



# Patex

## TERMS OF SERVICE

LAST UPDATED: AUGUST 22, 2023

## **PREAMBLE**

### **APPLICATION AND ACCEPTANCE**

These Terms govern your access to and use of the Services provided by Patex. By accessing or using the Services, connecting your Wallet to any Patex Products, registering an Account, or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us. If you do not accept or agree to these Terms, you are not allowed to access or use the Services, and must immediately discontinue any use thereof. If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms and enter into a binding agreement with us on such entity’s behalf, and you accept these Terms both on behalf of such entity and on your own behalf.

### **IMPORTANT**

Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 20 and 21 contain provisions governing the choice of law, dispute resolution terms and class action waiver. Please read and review Sections 10, 11, 12, and 13 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify the Patex Parties, and contain a disclaimer of warranties as well as other important disclaimers with regard to the Services. Definitions of capitalised terms used herein are provided in Section 24 below.

# 1. MODIFICATION

We may modify, supplement or update these Terms from time to time at our sole and absolute discretion. If we make changes to these Terms, we will notify you of such changes by updating these Terms and the “Last Updated” date at the top of this document. We may further provide you with an additional notification of the amendment via one of the Communication Channels. Unless otherwise notified by us, updated Terms shall be effective immediately, and your continued use of the Services will confirm the acceptance of such updated Terms. If you do not agree to any amended Terms, you must immediately discontinue any access to or use of the Services. It is your sole obligation to review these Terms each time you access or use the Services in order to stay informed about the content, terms, and conditions outlined herein, and the choices available to you.

# 2. ELIGIBILITY

## ELIGIBILITY REQUIREMENTS

To be eligible to access and use the Services, you must:

- a. be able to form a legally binding agreement with us on the terms herein set forth;
- b. neither be a Prohibited Person nor use the Services for the benefit of a Prohibited Person;
- c. if individual, be at least 18 (eighteen) years of age, or of such higher age required to enter into a binding agreement with us on the terms set out herein according to the laws of the jurisdiction where you reside;
- d. if an individual who is acting for or on behalf of an entity, (i) be duly authorised by such entity to act on its behalf for the purpose of entering into these Terms; (ii) represent and warrant that the entity is duly registered and validly existing under the laws of the jurisdiction where it is established; and
- e. comply with these Terms.

## **FAILURE TO COMPLY WITH THE ELIGIBILITY REQUIREMENTS**

If you determine that you do not meet any of the aforementioned eligibility requirements, you must immediately suspend your access to and use of the Services until the respective restricting circumstances cease to exist. Furthermore, we reserve the right, at our sole and absolute discretion, to immediately, with or without notice and without any liability whatsoever, limit, suspend, restrict, or terminate your access to and use of the Services and/or take other appropriate actions.

### **3. LICENCE**

#### **LICENCE**

Subject to your compliance with these Terms, we hereby grant you the Licence. The Licence will remain effective until terminated upon the occurrence of any of the following events: (i) these Terms terminate or expire; or (ii) you violate these Terms; or (iii) we choose to terminate the Licence at our sole and absolute discretion, with or without reason.

#### **FOSS LICENCE**

To the extent that certain items or components of the Services are being distributed under a FOSS Licence, such items and components will not be covered by the Licence granted hereunder and will be provided to you under the terms and conditions of the applicable FOSS Licence.

#### **COMPLIANCE**

Your access and use of the Services shall not violate the terms of the Licence and/or FOSS Licences, if and as applicable.

## **4. SERVICES**

The Services are subject to regular updating, therefore we do not provide any warranty that certain Services or their functionality will be available now or in future. The Services and their functionality may be changed from time to time at our sole and absolute discretion. We may also at any time suspend or terminate certain Services and/or any related functionality, in whole or in part, without prior notice and any liability whatsoever.

### **PATEX REWARD PROGRAMS**

While accessing and using the Services, you may be allowed to participate in the Patex Reward Programs. The Patex Reward Programs and their Conditions may be changed from time to time. We may also at any time suspend or terminate certain Patex Reward Programs or any of their elements, in whole or in part, with or without prior notice, and without any liability whatsoever.

### **STAKING**

While using the Services or as a part of the respective Patex Reward Program, you may be allowed to stake (lock) certain Digital Assets. We may from time to time prescribe certain requirements, terms, restrictions, and limitations applicable to the staking functionality, such as staking limits, the minimum time for staking, etc. If you stake certain Digital Assets, you may not be allowed to withdraw or otherwise use the respective Digital Assets for a certain period of time.

### **DISCLAIMER**

We do not promise nor provide any warranty, express or implied, that certain Services and/or Patex Reward Programs will be available now or in future, or at any point of time.

You hereby acknowledge that your use of the Services or participation in the Patex Reward Programs may not meet your expectations, be profitable or beneficial for you, and that you are solely responsible for determining whether to use the Services and/or participate in the respective Patex Reward Program, and for any outcomes and consequences arising therefrom. The use of the Services and participation in any Patex Reward Program shall be always at your own risk and discretion, and you should do your own thorough prior research.

## **5. PATEX PRODUCTS VS BLOCKCHAIN-BASED INFRASTRUCTURE**

### **PATEX PRODUCTS**

The Patex Products are provided to be primarily used as web-based interfaces that allow you to access and interact with the Blockchain-Based Infrastructure in a user-friendly and easily comprehensible manner. Although the Patex Products serve as means of interacting with the Blockchain-Based Infrastructure, the Patex Products are distinct from the Blockchain-Based Infrastructure, all components of which constitute independent software. A more detailed description of the Patex Products and Blockchain-Based Infrastructure may be further provided in the Patex Materials, which do not form a part of these Terms, are not binding, and are provided for the information purposes only.

