

Capital DEX Terms of Service Agreement

Last updated: 12 April 2021

Greeting and Welcome to CapitalDEX Terms of Service!

TLTR: Following are the terms of service which reflects the rights and obligations and our disclaimers and limitation of legal liability. By accessing or using any part of this Interface (*defined below*) you agree to be bound by these terms of service. Please read these terms of service carefully.

PREAMBLE

1. This Capital DEX Terms of Service Agreement (hereinafter called the “**Agreement**”) are entered into between CurioDAO (hereinafter called “**Company**”, “**we**”, “**our**”, or “**us**”) which provided the website-hosted user interface <http://capitaldex.exchange/> (the “**Interface**” or “**App**”) and you or the company or other legal entity that you represent (“**you**” or “**your**”). This Agreement sets out the terms and conditions (the “**Terms**”) under which you may access and use the Interface.
2. You hereby by the use/access of the Interface confirm and signify that you have read, understood and agree to be bound by this Agreement in its entirety. If you choose not to agree with the Terms set out in this Agreement then you are not authorised to access or use this Interface. You will be governed by this Agreement even if you do not have a registered account with us.
3. **Background & Applicability:** The Company through its Interface provides access to the decentralised protocol on the Ethereum blockchain which allows the suppliers and borrowers of certain digital assets to take part in the tokenized risk management (the “**Protocol**”). The Company has made an effort to conceptualize the crypto asset which is a decentralized exchange that is based on the concept of blockchain technology (“**Crypto Asset**”).

This Agreement is applicable or uses which includes but not limited to the following:-

- our website which is located at <<http://capitaldex.exchange/>> (the “**Website**”),
- the Capital Exchange high-performance decentralized trading and payment platform (hereinafter “**Capital DEX**”),
- the User account (the “**Account**”),
- the Wallet consisting of different blockchain wallet addresses upon different chains (the “**Wallet**”),
- the Capital DEX Extension (the “**Curioinvest Extension**”),
- our iOS/Android mobile application (the “**App**”) and
- any use of other services related to or utilizing any of the foregoing

which we refer to in this Agreement, collectively, as our “**Services**.”

I. TERMS FOR ACCEPTANCE:

TLTR: You will be bound by the Terms of this Agreement if you click on “I Agree” button and if you choose to use CapitalDEX and the CurioInvest Extension.

4. **Consent to Terms:** "I Agree" button represents that you have understood the Terms of the Agreement and you consent to be governed by such Terms and acknowledge their contents. By using CapitalDEX and the CurioInvest Extension you consent and confirm to not only our the Privacy Policy for non-US jurisdiction and this is available and printable at <https://www.curioinvest.com/privacy> but also any documents and additional terms that is incorporated by us. If you choose not to be bound by these terms then it is advised that you may not use the CapitalDEX and the CurioInvest Extension.
5. **No Co-operative Entity:** You also acknowledge and represent that after accepting the Terms of this Agreement or download of the CurioInvest Extension software or the use of any Capital DEX Services will not constitute this a constitute, a partnership, association, joint venture or other co-operative entity between the Company and you.

II. SERVICES

TLTR: The use of Virtual Currency (defined below) and the details of the Services that we provide are detailed below. It also mentions about the Terms for the use of Virtual Currency.

6. **Virtual Currencies:** The Services included currency which is virtual, that is, it is a user interface that gives access to an online, decentralized and autonomous protocol and environment that provides price information and autonomous smart contract mechanisms of digital tokens or digital assets ("**Virtual Currency**"). This provides for the facilitation of liquid pools for market structuring and decentralized lending by way of tokenization of peer to peer loan and supply of API-raw execution Virtual Currency data.
7. **Risk Relating to Virtual Currencies:** The Company is a developer of the software. As our Services provide an interface to submit instruction which is for the other users in order to process the Virtual Currency transaction, all the transaction which is by way of these Services are executed peer-to-peer directly to the user's digital wallet by way of the smart contract. The use of these Services is at your own risk. It is not in our control to operate virtual currency or derivatives exchange platform or offer trade execution or clearing services and therefore we do not have oversight, involvement or control upon your Virtual Currency or your activities relating the same which includes any instructions given through the Services. We represent and warrant that we do not transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any Virtual Currency, security, financial instrument, or other digital or physical asset and transactions that is performed on third-party platform which is subjected to any associated third-party terms.
8. **Rights to Make Change in Services:** We authorise and represent that we reserve the right in our sole and absolute discretion to make changes relating to but not limited to our Services, including adding new Services, modifying existing Services or suspending, discontinuing, or terminating your access to any or all portions of our Services.
9. **Additional Terms:** There might be additional terms and condition subject to some of our Services. These terms are posted separately but it forms a part of these Terms if you are willing to access those features.

III. MODIFICATION

TLTR: The Company changes its Terms from time to time and it will be applicable to you only if you click on "I Agree" button each time such change is made.

10. **Updating of Terms:** The Company has a right to modify the Terms of this Agreement and this modification includes but does not limit to changes in our Services, technology and regulation, and for other reasons. If such modification is made, we will provide you with a notice of these changes by posting the updated Terms on the Website and changing the "Last Updated" date on the first page. You would have to again click on "I agree" button to make known your consent with the modified Terms after the effective date of any change. These modified Terms will become effective as soon as the terms as accepted by the User. Once the Terms are amended the withdrawal period pursuant to Section XVIII shall be initiated.

