authorities about such User and reserves the right to announce such User publicly to ensure the safety of other Users, exchanges, people, institutions, governments, and states.
- 10.7. We do not guarantee the identity of any User or third party, and We will have no liability or responsibility for ensuring that the information You provide is accurate and complete.

11. INDEMNITY

- 11.1. To the full extent permitted by the applicable law, You hereby agree to indemnify the Company and its partners against any action, liability, cost, claim, loss, damage, proceeding, or expense suffered or incurred if direct or not directly arising from Your use of the Platform, the Services or from Your violation of these Terms.

12. LIMITATION OF LIABILITY, EXCLUSION OF ANY WARRANTIES

- 12.1. Every User should exercise prudence in transactions with Digital Assets. Any Digital Asset may

be subject to a large volatility in value and may even become worthless. Users shall bear all losses due to such consequences through the fault of other Users. Each User shall also bear all losses resulting from errors in specifying transactions (including but not limited to types of Digital Assets, quantities thereof, and other factors).

- 12.2. The Company provides Services and Platform on an "**AS IS**" and "**AS AVAILABLE**" basis, with no further promises from the Company on the availability of the Services and Platform. Access to the Services may become degraded or unavailable during significant volatility or volume, including limitations on access to the Platform and Services, including the inability to initiate or complete swap orders, and may also lead to support response time delays.
- 12.3. The User shall bear any loss resulting in his/her own fault or error, including but not limited to not timely trading operations, forgetting or leakage of passwords, cracked passwords, secret (seed) phrases, or private keys from his/her Wallet, and(or) the invasion of the User's device by the third person.
- 12.4. Although the Company does everything possible to provide accurate and timely information within the Platform, it may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. You should verify all information within Platform before using it, and all decisions based on information contained within Platform are Your sole responsibility.
- 12.5. The Company shall not be liable for any direct, indirect, punitive, incidental, consequential, and other damages or loss of data, profits, goodwill or reputation, personal injury or any other damage resulting from the following: (i) Your access and use of Platform and(or) Services, (ii) Your inability to use the Platform and(or) Services (iii) any information or content contained within Platform.
- 12.6. The Company does not make any representations and excludes any warranties, expressed or implied, to the fullest extent possible under the applicable law regarding the relevance, reliability, availability, timeliness, and accuracy of the Services and Platform information, the content of the Platform and links to third party websites within Platform.
- 12.7. The Company shall not be liable for failure to fulfill its obligations under these Terms if such failure results from any reason beyond its reasonable control, including, *inter alia*, force majeure, hacker attacks, mechanical, electoral, and communication impairments, or deterioration.
- 12.8. The Platform, Services, information, and content on it are provided without any warranty of any kind.

13. TERMINATION, RESTRICTION, AND CHANGE OF SERVICES

- 13.1. The Company retains the right at any time and at its own discretion to change the Services content and(or) may also interrupt, suspend, or terminate the Services without prior notification of the Users.
- 13.2. The Company hereby retains the right at any moment, for any period, and without prior notice to suspend User access to some or all the Services and to suspend User's access to the Platform where any of the following conditions are met:
 - a. Any information provided by the User to the Company for KYC/AML Verification purposes is false, inconsistent with the information at the time of registration or later and failed to provide reasonable proof;

- b. User violates the Terms and their Annexures, as well as any applicable laws and regulations, including but not limited to using the Platform for illegal activities; c. When it is required according to applicable laws or regulations and requirements of the competent public and local authorities;
- d. When it is required for the security purposes of the Platform.

13.3. In cases where the Company suspends User access to some or all the Services and(or) Platform, it shall bear no liability for all associated losses of the User.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

- 14.1. These Terms shall be governed by and interpreted in accordance with the laws and regulations of British Virgin Islands.
- 14.2. User and Company hereby agree to notify each other in writing of any dispute within sixty (60) days of when it arises. The Company can use any contact information the User provides to send a notice. While the User shall send notice to support@dexhunter.io.
- 14.3. Users of the Services agree that any dispute, controversy, difference, or claim arising out of or relating to the Terms, including the existence, validity, interpretation, performance, breach, or termination thereof, shall be referred to and finally resolved by a mediation procedure according to the laws and regulations of British Virgin Islands, before taking the case before the court.
- 14.4. Should the dispute not be settled in a mediation procedure, the interested party can present the dispute before the Magistrate's Court of British Virgin Islands per the Company location.

15. TRANSFER AND ASSIGNMENT

- 15.1. You may not assign or transfer any of your rights or obligations under these Terms and their Annexures without prior written consent from the Company, including by operation of law or in connection with any change of control.
- 15.2. We may transfer or assign our rights and(or) obligations under these Terms and their Annexures at any time without Your approval, including as part of a merger, acquisition, or other corporate reorganization involving the Company.
- 15.3. These Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

16. ENTIRE AGREEMENT

- 16.1. These Terms contain the parties' entire agreement regarding the use of Platform and Services and supersede all prior and contemporaneous understandings between the User and the Company regarding the same subject.
- 16.2. In the event of any conflict between these Terms and any other Your written agreement with the Company, the terms of that other agreement will prevail if these Terms are specifically identified and declared to be overridden by such other agreement. Our failure or delay in exercising any right, power, or privilege under these Terms shall not be deemed as a waiver thereof.
- 16.3. The invalidity or unenforceability of any of these Terms shall not affect the validity or

enforceability of any other of these Terms, all of which shall remain in full force and effect.

17. AMENDMENTS

- 17.1. The Company hereby reserves the right to amend these Terms at its own discretion at any reasonable frequency rate by posting them within the Platform. The new version of the Terms will include an update date on its first page.
- 17.2. The User undertakes at own risk to keep himself/herself updated with the Terms amendments and do the following: (i) to memorize/make a note of the date of the last update provided in the Terms (e.g., to save a copy of the Terms and their Annexures, etc.) upon the initial use of the Platform and any time after the amendment, (ii) to visit regularly the relevant page of the Platform and study the entire document of amended Terms in case of change of the update date.
- 17.3. In case You do not agree to any of the amendments on the Terms, You shall immediately terminate the use of the Platform and Services.

18. CONTACT US

If anything is left unclear in the text of these Terms or any of their Annexures, we will be happy to clarify their provisions.

For questions about these Terms, please contact us via email support@dexhunter.io.