### **BLOCKCHAIN-BASED INFRASTRUCTURE**

In general, the Blockchain-Based Infrastructure and its components are deployed on blockchain network(s) that may be under no control and operate autonomously. The components of the Blockchain-Based Infrastructure may be open-sourced and, consequently, may be reviewed, verified, used, copied, modified, and distributed by anyone (subject to the terms of the applicable FOSS Licence).

Accordingly, there might be other interfaces enabling interaction with the Blockchain-Based Infrastructure that is neither associated nor affiliated with us. You should always do your own thorough research before interacting with the Blockchain-Based Infrastructure, and any use of its components shall be at your own risk.

## **DISCLAIMER**

You further acknowledge that the underlying blockchain network(s) of the Blockchain-Based Infrastructure and any software through which such networks are formed may be under no control and operate autonomously. Any malfunction, breakdown or abandonment of the underlying blockchain network(s) may have a material adverse effect on the Patex Products. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Patex Products and associated Blockchain-Based Infrastructure by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain on which they are implemented. Accordingly, in no event shall the Patex Parties be responsible for or held liable in connection with the underlying blockchain networks of the Blockchain-Based Infrastructure, their operation, functioning, implementation, or use, and you hereby assume and accept any and all related risks, including the risk of possible losses and damages that you may incur in connection with the use thereof.

## **6. PATEX REWARD PROGRAMS**

### **OUR RIGHTS**

We reserve the right at any time, acting at our sole and absolute discretion, to (i) limit the number of users who are entitled to participate in any Patex Reward Programs and/or to receive the Rewards; (ii) establish and introduce certain Conditions; (iii) limit or change the amount of Rewards due to the participants of any Patex Reward Program, or (iv) otherwise change the requirements and/or parameters of any Patex Reward Program at any time and without any liability whatsoever. The determination of whether you have met the applicable Conditions, if any, and whether to allow you to participate in any Patex Reward Program, shall be made by us at our sole and absolute discretion. Any such determination shall be final, with or without notice to you, and cannot be disputed by you. Your participation in any Patex Reward Program may be limited, suspended or terminated at any time with or without reason, and without notice and any liability whatsoever.

### **REWARDS**

In consideration for and subject to these Terms, your participation in the Patex Reward Program and compliance with or completion of the applicable Conditions, if any, you may be entitled to receive certain Rewards. The form, amount and other parameters of the Rewards depend on the respective Patex Reward Program. The Rewards or applicable calculation formulae may be reviewed, amended or cancelled at any time with or without notice to you, and without any liability. You hereby acknowledge and agree that the precondition for the allocation and distribution of the respective Rewards to you may be your compliance with and completion of the applicable Conditions, if any, in which case, if you fail to comply with and complete such Conditions, you will not be entitled to receive any Rewards.

We neither warrant nor represent that any Rewards will meet your expectations and it is always up to you to decide whether to participate in a Patex Reward Program on the applicable terms.

## **REWARD TRANSFER**

You hereby acknowledge that the Rewards may not be delivered immediately after they become allocated and due, and may be made available to you on deferred terms. Furthermore, the distribution of Rewards may not be automated and you may be required to claim the Rewards manually in order to receive them. You should follow the instructions available on the Website, in the Patex Materials or otherwise made available to you to understand the terms and mechanics of the Rewards allocation. You shall not be allowed or permitted to, and shall not claim, withdraw, receive, transfer, promise, lend, encumber, pledge, hypothecate, sell, or otherwise dispose of the Rewards (or a portion thereof) before you received the respective Rewards. Any Rewards shall be personal and non-transferable before you have received them. In no event shall we be held liable or responsible in case you lose access to your respective Wallet used for the claim and receipt of the Rewards, or if the respective Wallet is compromised, or should any Rewards be transferred to your Wallet be stolen or lost.

## **VIOLATION**

If you have, or we determine or suspect that you have, while participating in any Patex Reward Program, violated the Terms, you will not be entitled to receive the outstanding Rewards, which may be retained by us as fair compensation for your violation.

aforementioned cases, the access or use of the Services may be prevented or limited without notice. We do not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that the Services will be immune from unauthorised access, bug-, virus-, or error-free. Notwithstanding anything to the contrary contained herein, we may, at any time and at our sole and absolute discretion, without prior notice and liability, terminate or discontinue the Services or any of their components.

## **ACCESS TO THE SERVICES**

If technically possible, we may limit, suspend or restrict access to the Services or any of their components with immediate effect and without notification and liability, regardless of reason, including if we, acting at our sole discretion, determine that (i) you have violated or may likely violate these Terms, applicable laws or regulations; or (ii) you or your actions create or may create legal exposure for us, Affiliates, or the Services; or (iii) you are or likely to be a Prohibited Person or act on behalf of a Prohibited Person. You hereby agree to comply with such limitations and not to circumvent or bypass them in any way. You hereby agree that we may install and utilise certain software, solutions and/or tools (for example, geo-blocking solutions) allowing us to identify users from the Prohibited Jurisdictions or certain restricted jurisdictions, or those who have violated these Terms or the laws, and restrict their access to and use of the Services

## **7. WALLETS AND ACCOUNTS**

### **WALLETS**

When using the Services, you may connect your Wallet through one of the compatible software wallets, such as, for illustration purposes only, MetaMask.

The Wallets constitute the Third-Party Services and we are not responsible for, do not endorse, shall not be held liable or responsible in connection therewith. We do not make any warranties, whether express or implied, as to the Wallets used by you in connection with the Services or otherwise. When using Wallets, you should review applicable terms and policies that govern your use thereof.

## **ACCOUNTS**

The functionality of the Patex Explorer enables you to create an Account to personalise your use thereof. To register for an Account you need to go to the registration page within the Patex Explorer and follow the instructions provided thereon. You hereby acknowledge and agree that we may suspend or terminate your Account at any time, regardless of reason, without notice and any liability whatsoever.