IV. ELIGIBILITY

TLTR: You will be responsible for the laws that apply to you in your own country to use the Services of the Company. There are a list of prohibited location and the account holder in these locations are prohibited to use the Services of the Company.

11. **General:** You represent and warrant that by accessing and using our Services you will not breach any laws that is applicable to you in your country of residency and/or the citizenship prohibits you from accessing and using our Services. You represent and warrant that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or excluded or denied persons, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its Member States, or any other government authority. Additionally, you acknowledge that the Company is not liable for your compliance and failure to comply with such laws of your country. You also represent and warrant that you will not under any circumstances use our Services for any illegal activity, including without limitation money laundering, fraud, blackmail, extortion, ransoming data, financing of terrorism or any other violent activities or prohibited market practices.
12. **No Responsibility for your Jurisdiction:** We make no representation or warranties that the information, products or services that is provided by way of our Services or our content are appropriate for access or use in your jurisdiction. The Company reserves the right to limit the availability of our Services or the provision of any of our content to any person, geographic area, or jurisdiction, at any time and in our sole and absolute discretion.
13. **Prohibited Locations:** CapitalDEX does not provide its services to corporate account of entities or personal account that are located in, resident in or established in Afghanistan, Bangladesh, Bolivia, Burundi, Central African Republic, Crimea Region, Cuba, Dem. Rep. Congo, Ecuador, Eritrea, Republic of Guinea, Guinea-Bissau, Hong Kong, Iran, Iraq, Kyrgyzstan, Lebanon, Libya, Mainland China, Mali, Burma (Myanmar), Namibia, Nepal, North Korea, Singapore, Somalia, Sudan, South Sudan, Syria, United States, Venezuela, Yemen, Zimbabwe (*refer KYC policy*). The list also included corporate accounts located in or a resident of British Virgin Islands. You agree not to use any technology in order to access the Services by avoiding these Terms.

V. CURIOINVEST EXTENSION, THE APP AND THE WEBSITE

TLTR: The Section mentions tools that are required to browse blockchain-enabled services.

14. **Tool for Blockchain Enabled Service:** The Company provides a tool to browse blockchain-enabled services which includes but it does not limit to Wallet and the CapitalDEX Services ("**Curioinvest Extension**"). This Curioinvest Extension can be downloaded from the Website.
15. **Mobile App:** Our App is iOS/Android friendly mobile application that enables you to use our Services that is provided by the Company. These Services include but does not limit to Wallet and the CapitalDEX Services through app on your smartphone or any other electronic device.
16. The Website provides for the Services by the Company that includes but does not limit to the Wallet and the CapitalDEX Services by way of a browser.

VI. USER ACCOUNTS

TLTR: The entire Section talks about the Terms of opening and Account with the Company. This Clause reflects on the documents that you have to submit and the process in which this Account actually works.

17. **Opening an Account:** You need an account to access all the Services and you will need to register a personal user account (the “**Account**”). In order to open an Account you need to submit current, complete and accurate information as requested on the registration page. This information shall include but does not limit to personal information, your full name, resident address (including country of residence), email address, date of birth, taxpayer identification number, nationality, government identification number, photograph of your government-issued ID or other photographic proof of your identity, information regarding your business and information regarding your bank account. In order to open a corporate Account you have to provide the following additional information which includes but does not limit to company name, legal form, registered office (address including domicile), date of incorporation, place and date of entry in the public register (if any), as well as the names of the bodies or trustees formally acting on behalf of the legal entity in relation to the legal entity which is subject to due diligence. You agree to regularly update this information so that the information is complete and correct at all times.
18. **Protection against Fraud:** You provide an authorisation to the Company to verify directly or by way of third party your identity as we consider necessary to protect against fraud including but not limited to:
- querying identity information contained in public reports (e.g., your name, address, past addresses or date of birth); and
 - taking action the Company reasonably deems necessary based on the results of such inquiries and reports.

You also authorise all third party to which such inquires or requests may be directed to fulfil such inquiries and requests.

The Company holds no liability or responsibility for any permanent or temporary inability to access any of the Services provided which also includes your inability to interact with the service provider on the Website which is a result of any identity verification or other screening procedures.

You are requested to create and authorise unique user account credentials which may include one or more username, password, pin code, API key, two-factor authentication instance or other access controls (the “**Account Access Information**”). The Company has the authority to store in your encrypted Account Access Information in its Central Accounts Service (CAS).

19. **Role of CAS:** The task of this CAS is to manage user account and authenticate users that is spread across all Services. The very essential role that CAS plays is to store encrypted key data which is on behalf of a user and serve it to the client software. These key data include these blockchain keys, for instance, NEO and Ethereum, which is used for state-signing and also RSA keys that is used to authenticate requests with the matching machine. At no point of time will the Company have this raw key data and it only stores the Account Access Information only to such an extent that it can be decrypted from the user's end and interact with the Exchange.
20. **Responsibility for Security:** You agree to maintain the security of your Account by protecting the Account Access Information from unauthorised access or use. You must immediately inform the Company if you discover or suspect any unauthorised access or use of Account or any security breach related to the Account. You are responsible for any activity related to your Account and you hereby declare to accept all risk of any authorised or unauthorised access to the Account. The Company may restrict you to register an Account or limit the number of Accounts that you hold at your sole discretion.

VII. WALLET

TLTR: You will be solely responsible for this account Wallet and any security relating to your Wallet.

21. **Creating Wallet:** When you try to create an account with CapitalDEX then you will be prompted with a proposal to create a Wallet. This Wallet will have account wallet and a trading wallet and each of this will have several blockchain wallet addresses upon different chains. The dealings with these Wallet is only possible by way of cryptographic private keys which will be provided to you in an encrypted form and this will be never stored by the Company therefore it will never give the Company an access to user's Wallet. The trading wallet is a part of the Smart Contract System. Transfers can be made only between the trading and the account Wallet and not directly to an external addresses.
22. **Wallet Access Information:** Your Wallet (and the token that it contains) is encrypted and is available only with the access information and codes that is issued to you when you create your Wallet ("**Wallet Access Information**"). As your Wallet may be subjected to hacking attempts we suggest you to create a strong code as a password to your Wallet.
23. **Company's Control on Wallet:** Although CurioInvest Extension enables you to access your Wallet with ease, the Company in no way has access to your Wallet and the tokens it consists of, hereby establishing that Company has no control over the use of your Wallet. You therefore, acknowledge and understand that the sole responsibility of the Wallet lies with you. The Company therefore, has no liability whatsoever regarding the use of your Wallet and/or tokens that is held in or controlled via Wallet.
24. **Responsibility of Wallet:** The Company shall never deemed to be liable or accountable for any loss or damages with respect to your failure to keep your Account or Wallet Access Information protected. You hereby acknowledge and accept that you will be solely responsible for the security of your Wallet as well as token that it contains.
25. **Exchange Rate:** The exchange rate that is displayed on Curioinvest platform for Nation currency exchange rate is from www.coinmarketcap.com.

VIII. SUSPENSION OF ACCOUNT AND BLOCKAGE OF FUNDS

TLTR: The reasons for blocking of your Wallet by the Company are provided below. In such cases you will not be able to access the funds in your Account.

26. **Account Blocking:** It is upon Company's sole discretion to suspend your Account temporarily or permanently. The reason for such suspension can be the reasons that include but does not limit to:
 - inconsistent information regarding the identity of a User,
 - a pending compliance or security review,
 - the request of a third party or the request and/or order of an authority, governmental body, regulator, legal entity, law-enforcement agency etc.

You understand and agree that you will not be able to access your funds in such situation of suspension. It is upon the discretion of the Company to decide which reasons are deemed valid for the suspension of an Account. The Company deems and declares that it will not be held liable for any losses that is suffered as a result of any suspension or termination of access to the Service whereby its liability is only excluded in case for slight negligence.

27. **Temporary Block:** Furthermore, it is upon the sole discretion of the Company to block your withdrawal for funds from the trading part of the Wallet to the account Wallet for a maximum of 24 hours. After this blockage period of 24 hours, the funds will be automatically transferred. You understand and acknowledge that in the event of an aforesaid blockage and any transfer of your funds from the trading wallet to your account wallet is not feasible. The reason for this blockage is rested on the sole discretion of the Company. Although Company has a right to block your Account but at no point of time will the Company have any access or control over the use of your Wallet.

IX. THE CapitalDEX

TLTR: The concept of working with Matching System is detailed below. It mainly focuses on the process of buying and selling and the Terms related to it.

28. The CapitalDEX has four important components (collectively referred to as "**Software**"):

- the *matching engine*, which takes orders from users and matches them with one another;
- a *state-signing protocol* that governs off-chain interactions between users and the matching engine;
- a *central accounts service*, which provides user identity and authentication services for the system; and
- the *smart contracts* (collectively referred to hereinafter as the "Smart Contract System") that users interact with to move funds into and out of the Exchange.

29. **Matching System Process:** Although the Company is not a part of trading pairs with regards to Crypto Assets but it conducts Matched Principle Trading ("**Matching System**") are indicated accordingly on the CapitalDEX. The Crypto Asset exchanges that is initiated by the you under this Matching System are executed on a multilateral basis. The Company matches this buying as well as selling interests of the Users as per the Crypto Assets at its own discretion ("**Matched Principal Trading**").

30. **Settlement of Crypto Assets:** Once the interest of the buy and sell side matches, the Company facilitates the settlement of the Crypto Assets of Users. Settlement is automatically initiated by use of Matching Engine and Smart Contract System.

31. **Transaction and CapitalDEX's Control:** Any transaction that is related to the Service is executed outside CapitalDEX's direct or indirect control. CapitalDEX's does not in any way interact with the Virtual Currency that is involved in any stage of the transaction. As the Services provided is dynamic you may see the features come and go as we try to improve our experiences and services for users.

X. YOUR USE OF SERVICES

TLTR: This Section highlights about the risks that is involved and your responsibility. It further mentions that the Services are subject to alteration upon the discretion of the Company.