## **SECURITY**

We never receive access to or control over your Wallets or Digital Assets held in such Wallets. You are solely responsible for securing your Digital Assets, Wallets, Account and Credentials thereto. You may not disclose your Credentials to any third person and allow any third person to access your Wallets and/or Account. You will be solely responsible for any use of your Wallets, Account and Credentials thereto, as well as their confidentiality. You remain responsible for any acts or omissions of your Account and all transactions carried out via your Wallets or using Credentials thereto. You hereby acknowledge and agree that any such acts or omissions and all such transactions will be considered to be made personally by you. You may disconnect your Wallet from the Patex Products at any time.

We will not be liable for any losses or damages, including consequential, incidental, or indirect damages, arising from unauthorised use of your Wallets, Account or any Credentials thereto, or if you failed to ensure confidentiality of your Credentials, and you hereby release and forever discharge us from any and all actions, claims, suits, demands, losses, damages, other obligations or liabilities of any nature whatsoever, whether known or unknown, arising from or in connection with the above, to the maximum extent permitted by law.

## **8. WARRANTIES AND REPRESENTATIONS**

By entering into these Terms, you expressly represent and warrant to us that:

- a.** you have read and understand these Terms, including all documents and items incorporated herein by reference;
- b.** you have the necessary authority to accept these Terms, enter into a binding agreement with us, and perform the obligations set out herein;
- c.** the acceptance of these Terms shall not result in any breach of, be in conflict with, or constitute a breach or default under: (i) any provision of any judgement, decree or order imposed on you by any court or governmental or regulatory authority; and/or (ii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;
- d.** if you are acting for or on behalf of an entity, (i) such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business, and (ii) such entity shall be responsible for a breach of these Terms by you or any other employee or agent of such entity, unless you or any other employee or agent of such entity are responsible under the applicable law, and (iii) the acceptance of these Terms shall not result in any breach of, be in conflict with, or constitute a breach or default under any provision of your statutory or organisational documents;

- e. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Digital Assets, Digital Asset storage facilities, including Wallets, distributed ledger technology, and Blockchain-Based Infrastructure in general;
- f. any Wallet used by you in connection with the Services is either owned by you, or that you are validly authorised to carry out actions using such Wallet;
- g. any funds or Digital Assets used by you in connection with the Services are from legitimate sources and were lawfully acquired;
- h. you are not a Prohibited Person nor use the Services for the benefit of a Prohibited Person;
- i. you shall be solely responsible for all and any operations and transactions with Digital Assets and other funds carried out in connection with the Services;
- j. you acknowledge and agree that we do not act as your agent or fiduciary, and that we do not control or custody your Digital Assets or other funds in any manner;
- j. you acknowledge and agree that we do not act as your agent or fiduciary, and that we do not control or custody your Digital Assets or other funds in any manner;
- k. accessing and/or using the Services is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and your access to and use of the Services shall be in full compliance with all applicable laws;
- l. you will comply with and bear sole responsibility for any tax obligations applicable to you and arising in connection with your use of the Services;
- m. you will comply with and bear sole responsibility for any tax obligations applicable to you and arising in connection with your use of the Services;
- n. you will carefully evaluate, check, and verify any Third-Party Content before you use it or rely upon it in any manner;
- o. you shall not make any decisions based solely on the Patex Materials, and shall conduct your own substantial research and analysis before making any decision;

- p. your use of the Patex Materials is at your own risk, and that nothing contained herein or in the Patex Materials shall be deemed a guarantee or promise that such information is true or correct, or that you will receive any profit or benefit, or that any transaction in connection with the Services will be beneficial or suitable for you; and
- q. all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your use of the Services.

## **9. PROHIBITED USE**

You agree that you shall not conduct or participate in any of the following activities when accessing or using the Services, or in connection with such access or use:

- a. disrupting, interfering with, or inhibiting other users from using the Services, Third-Party Services, or carrying out activities that could disable, impair, or harm the functioning of the Services, Third-Party Services, servers, or underlying software;
- b. using the Services or underlying software for any illegal purposes;
- c. without prejudice to the terms of the FOSS Licences, circumventing or attempting to circumvent any access or functionality restrictions or limitations with respect to the Services or underlying software, using malware, harmful code or software, undertaking hacker attacks or similar activities;
- d. taking advantage of any technical glitch, malfunction, failure, delay, default, or security breach on or of the Services;
- e. you will not access or collect data or information from the Services using automated means or robots (excluding, for this purpose, Google or other search systems and engines) unless specifically authorised by us, and will not access, or attempt to access, information that you do not have permission to access;
- f. uploading or transmitting any viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, Third-Party Services, servers, or underlying software;

- g. use the Services or related information for any purpose that is harmful or detrimental to us, Affiliates, the Services, Third-Party Services, or other users of the Services or Third-Party Services;
- h. violating any rights of any third person, including trademark or intellectual property rights;
- i. impersonating any person or entity, or otherwise misrepresenting your affiliation with a person or entity;
- j. carrying out fraudulent activities, providing any false, inaccurate, or misleading information, including in order to unlawfully obtain Digital Assets, funds, or property of other users or third persons;
- k. subject and without prejudice to the terms of the applicable FOSS Licences, copying, reproducing, or cloning the Services as a whole, or duplicating its essential elements without our prior written consent; or
- l. carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

## **10. NO WARRANTY**

### **NO WARRANTY**

The Services are provided on an “as is” and “as available” basis. Your use of the Services will always be at your own risk. We make no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Services, all of which are expressly disclaimed and denied. We do not warrant, whether expressly or impliedly, and hereby expressly disclaim any warranty and/or representation that:

- a. the Services will work as expected;