32. **Risk Involved:** You represent and warrant that by accessing and using of the Services you represent and warrant that there are an inherent risk that is involved with dealing of Virtual Currency and the technologies that is involved with includes but does not limit to cryptography and blockchain and you ascertain that the Company is in no way responsible for any losses or damages that is associated with these risks. You specifically acknowledge and agree that the Services facilitate your communication with the decentralized network and technology and it is beyond our control over any blockchain or Virtual Currencies and this cannot ensure that any transaction details that you submit or receive by way of our Service will be confirmed on relevant blockchain and this do not have the ability to process any cancellation or modification request concerning your transactions.

33. **Alteration to Services:** The Company reserves the right to sole and absolute discretion in order to make changes to the operation and providing Services. These changes include but do not limit to adding new services, modifying existing services, or suspending, discontinuing, or terminating your access to any or all portions of our Services. Some of the Services may be subject to additional terms and conditions that are posted separately but forms a part of these Terms if

you decide to use of access those features.

XI. FEES

TLTR: This Section mentions about additional charges that you may have to pay relating to certain transaction.

34. We do not charge any fee to access the Services but there are certain exceptions where if you use certain functionality, you may incur fees when you use such Services. Following are the charges that is involved when these Services are used:-

- **Third Party Fee:** The Company provides the API and other services to a third party which is on a Software-as-a-Service basis. If the Services are access through a third party platform or service any fee that is charged exclusively and solely by such third party services or platform and not by us.
- **Blockchain Charges:** As per your usage of the Services, you agree to pay and abide by the cost that is essential to conduct a transaction such as a 'gas' cost on the Ethereum network, for the computational resources that is to be provided in order to perform the transaction on the particular blockchain. As per your update and information we will take the initiative to provide you with an accurate estimate of these charges but as this information are highly volatile and can change quickly we do not take any responsibility of the accuracy of this data. You hereby acknowledge the fact that the Company does not have any control over (a) any transactions related to Ethereum blockchain; (b) gas charges calculation and method of payment; or (c) any actual payments of gas charges. It is your responsibility to have sufficient balance of Ether stored at your Ethereum Address in order to finish any transaction on the Ethereum blockchain before initiating any Ethereum blockchain transaction.
- **Other Transaction Fees:** At times there might be certain fee that is associated with certain types of transaction. If you plan to use the Services in order to initiate a transaction for which a fee shall be charged by us then this fee will be reflected through the Services in order for you to confirm. In addition to this when you use certain functionality of Service, the Service displayed the actual amount that you shall receive upon successful completion of the transaction. In situations where the actual process of transaction will supersede the amount that is displayed to you at the time of processing the transaction (these amounts are referred to as "**Leftovers**"), you agree that you will not receive any Leftovers and these Leftovers will be collected to our account.

XII. RULES OF CONDUCT

TLTR: There are steps/rules that you have to abide by in order to use the Services. You should not be involved in illegal activities by way of this platform. The Company does not take any responsibility towards you or any third party for the transaction made by you or any liability arising out of Virtual Currency.

35. **Terms of Conduct:** The scope of the Service also include message boards, forums, chat rooms, or other interactive features that allow users to post, submit, publish, display or transmit to others content or materials ("**User Contribution**"). Your use of these Services and any of User Contribution amounts to your compliance with these Terms. You represent and warrant to refrain from:

- Transmitting, requesting, posting or making available or making by way of or in connection with the use of the Software any material that could be or may be: a) defamatory, libellous, fraudulent or otherwise tortious; b) illegal/non-compliant and or threatening, harassing, degrading, hateful or intimidating, or which otherwise fail to respect the rights and dignity of others c) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner d) illegal/non-compliant and or threatening, harassing, degrading, hateful or intimidating, or which otherwise fail to respect the rights and dignity of others;
- Transmitting, requesting, posting or making available or making by way of or in connection with the use of

the Software any virus, worm, Trojan horse, Easter egg, time bomb, spyware, scareware, malware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each called as "Virus")

- Transmitting, requesting, posting or making available or making by way of or in connection with the use of the Services any material or User Contribution that a) promote any illegal activity, or advocate, promote, or assist any unlawful act; b) violate the rights of a third party or consist of any material that could give rise to a civil and criminal liability under the applicable laws or regulation which may be in conflict with the Term and our Privacy Policy for non-US jurisdictions <<https://www.curioinvest.com/privacy>>; c) get involved in any commercial activities or sales, for instance, sweepstakes, contests or any other sales promotion, barter or advertising.
- The use of CapitalDEX for fraudulent purposes or otherwise any other tortious or unlawful activity which include but does not limit to illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data or the financing of terrorism, intellectual property infringement, or violent or abusive activities.
- Impersonate or attempt to impersonate the Company or Company's employee or any other User or third party
- Use or make an attempt to use other user's Account with permission
- Provide false, inaccurate or misleading information
- Get yourself engaged in conducts that restrict or inhibit anyone's use or enjoyment of the Service or which is determine by the Company to harm the Company or any of its users of the Service or expose them to liability.