- b. any Patex Materials will be timely, accurate, reliable, true or correct;
- c. the Services will be secure, uninterrupted, or available at any particular time or place, or will continue working, operating or functioning for any period of time;
- d. the Services or Patex Reward Programs will meet your expectations and/or fit for a particular purpose, or that use of the Services or participation in any Patex Reward Program will be profitable, beneficial or suitable for you;
- e. the Tokens will be supported by any person or will be available on any cryptocurrency exchanges or any other platforms at any particular time or place, or at all;
- f. any defects, flaws, bugs or errors in the Services will be promptly corrected or corrected at all, and in certain cases we may not be able to correct certain defects, flaws, bugs or errors in the Services nor have such an opportunity;
- g. any particular Digital Assets or blockchain networks will be supported within the Services, or will be available at any particular time or place, or available at all;
- h. the Services will be supported, further developed, operated, and not abandoned;  
or
- i. the Services and/or related software will be free of viruses, bugs, trojan horses, defects, flaws, malfunctions, or other harmful components, or properly protected from hacker, malware or other attacks, or third-party hostile interferences.

## **DISCLAIMER**

You are solely responsible for determining whether to use the Services. In no event, we shall be responsible for or held liable in connection with your access to or use of the Services and any actions, activities and transactions conducted by you, any other user or a group of users through or in connection with the Services.

## **11 . IMPORTANT DISCLAIMERS**

### **PATEX MATERIALS**

No part of the Patex Materials is intended as, or should be considered to, or construed as, business, legal, financial, investment, trading, or any other sort of advice, or advice of a broker regarding any matters to which all or any part of such Patex Materials relates. Before making the decision to use the Services and carry out certain transactions in connection therewith, you should consult your own legal, financial, tax, or other professional advisors regarding any such information, including whether purchasing, selling, holding, or carrying out any other transactions with respect to any Digital Assets or other funds is suitable for you. We shall not be responsible for the accuracy, completeness or timeliness of the Patex Materials, therefore any use of or reliance thereon will always be at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising therefrom.

### **NO CUSTODY**

We do not provide nor intend to provide any custodial or similar services, custodial solutions or software, do not act as your agent or representative, and do not control, manage, or custody any of your Digital Assets or Wallets, including the Patex Wallet.

### **NO BROKER OR FUND MANAGER RELATIONSHIP**

We are not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the Services nor anything in these Terms shall be considered as a broker and/or fund management services, or any intermediation services thereto.

## **NO SOLICITATION**

The Services and any Patex Materials are not intended to constitute an offer of securities, financial instruments, Digital Assets, or a solicitation for investment in or purchase of securities, financial instruments, or Digital Assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. Any access or use of the Services shall always be at your own risk and discretion.

## **NO FIDUCIARY RELATIONSHIP**

The Services and these Terms are not intended to create or impose any fiduciary duty on us with respect to you. Notwithstanding anything to the contrary contained in these Terms, to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

## **PATEX EXPLORER**

The Patex Explorer derives information about blockchain transactions, blocks, contracts, address balances and other data from the blockchain network(s) and related software, such as oracles, in an automated manner, which means that such information is not verified or checked. We make no warranty, whether express or implied, that any such information is correct, complete, up-to-date, accurate or sufficient. To the maximum extent permitted by the applicable law, in no event shall the Patex Parties be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with your use or reliance on any information made available through or in relation to the Patex Explorer as well as any consequences of your decisions made by using or relying thereon, including possible losses and damages.

## **PATEX BRIDGE**

When using the Patex Bridge and carrying out certain transactions, you may only use those blockchain networks and Digital Assets or other assets that are available and supported within the Patex Bridge. The full list of the blockchain networks, Digital Assets and other assets the Patex Bridge currently supports may be viewed in its interface. You shall not use any blockchain networks, Digital Assets or other assets which are not supported within the Patex Bridge, and we assume no responsibility or liability in connection with any attempt to use any such unsupported blockchain networks, Digital Assets or other assets. If you use any unsupported blockchain networks, Digital Assets or other assets within the Patex Bridge, the Digital Assets or other assets used in the respective transaction may be permanently lost. You hereby acknowledge and agree that we may, from time to time, acting at our sole and absolute discretion, determine, change, and update the list of blockchain networks, Digital Assets or other assets supported within the Patex Bridge. We reserve the right to cease supporting particular blockchain networks, Digital Assets or other assets at any time, with or without reason, with or without notice, and without any liability whatsoever. In this case, such excluded blockchain networks, Digital Assets or other assets will no longer be supported or available within the Patex Bridge.

## **PATEX ETH CONVERTER**

When using the Patex ETH Converter and carrying out certain transactions, you should carefully choose a blockchain network. If you use the Patex ETH Converter within the main network, you shall not send Ether (ETH) in the test network, and vice versa. If you send Ether (ETH) in the main network to the test network, the relevant amount of Ether (ETH) used in the respective transaction will be permanently lost.

To the maximum extent permitted by the applicable law, in no event shall the Patex Parties be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of a wrong choice of a blockchain network.

## **THIRD-PARTY CONTENT AND SERVICES**

When using the Services, you may view or interact with the Third-Party Content and Third-Party Services. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Third-Party Content or Third-Party Services, do not endorse, recommend or solicit to use, and are not responsible for any such Third-Party Content or Third-Party Services, as well as any information, materials, content, services or tools on or available through such Third-Party Content or Third-Party Services. You hereby affirm and acknowledge that your use of Third-Party Content or Third-Party Services, and your interactions with third parties that are linked to or from the Services, are at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content or Third-Party Services.

## **TRANSACTIONS**

The functionality of the Services allows you to make certain transactions with the Digital Assets. You shall solely evaluate any transactions carried out by you through or in relation to the Services, and shall be solely responsible for their consequences, including possible losses and damages. Before conducting any transactions with the Digital Assets, you shall solely be obliged to ensure that the transaction is correct. Please note that transactions on a public blockchain are irreversible.

All transactions carried out by you while using the Services are conducted by you only and not by us on your behalf.