36. **Rights for User Contribution:** The User Contribution that you may submit shall be considered to be non-confidential and non-proprietary. Your providing of User Contribution shall grant us our affiliates and service providers, and our respective licensees, successors and assigns the right to use, reproduce, perform, display, distribute or otherwise disclose any such material for any purpose. You hereby represent and warrant that you shall own and control all the rights pursuant in and to User Contribution. You therefore understand and acknowledge that you will be responsible and liable for the User Contribution that you submit and the Company does not hold any responsibility or liability for this. The Company in no way will be responsible or be liable for any third party for the content or accuracy of User Contribution that is posted by you or any other User.

37. **Blocking Rights:** If there is a situation where your Services are blocked (including blocking of your IP address), you agree not to overstep such blocking by any way (e.g. by use of proxy IP address or masking your IP address). Any transaction relating to illegal products or services is not allowed under the use of our Services. The Company reserves the right to suspend your Account temporarily or permanently or restrict your use if your action are violative of Section VIII.

38. **Company's Rights and Responsibilities:** As mentioned before that the Company does not have any control over the transaction made by using the Services, therefore, the Company does not own any liability towards you or any third party claim or damages which is brought to light a result of any action or transaction done by you. The Company will not be held responsible for any act or omission for any third party and it will not be liable for any damages that you may suffer as a result of an interaction with third party. The Company shall have a right to cancel or refuse to process any transaction under the applicable laws and regulations without any prior notice to you.

39. **Liability for Transaction:** Before making a transaction, you must review, obtain, or otherwise seek additional information or support. By the use of these Services, you represent and warrant that you understand that there may be risk involved while dealing with Virtual Currency and the underlying technologies shall include but does not limit to cryptography and blockchain and you agree that the Company is in no way responsible for any loss or damage that is in connection with these risks. Therefore, you agree and acknowledge that Services facilitate your interaction that is on decentralised network and technology and the Company has no control on these blockchains or Virtual Currencies and this cannot and do not ensure any transaction details that you submit or receive by our Services which is admitted on

the relevant blockchain and this do not have the ability to effectuate any cancellation or any modification that is requested with respect to your transaction.

XIII. RISKS OF BLOCKCHAIN AND SMART CONTRACTS

TLTR: You will be exposed risks while dealing with the Crypto Assets and the blockchain application and smart contract technology

40. **Responsibility towards Risk:** The User understands and acknowledges that the Company's advice is solely based on the execution-only service and this advice is not based on the merit of any particular transaction, trading risks or their tax consequences. The Company do not provide any opinion about the financial, investment or legal advice. If there is any market commentary or any other information that is provided from our end then such act is incidental to our relationship with us as the information provided shall not be considered as financial/investment advice. Any decision relating to the buying or selling of Crypto Assets is the sole decision and the Company will not be liable for any loss suffered.
41. **Risk Involved:** You understand and acknowledge that it is supremely risky to trade on Crypto Assets and the blockchain application and smart contract technology and protocols is in its nascent stage of development and therefore experimental in nature. All consequences for sending the Crypto Assets to the Smart Contract System is acceptable and acknowledged by you. A Crypto Asset transaction is not reversible. Once a Crypto Asset is sent from your end to an address, you shall accept the risk that there might be a possibility the you may lose access to your Crypto Assets indefinitely.
42. You acknowledge and ascertain that you understand the inherent risk listed hereinafter:
 - **Risk of Software Failures:** As the Software, the CapitalDEX, the Smart Contract System and other involved software and technology and technical concepts and theories are in its nascent stage of development stage and unproven therefore you acknowledge that there is no warranty that the process receives, use and owns Crypto Assets that will be uninterrupted and entirely error-free and why there is an inherent risk that they contain bugs, weaknesses and vulnerabilities that complete the loss of Crypto Assets. You ascertain and confirm that you will not hold the Company accountable for any related losses.
 - **Crypto Asset Risk:** There may be times when Crypto Assets may change or cease to operate as expected and this may result in the Crypto Assets being cancelled, lost, or otherwise losing all or most of its value. The Company hold the right to suspend or cease to support, transfer or trade any Crypto Assets on the Services at any point of time. The Crypto Assets may also lose most of its value because of the factors which includes but does not limit to the Company's termination or suspension of support, legislative or regulatory activity, changes to its characteristics, or market factors or manipulation. It is upon the Company to notify you by e-mail for the cessation of support 30 days in advance except in case where it is restricted by law or regulation. If these Crypto Assets are not withdrawn by you from your Wallet, then it might be lost.
 - **Regulatory Risk:** As blockchain technology allows new form of interaction then you understand and accept that there might be a possibility of jurisdiction which may apply along with existing regulations, or introduce new regulations concerning blockchain technology-based applications, which may be conflicting to the current arrangement of the Smart Contract System and which may have a consequence of considerable alteration of the Smart Contract System and/or the CapitalDEX and/or the business model of the Company and this might include its termination and the loss of Crypto Assets.
 - **Risk of Abandonment / Lack of Success:** You understand and accept that CapitalDEX may be left out for several explanations with includes but does not limit to, lack of interest from the public, lack of funding, or lack of commercial success or prospects (e.g. caused by competing projects).
 - **Risk of Theft:** You understand and acknowledge that Smart Contract System, the underlying Software, the

CapitalDEX, other involved software, other technology components and/or platforms are not safe from the attack from hackers and thus this could result in theft or loss of Crypto Assets.