## **DIGITAL ASSETS**

We do not provide or make any representations or warranties of any kind with respect to the Digital Assets, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose or non-infringement, all of which are hereby expressly disclaimed and denied. You hereby acknowledge and agree that the Digital Assets may not: (i) meet your expectations or work as intended, (ii) have the intended functionality, (iii) have a market, or (iv) have any specific price or hold any particular value, or have any value at all. Any receipt, storage, use, and disposition of the Digital Assets shall always be at your own risk.

## **TOKENS**

The Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Patex, Affiliates, or any of the Patex Products. The Tokens are not intended to be, or represent, a loan contract, currency, security, commodity, or any kind of financial instrument. The design, functionality, intended application and any other characteristics pertaining to the Token, as well as design, essence, particulars and description of the Token utility may be amended or changed at any time without notice to you. You hereby acknowledge and agree that (i) we make no promise or guarantee of inherent value with regard to the Tokens, (ii) there is no guarantee that the Tokens will hold any particular value, (iii) the Tokens may have no or lose all of their value, and (iv) we do not make any promises of future performance or value with respect to the Tokens, their price, supply amount, etc.

Any receipt, storage, use and disposition of the Tokens shall always be at your own risk.

## **12 . LIMITATION OF LIABILITY**

### **LIMITATION OF LIABILITY**

To the maximum extent permitted under the applicable law, in no event shall:

- a.** the Patex Parties be liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with (i) these Terms or their violation, (ii) the use or inability to use the Services, (iii) the Tokens, including the acquisition, storage, transfer, use of, or inability to transfer or use the Tokens, and/or (iv) the failure of the Services and/or Tokens to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether any of Patex Parties have been advised of the possibility of such damages;
- b.** Patex's or Affiliates' respective officers, directors, employees, consultants and shareholders be held personally liable in connection with (i) these Terms or their violation, (ii) the use or inability to use the Services, (iii) the Tokens, including the acquisition, storage, transfer, use of, or inability to transfer or use the Tokens, and/or (iv) the failure of the Services and/or Tokens to perform as represented or expected, provided that this item "b" shall not limit our liability as an entity;
- c.** the Patex Parties be responsible for or held liable in connection with any inaccuracy, error, delay in, or omission of any Patex Materials, or your reliance on or use of the information provided in the Patex Materials; and
- d.** the aggregate liability of Patex Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, the Services, use or inability to use thereof, the Tokens, including the acquisition, storage, transfer, use of, or inability to transfer or use the Tokens, exceed USD \$1000 (one thousand U.S. dollars).

## EXCLUSION OF LIABILITY

In no event shall the Patex Parties be responsible for or held liable in connection with any products, services, software or technical infrastructure which they do not control, manage, or operate, occurrence of any events or other circumstances that are beyond their control, as well as consequences thereof. Accordingly, to the maximum extent permitted under the applicable law, in no event shall:

- a.** the Patex Parties be responsible for or held liable in connection with any damages or losses of any kind, whether direct or indirect, special, punitive, exemplary, incidental, or consequential, nor shall the Patex Parties be responsible for or held liable in connection with the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with (i) the underlying blockchain network(s) of the Blockchain-Based Infrastructure and your use or inability to use thereof, (ii) the Digital Assets, including your acquisition, storage, transfer, use of, or inability to transfer or use thereof, and/or (iii) any failure of the underlying blockchain network(s) of the Blockchain-Based Infrastructure or Digital Assets to perform as represented or expected, in each case whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, and regardless of whether any Patex Party has been advised of the possibility of such damages or losses;
- b.** the Patex Parties be responsible for or held liable in connection with any damages or losses arising out of or in connection with a hacker attack, phishing attack, malware attack, viruses, or trojan horses, whether affecting or transmitted via the Services or otherwise, or any other unauthorised third-party intervention in the operation thereof;
- c.** the Patex Parties be responsible for or held liable in connection with the Third-Party Services or Third-Party Content, in each case including for any direct, indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption; and
- d.** the Patex Parties be liable for or in connection with any loss or damage caused by or arising from the Force Majeure Circumstances.

## **WAIVER**

You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above in this Section 12 from the Patex Parties and/or persons specified above.

## **EXCEPTIONS**

Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law. Notwithstanding anything to the contrary contained therein, these Terms do not limit our liability for (i) fraud, intentional misconduct, gross negligence, death or any personal injury caused by or in connection with the Services, their use or inability to use; and (ii) any direct damages and losses incurred by Consumers arising out of or in connection with our undue performance, non-performance or violation of these Terms and/or any applicable laws and regulations.

## **EXCEPTION**

The choice of law prescribed in this Section 19 shall not prejudice the mandatory provisions of the law that applies to you as a Consumer.

## **13 . INDEMNIFICATION**

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Patex Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations or warranties, (ii) your access to or use of the Services, and (iii) exercising, enforcing, or preserving our rights,

powers or remedies (or considering doing so) with respect to you in connection with these Terms. We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 13. The indemnity set out in this Section 13 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.

## **14 . CONSUMER RIGHTS**

### **RIGHTS**

If you are a Consumer, you have the following rights:

- a. to obtain correct and thorough information about the Services;
- b. to defend violated rights and redress of pecuniary or non-pecuniary damages and losses in accordance with these Terms;
- c. to appeal to the competent courts or authorities having jurisdiction regarding the defence of the violated rights and settlement of Disputes; and/or
- d. to exercise other rights and remedies that are available to you as a Consumer under the applicable legislation.

### **NOTIFICATION AND AWARENESS**

Notwithstanding anything to the contrary contained herein, if and to the extent you are considered a Consumer, we will make commercially reasonable efforts to notify you in a timely manner about the circumstances, which produce legal effects concerning you or similarly significantly affect you, including if:

- a. we substantially update, amend, or modify these Terms, the Services and their functionality, underlying software, infrastructure, security protocols, technical configurations, financial structure or service features;

- b. we decide, or are required to, suspend, terminate, or discontinue your use of the Services or any components thereof, regardless of reason; or
- c. we take any other actions, which, in our opinion, may significantly affect you and/or your rights under the applicable consumer laws.