- **Risk of Blockchain Mining Attacks:** You understand and acknowledge that as with other cryptocurrencies, some blockchains used for the Smart Contract System which is vulnerable to mining attacks including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any of these attacks if done successfully will risk the Smart Contract System and the expected proper execution and sequencing of Crypto Asset transactions.
- **Risk of Losing Wallet Access Information (Loss of Private Key):** You understand and acknowledge that if you lose the information and code that is issued to you when you incorporate your Wallet, the Company has no way to recover your wallet and/or any Crypto Assets. You understand and accept all risks that is associated with any unauthorised use of your Account.

XIV. LIMITATION OF LIABILITY

TLTR: This mentions the limitation of the Company’s liability towards the damages caused towards you or any third party.

43. **No Warranty:** The Company does not provide and you do not expect any warranty, implied or statutory for the Software the Smart Contract System, the CapitalDEX, the Curioinvest Extension, the App and any other Services provided by the Company. The exception to this when otherwise stated in writing the Software is provided “as is” without warranty of any kind which is either expressed or implied which includes but does not limit to implied warranties of merchantability and fitness for a particular product. You agree that by using the CapitalDEX, the Services and/or downloading the Curioinvest Extension the entire risk relating to the quality and performance of all Services lies with you.
44. **Damages:** Due to the lack of influence the Company will not be liable to you for any damages that includes general, special, incidental or consequential damages arising out of the use or inability to use the Services which includes but does not limited to:
- Any security problem that you face by using the CapitalDEX, the Software or any other Services.
 - Any loss of profit or business opportunities or expected revenue or gains even though we advise/knew/should have known of the possibility of the same.
 - Any mistake made by you by forgetting password, transactions sent to any incorrect id., accidental deletion of Wallet.
 - Any problem with the Software e.g., corrupted files, incorrect construction transaction or any unsafe cryptographic libraries or malware that affects the Extension.
 - If there is a technical failure in your hardware or any related Software or CapitalDEX Services, e.g., data loss owing to a faulty or damaged storage device.
 - If there is an action or an inaction of third party and/or any event that is faced by third parties, e.g., information security attacks on service providers, bankruptcy of service providers, and fraud conducted by third parties.
 - Unforeseeable circumstances that gave rise to any delay, failure to perform or interrupted Service that is beyond human control including compliance with any relevant laws or regulations.
45. The Company shall hold the liability in cases which is of malicious intent and towards customers in case of gross negligence or malicious intent for any type of damages.
46. **Force Majeure:** You understand and agree that the Company does not hold any liability for force majeure events which includes but does not limit to acts of God, labor disputes or other industrial disturbances, electrical, telecommunications,

hardware, software or other utility failures, Software or Smart Contract bugs or weaknesses, earthquakes, storms or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interests rates or other monetary conditions and, for the avoidance of doubt, changes to any blockchain-related protocol.

XV. INDEMNIFICATION

TLTR: You are responsible to indemnify the damages/losses that is caused towards the Company.

47. You shall indemnify and hold harmless release, defend, the Company and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising out of:

- Your use/access of the Service
- If you violate any of the Terms, the right of any third party or any laws, rules and regulations that is applicable to you
- The Party's Access and use of Services with your assistance or use of any device or account that you own or control.

XVI. TAXES

TLTR: You are responsible for the taxes that you have to pay in your jurisdiction.

48. You are liable to comply with the applicable laws and you hereby agree that the Company will not be responsible to determine the laws applicable for your transaction. The Company hereby states that they are not responsible to determine taxes that apply to any transactions or collection, reporting or remitting any taxes that arises from any transaction. It is the responsibility of the users of CapitalDEX to determine the taxes that apply to their Crypto Asset transactions. The Company is also not liable to determine the tax that applies to the transaction of Crypto Assets.

XVII. ACCESS AND SERVICE TERMINATION OR LIMITATION

TLTR: If you violate the Terms of the Service then this Agreement can be terminated. The Company also has the right to restrain your Services in certain cases.

49. **Violation of Terms:** You acknowledge that the right to make use of CapitalDEX and all Services can be limited in the pursuance of this Agreement and in case if you violate these Terms your right to use the Services shall be terminated and you will be refrained from using the Services. Any use that may violate the Terms of Service is strictly prohibited and can at the sole discretion of the Company may result in immediate termination of your limited rights that is granted by this Agreement.

50. **Terminate Access of Account:** Any action that includes the termination of rights to use services maybe applied by the Company permanently or temporarily. In such cases the Company shall terminate access to Services. If your Account id. terminated the login credentials for the Services may not be preserved and it may not be possible for you to reinstate it. The Company hereby states that it is under no obligation to compensate you for any of the losses that is caused due to the termination of Services mentioned above. The exception for this is where the damages are caused due to a grossly negligent or intentional breach of duties by the Company and you hereby irrevocably waiver any demand or claim regarding the above matter. At no point of time shall the Company compensate you for any losses relating to

missed trades.