## **15 . VOID TRANSACTIONS**

Any funds, including Digital Assets, misappropriated or obtained as a result of or in connection with the violation of these Terms or intended logic of the Services (including for this purpose the Blockchain-Based Infrastructure if and to the extent it affects the Services), including any interference in the operation of the Services or their components or any attack on the Services or their users, shall be considered immediate property of Patex, and any transactions related to the foregoing shall be considered null and void ab initio.

## **16 . RISKS DISCLOSURE**

### **ACCEPTANCE OF RISKS**

You hereby expressly acknowledge, accept, and assume risks set out herein and represent that, to the maximum extent permitted under the applicable law, in no event shall the Patex Parties be held liable or responsible for any damages, losses, or costs arising out of or in connection with such risks. The below risks are not intended to be exhaustive nor presented in any assumed order of priority.

### **LEGAL UNCERTAINTY RISK**

There is also a risk that certain activities may be deemed in violation of any applicable law or regulation. Penalties for any such potential violation would be unknown.

According to the laws of the jurisdiction where you are located, it may become illegal to use or hold the Digital Assets or use the Services. You should always independently investigate the legal consequences applicable to you in connection with any transactions related to the Services or involving the Digital Assets.

## **LIQUIDITY AND MARKET RISKS**

Digital Assets and the crypto market as a whole are highly volatile, the prices of Digital Assets may change dramatically over short periods of time. There may be no liquidity or market for the Digital Assets at all and it is possible that the Digital Assets will become useless or abandoned. The volatility and unpredictability of the value of Digital Assets relative to the fiat currency, meaning the government-issued currency that is designated as legal tender through government decree, regulation, or the law, may result in significant or complete losses over a short period of time.

## **THIRD-PARTY RISKS**

It is not possible to eliminate all security risks. Accordingly, there is no assurance or warranty that there will be no theft of the Digital Assets as a result of the attack, hacker attack, sophisticated cyber-attack, distributed denials of service, error, phishing attack, double-spent attack, flash-loan attack, weakness, vulnerability or defect of the underlying blockchain or any other software. Such events may include, for example, flaws in the logic of the software, flaws or errors in programming or source code leading to exploitation or abuse thereof. Any of the above may lead to partial or complete steal or loss of Digital Assets.

## **RISKS RELATED TO FUNCTIONALITY AND FLAWED LOGIC OF SOFTWARE**

The Services and underlying software may experience system failures, unplanned interruptions in their network, hardware or software defects, security breaches, or other causes that could adversely affect the Services or your access thereto. The underlying logic of the Blockchain-Based Infrastructure and/or blockchain networks may be flawed, defective, or impaired, which can result in the software operating incorrectly or not as expected, or transactions being executed in violation of logic which underpins such software, which can lead to partial or complete loss of the Digital Assets used in a transaction or other adverse outcomes. The software that underlies Digital Assets is normally open-source software operated by third parties, which means that: (i) the operations, functionalities and development of such Digital Assets and their underlying networks are outside of the Patex Parties' control; and (ii) such software protocols may be subject to sudden, unexpected, controversial or other changes (forks), that might have a significant impact on the availability, usability, or value of a given Digital Asset.

## **RISK INHERENT IN THE BLOCKCHAIN**

Digital Assets operate on the underlying blockchain networks. As a result, any malfunction, breakdown, or abandonment of the respective blockchains may have a material adverse effect on the Digital Assets or respective transactions. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, etc., could present risks to the Digital Assets and related blockchain software by rendering ineffective the cryptographic consensus mechanism that underpins the blockchains. The blockchain concept, the underlying software application and software platform are still in an early development stage and unproven. Although it is unlikely, a blockchain can be attacked which may result in downtime, consensus split, long reorganisation of the chain, 51% attack or other adverse outcomes each of which may lead to complete loss of Digital Assets.

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## **RISK OF CONFUSING USER INTERFACE**

Use the Services carefully, as certain user interface elements or design decisions of the Services potentially can be confusing or mislead you, which may result in the execution of a different action or transaction than intended or desired, including choosing the wrong Digital Asset to be used in a transaction, wrong type of transaction, or blockchain network.

## **RISK OF INACCURATE DATA**

The Services may derive certain information from the blockchain networks and related software in an automated manner, which means that such information may be not verified or checked. As a result, such information may be incorrect, incomplete, untimely, inaccurate, or insufficient. No warranties are being made that any information provided in connection with the Services will be complete or accurate.

## **UNANTICIPATED RISKS**

In addition to the risks set forth herein, there are risks that we cannot anticipate. Further risks may materialise as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

## **INTERPRETATION**

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to our disadvantage because we were responsible for the preparation of these Terms.

## **17 . UPDATES, AVAILABILITY, AND ACCESS**

### **UPDATES AND MODIFICATIONS**

We may from time to time and without prior notice make certain updates, improvements, or modifications to the Services, including, but not limited to, updates to the underlying software, infrastructure, security protocols, technical configurations, functionality, financial structure, or service features, and we shall not be in any case held liable with respect to any such update.

### **AVAILABILITY**

The availability and functionality of the Services depend on various factors.

The Services may be inaccessible or inoperable from time to time for any reason, including, for example, equipment malfunctions, maintenance procedures or repairs, Force Majeure Circumstances, disruptions, sophisticated hacker or malware attacks, and temporary or permanent unavailability of the underlying software or blockchain infrastructure, and/or unavailability of the respective Third-Party Services. In the aforementioned cases, the access or use of the Services may be prevented or limited without notice. We do not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that the Services will be immune from unauthorised access, bug-, virus-, or error-free. Notwithstanding anything to the contrary contained herein, we may, at any time and at our sole and absolute discretion, without prior notice and liability, terminate or discontinue the Services or any of their components.

## **ACCESS TO THE SERVICES**

If technically possible, we may limit, suspend or restrict access to the Services or any of their components with immediate effect and without notification and liability, regardless of reason, including if we, acting at our sole discretion, determine that (i) you have violated or may likely violate these Terms, applicable laws or regulations; or (ii) you or your actions create or may create legal exposure for us, Affiliates, or the Services; or (iii) you are or likely to be a Prohibited Person or act on behalf of a Prohibited Person. You hereby agree to comply with such limitations and not to circumvent or bypass them in any way. You hereby agree that we may install and utilise certain software, solutions and/or tools (for example, geo-blocking solutions) allowing us to identify users from the Prohibited Jurisdictions or certain restricted jurisdictions, or those who have violated these Terms or the laws, and restrict their access to and use of the Services.

## **18 . PROPRIETARY RIGHTS**

### **OWNERSHIP**

You do not receive any rights, title, or interest in or to the Intellectual Property and the respective rights holders reserve the right to prohibit any use of the respective Intellectual Property at any time. You may not obscure, remove or alter any marks or notices displayed in the Services. Any rights not expressly granted to you under the Licence and/or applicable FOSS Licences are reserved by us, respective Affiliates, and/or other rights holders.

### **FOSS LICENCES**

Certain components used within the Services may be distributed under the FOSS Licences, the terms of which shall be made available to you, and you agree to abide by and comply with the terms thereof, if and where applicable.

## **19 . ASSOCIATED COSTS**

### **FEES**

We reserve the right to introduce and charge certain fees for the access to and use of the Services. The applicable fees will be made available to you within the respective Patex Product.

### **THIRD-PARTY COSTS**

When you conduct transactions through the Services certain Third-Party Costs may arise. You shall bear all such Third-party Costs associated with transactions that you carry out through or in relation to the Services.

We are not responsible for any Third-Party Costs and shall not be in any way liable thereto. We will make commercially reasonable efforts to demonstrate to you the fees arising from the transactions made through or in relation to the Services, however, you should independently verify this information and we do not warrant that the provided information will be correct.

## **TAXES**

You are solely responsible for determining what, if any, Taxes apply to your activities and any transactions carried out on or in relation to the Services. It is also your responsibility to withhold, collect, report, and remit all applicable Taxes to the appropriate tax authorities, and we are not responsible for withholding, collecting, reporting, or remitting any such Taxes. You hereby acknowledge, understand, and agree that (i) your transactions on or in relation to the Services may have tax consequences for you, (ii) you are solely responsible for compliance with your tax obligations, and (iii) we will not bear any liability or responsibility with respect to any tax consequences to you associated with or arising from any transactions carried out on or in relation to the Services.

## **20 . APPLICABLE LAW**

### **GENERAL**

These Terms, as well as any and all relationship between you and us relating to the Services or any transaction contemplated in these Terms shall be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

## **EXCEPTION**

The choice of law prescribed in this Section 20 shall not prejudice the mandatory provisions of the law that applies to you as a Consumer.

## **21 . DISPUTES RESOLUTION**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. PLEASE NOTE THAT CERTAIN PROVISIONS CONTAINED IN THIS SECTION MAY BE APPLICABLE ONLY TO THE CONSUMERS.

### **OPT-OUT**

Notwithstanding anything to the contrary contained herein, you are entitled to opt out of the settlement and resolution of the Disputes in the binding arbitration as prescribed in this Section 21 by sending written notice to us via email at [legal@patex.io](mailto:legal@patex.io) within thirty (30) days after your acceptance of these Terms. Your notice shall include your name, residence address, email address, telephone number and an obvious and unequivocal statement of your willingness to opt out of the settlement and resolution of the Disputes in the binding arbitration. If you exercise your opt-out right within the term established herein all other parts of these Terms will remain in full force and will continue to apply to you. The exercise of your opt-out right as prescribed herein has no effect on any other arbitration agreements that we and you may execute in the future.

### **DISPUTE RESOLUTION**

For any Dispute that you have against us or relating in any way to these Terms or the Services, you shall first contact us and attempt to resolve the

For any Dispute that you have against us or relating in any way to these Terms or the Services, you shall first contact us and attempt to resolve the Dispute informally by sending a Notice to us via email at [legal@patex.io](mailto:legal@patex.io). The Notice must include your name, residence address, email address and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If we and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either, you or we, may submit the dispute to, as and to the extent applicable:

- a. binding arbitration administered by the LCIA, in accordance with the terms set forth in this Section 21. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute; or
- b. courts of England and Wales having competent jurisdiction, provided that you opt out of the settlement and resolution of the Disputes in the binding arbitration as prescribed herein; or
- c. courts of England and Wales having competent jurisdiction, without prejudice to the mandatory provisions of the applicable laws, provided that such Dispute arose from or in connection with your use of the Services as a Consumer, and/or relating to the relationship between you as a Consumer and us with respect to any transaction contemplated in these Terms.

As a Consumer, you are not obligated to attempt to resolve the Dispute informally as prescribed above, and, therefore, you reserve the right to submit the Dispute to the competent courts when you are willing to do so.

## **WAIVER OF COURT PROCEEDINGS AND JURY TRIAL**

Unless you opt out of the settlement and resolution of the Disputes in the binding arbitration as prescribed herein, except for any Disputes in which (a) you are considered a Consumer, or (b) either we or you seek injunctive or other equitable relief for the alleged unlawful use of Intellectual

Property, you and we hereby waive your and our respective rights (i) to have any Dispute arising from or related to these Terms, the Services and their use resolved in a court, and (ii) to a jury trial.