51. **Right to Discontinue Services:** Notwithstanding the above, you allow the Company to have the rights to discontinue the CapitalDEX in its entirety, or any part thereof, at any time, at the Company's sole discretion. The Company will hold no liability for any losses that is suffered due to any modification or termination of the Services, or of any suspension or termination of your right to access the Services caused by slight negligence of the Company.
52. The following will be considered as an "Event of Default" without parting ways from the generality of the above stated:
- Where your representation or warranty becomes untrue.
 - If there is any type of fraud or illegality from your end involving CapitalDEX and if the Company suspects you to have been engaged in money laundering activities or terrorist financing or other criminal activities.
 - Any proceeding or investigation against you by the governmental authority
 - The case that is violate your requirements by the established laws and regulations, such corporeality is determined in good faith by the Company.
 - Any other situation which might be harmful for the company to keep you as a user.

XVIII. RIGHT OF WITHDRAWAL

TLTR: The section explains about the process of withdrawal without giving a reason and has to be done within a period of 14 days starting from the day after the acceptance of the agreement without giving any reason to withdraw.

53. **Withdrawal Conditions:** As per Article 4 Consumer Protection Law of Liechtenstein (Konsumen tenschutzgesetz, KSchG) of a consumer has a right to withdraw from an agreement with the trader within a period of 14 days starting from the day after the acceptance of the agreement without giving any reason to withdraw if the consumer's contractual declaration was not made in rooms used by the trader for business purposes.
54. **Right to Withdraw:** As per Article 12 of the Distance Selling Act of Liechtenstein (Fern- und Auswärtsgeschäfte-Gesetz, FAGG) a consumer has a right to call for withdrawal from a contract that I agreed between the trader at distance or off-premise (=online) without giving a reason within fourteen days beginning the day after the conclusion of the contract.
55. In pursuant to KSchG the right to withdraw from the agreement is not available to the user as a consumer in situation wherein: a) the user has initiated the relationship for business with the trader or their agent to conclude this agreement (Art. 4 para. 3 lit. a KSchG); b) after the agreement was concluded it was not preceded by a discussion between the parties or their agents (Art 4 para. 3 lit. b KSchG); c) if the agreement is subjected to Distance Selling Act (FAGG).
56. You acknowledge that because of Distance Selling Act (FAGG) is applicable, they have no right to withdraw from the Services that are specified in this Agreement which is pursuant to the KSchG.

Other Services (the Website, the Account, the Wallet, the Curioinvest Extension, the App)

57. **Notify to Withdraw:** You may also have the right to withdraw from the Services which has not been previously stipulated in this Section (including the Website, the Account, the Wallet, the Curioinvest Extension and the App) without providing with any reason within 14 days of concluding this Agreement. To exercise the rights of withdrawal from these agreed services, you must notify the Company by making a clear statement in written form (including but not limited to a letter sent by post, fax or e-mail). You must also enclose the withdrawal form along with it. It will be enough for the User to send a notification to exercise the rights of withdrawal before the expiry of the withdrawal period.
58. Both parties must reimburse each other for the amount that is agreed upon (including interest) and terminate the respective provision of and access to these services when there is withdrawal from these agreed services.

59. The conclusion of the contract happens after acceptance of this Agreement by both the parties and forwarding a printable copy of the acceptance of the Agreement to you by your disclosed email id.

XIX. PROPRIETARY INFORMATION

TLTR: It mentions the Intellectual Property that belongs to the Company

60. **Trademarks & Other Rights:** The Services that are provided by the Company and all of the contents include but does not limit to the use of the Website's name, Software, web technologies, source code, concepts, artwork, photos, animations, sounds, methods of operation, moral rights, documentation and virtual items is the sole property of the Company and it is being used with the permission from its licensors. The Company (or its licensors, as applicable) shall retain all rights, interest as well as titles concerning the Services, their contents and intellectual property rights that includes but does not limit to all copyright, patent, trademarks, logos, design rights and any other proprietary rights connected with the Services. The name of the Company and its logo along with the name and logo of CapitalDEX, and any other trademarks included in the Services are trademarks of the Company.
61. **No Transfer of IP Rights:** CapitalDEX Services and the related third-party product names that may legitimately appear is the trademark of their respective owners. There is no transfer or granting of rights under the names, marks or logos which is made or is implied by the provision of the Terms or by use of CapitalDEX Services and all rights that is in the names, marks or logos are reserved by the Company or their respective owners, as applicable.
62. **Right to Legal Action:** The use of any materials existing on the Website, the CapitalDEX or the Curioinvest Extension or any other Services is strictly forbidden. Such an act of unauthorised use will infringe the copyright, trademark or any other laws and can be subjected to civil or criminal sanction.

XX. THIRD-PARTY CONTENT

TLTR: The responsibility concerning the links or tokens that is present on the Website which is third party content.

63. **No Responsibility for Third-Party Content:** If CapitalDEX, the Website or any of the Services contains links or any other information to third-party websites, tokens or services, the Company shall not control the availability and contents of such website, tokens and services. Any problem concerning any third-party website, tokens and/or services or any link should be taken up with that particular website and/or service provider. The Company hereby makes no representation or warranty concerning any contents, goods, tokens and services that are provided by any third party even if the link is presented in the Website or Services. The linked sites or tokens are not under the control of the Company and it may collect data or solicit personal information from you. The Company shall not be in any way held responsible for the content, business practices or privacy policies, or for the collection, use or disclosure of any information collected by those sites.

XXI. TRANSFER OF DATA

TLTR: GDPR compliance is applicable for storing and processing your data.

64. **Processing of Data:** As per Article 13 of the GDPR (General Data Protection Regulation) the Company informs you that the Company will process the personal data that belongs to you for the KYC/AML (Know Your Customer/Anti Money Laundering) which is based on Liechtenstein Due Diligence Act as well as the Liechtenstein Due Diligence Ordinance. This information includes Name, address, date of birth, citizenship, and other data necessary for the assessment and investigation of the User's identity. The data collected shall be stored by the Company and/or third parties following the Liechtenstein Due Diligence Act and the Due Diligence Ordinance but this shall not be processed for any other purposes.

65. **Rights of User:** You have a right to rectify, erasure, restrict of processing or objection and data transmission under the prerequisite of the corresponding provisions under GDPR and in due consideration of restriction that is provided under GDPR and the Liechtenstein Data Protection Act (Datenschutzgesetz, DSG).
66. If the User believes that processing their data does not comply with applicable data protection regulation, they have the option to direct a complaint to the Liechtenstein data protection office.
67. **Storage of Personal Information:** You approve that for us to provide the Services, we may process, transfer and store information about you in the United States and other countries. We hereby confirm that if we transfer the data out of the EEA then, in that case, we will provide the same level of data protection by implementing at least one of the following safeguards:
- We ensure to transfer the personal data to the country that deems to provide an adequate level of protection for personal data by the European Commission.
 - We have established specific contracts with service providers that have been approved by the European Commission (standard contractual clauses for data transfers between EU and non-EU countries).
68. To gather more information, kindly read our Privacy Policy for non-US jurisdictions (available and printable at <<https://www.curioinvest.com/privacy>>) for information about how the Company gathers, use and discloses information about users of our Services.

XXII. SEVERABILITY

TLTR: If any provision of the Agreement is declared invalid then the other provision still be applicable and the invalid provision will be redrafted trying to keep the original intent intact.

69. In a case where any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason the parties must negotiate in good faith to alter the provisions of the Agreement to keep the original intent of the parties as similar as possible in an acceptable manner so that the transaction is completed as originally contemplated in the fullest extent possible.
70. If any of the provisions of the Agreement is/are invalid, inoperative or unenforceable, it will not affect the other Terms of the Agreement.

XXIII. WAIVER

71. If the Company fails to exercise or enforce any right or provision of these Terms, it will not constitute a waiver of that right or provision.

XXIV. ARBITRATION

TLTR: In case of dispute, you will take the recourse of arbitration which is an out of court settlement and you are not allowed to sue in court or have a jury trial.

72. You agree to arbitration procedure if any dispute arises from or concerning any Services or this Agreement.
73. **Arbitration & Negotiation Rules:** In case a dispute arises the Company with one or more claimant shall endeavour to resolve amicably by way of negotiation any dispute, controversy or claim that arises out of or concerning the Terms

which include the validity, invalidity, breach or termination. If the dispute/controversy/claim is not resolved in 30 days of negotiation under this Clause then it shall be finally resolved by way of arbitration as per the Swiss Rules of International Arbitration of the Swiss Chambers Arbitration Institution in force on the date on which the notice of arbitration is submitted following these rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zug, Switzerland. The arbitral proceedings shall be conducted in English.

XXV. ASSIGNMENT AND ENTIRE AGREEMENT

TLTR: If there is the restructuring of the Company then in that case the Terms of this Agreement can be assigned to the parent company, affiliate, subsidiary or any third party. Besides that, captions or summaries do not in any way affect the Terms of the Agreement.

74. **Assignment:** The parent company, affiliate, subsidiary or any third party may be assigned this Agreement by Company and/or its legal relationship with you in situations of merger, consolidation, or sale or other disposition of all or substantially all of its assets. This Agreement, including the Privacy Policy for non-US jurisdictions (which forms an integral part of this Agreement) <https://www.curioinvest.com/privacy> along with any other agreement that applies to you which will constitute the entire and exclusive agreement between the Company and you concerning the subject matter and supersede and replace any previous or contemporary written or oral contract, warranty, representation or understanding relating to the subject matter.
75. **Captions and Summaries:** The caption and TLTR identifying the various section and subsections mentioned in the Terms are only for reference and it does not in any way define, modify, expand, or limit any of the provisions of these Terms and this shall also not affect the interpretation of these Terms.

XXVI. CONTACT INFORMATION

76. For questions and comments about this Agreement, you can contact us at info@curioinvest.com.

CapitalIDEX User Agreement – Withdrawal Form

I,

(First Name) _____

(Surname) _____

(Birthdate) _____

(Address) _____

hereby declare my wish to withdraw from the contractual relations entered into with the Company on

(Date) _____

Place, Date: _____

Signature: _____