## **BINDING ARBITRATION**

Unless otherwise expressly outlined in these Terms, any Disputes arising out of or in connection with these Terms or the Services, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English. Any and all notices, requests, demands, and other communications which are required or may be given in connection with the arbitration shall be sent in electronic form, either via email or other electronic means including via any electronic filing system operated by the LCIA. Any and all notices, requests, demands, and other communications sent by electronic means shall be treated as having been received by a recipient on the day it is transmitted (such time to be determined by reference to the recipient's time zone). You will not and hereby waive your rights to object to the arbitration prescribed herein.

## **CONFIDENTIALITY**

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, Patex, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

## **NO CLASS ARBITRATIONS**

Any Dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

## **STATUTES OF LIMITATION**

To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to these Terms or the Services shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor we will have the right to assert such claim.

## **22 . COMMUNICATION**

### **COMMUNICATION CHANNELS**

You agree and consent to receive electronically all Communications that we provide in connection with these Terms and the Services. You agree that we may provide Communications to you through any of the Communication Channels, provided that only those postings shall be deemed to constitute Communication that are expressly marked as relating to these Terms. If you provide us with your email address, we may (but will not be obliged to) send Communications to you by email. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.

## **CONTACT DETAILS**

You may electronically communicate with us by sending Communications to the following email address [legal@patex.io](mailto:legal@patex.io). We may require you to provide additional data or documents that will allow us to identify you.

## **23 . MISCELLANEOUS**

### **NO WAIVER**

No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### **ENTIRE AGREEMENT**

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and us, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

### **PERSONAL DATA**

We neither collect your personal data, nor process and store it. More details are provided in our Patex Privacy Notice.

## **SURVIVAL**

Sections 10-13, 15-16, 18, 20-24 shall survive any expiration or termination of your access to or use of the Services, regardless of reason.

## **LANGUAGE**

Currently, only the English version of the Services interface and any Communications is considered official. The English version shall prevail in case of differences in translation of any Patex Materials, Communications, or other content.

## **ASSIGNABILITY**

You shall not assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms, including any rights and obligations hereunder at any time and no such transfer or assignment shall require your additional consent or approval, provided that such transfer or assignment, to our best knowledge, will not reduce or alter any guarantees or rights available to you as a Consumer.

## **VALIDITY AND ENFORCEABILITY**

The invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

## 24 . DEFINITIONS AND INTERPRETATION

- **“Affiliate”** means a person controlling, controlled by, or under the same control as Patex.
- **“Blockchain-Based Infrastructure”** means certain blockchain infrastructures and blockchain-based software, including protocols, modules and Smart-Contracts, the Patex Products rely on and/or interact with.
- **“Communications”** means any communications, agreements, documents, receipts, notices, and disclosures related to these Terms.
- **“Communication Channels”** means the Website, our Twitter, Facebook and Instagram accounts as well as YouTube and Telegram channels. Links to our Communication Channels are provided on the Website.
- **“Conditions”** means certain terms, conditions, participation requirements and criteria applicable to the respective Patex Reward Program.
- **“Consumer”** means a natural person using the Services for personal or household purposes as defined under the applicable legislation, i.e. for certain purposes that are wholly or mainly outside their trade, business, craft, or profession.
- **“Credentials”** means the data that can be used to access, and manage your Wallets and/or an Account, including username, passwords, seed phrases, private cryptographic keys, signing keys or any other type of keys, PINs, etc.
- **“Digital Assets”** means digital cryptographic tokens of any kind, including cryptocurrencies, implemented on blockchain, such as, for example, Tokens, Ether (ETH), USD Tether (USDT), etc.
- **“Dispute”** means any dispute, claim, suit, action, causes of action, demand, or proceeding.
- **“Feedback”** means any comments, suggestions, recommendations, or other feedback, provided by you in connection with or relating to the Services.
- **“FOSS Licence”** means a free and open-source software licence that allows for editing, modifying, or reusing software’s source code.

**“Force Majeure Circumstances”** means any circumstances that are out of our control, which include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) epidemic, pandemic, insurrection, riot, labour dispute, accident, (iv) sanctions, government actions, embargoes, (v) injunctions, cease and desist orders, restraining or similar orders, other actions of a court, governmental or other authorities, (vi) weaknesses, vulnerabilities and bugs

- in the software, blockchain networks, smart-contracts, other technologies used in connection with the Services, 51% attacks or similar attacks on Digital Assets’ underlying blockchain networks; (vii) loss or theft of Digital Assets or other funds, including as a result of a hacker, malware, or other attack or third-party hostile interference; (viii) actions, failures to act or inactions of Third-Party Service providers or other third parties; (ix) system interference and/or destruction by any malicious programs; (x) power failure, equipment or software malfunction or error; and (xi) other circumstances beyond our control interfering the performance hereof.

- **“Intellectual Property”** means any names of services and products, logos, trademarks and other marks, copyrighted content, trade secrets, patents, designs, drawings, pictures etc., which may be demonstrated within the Services, contained in the Patex Materials, or otherwise provided by us or on our behalf.

- **“LCIA”** means the London Court of International Arbitration.

- **“Licence”** means a limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable licence (right) to access and use the Services for their intended purposes on the terms set forth herein.

- **“Notice”** means a written notice of your claim to any of the Patex Parties.

- **“Patex”, “we”, “us”, “our”** means CPEX DLT Inc., a BVI business company, having registered address at Intershore Chambers, PO Box 4342, Road Town, Tortola, VG1110, British Virgin Islands.

- **“Patex Bridge”** means a Patex blockchain bridge, which is essentially a solution, allowing cross-chain swaps, supporting Token networks, and enabling an exchange of data, Digital Assets or non-fungible tokens (NFTs) from the Patex Network to other blockchain networks.

- **“Patex ETH Converter”** means an Ethereum converter provided by Patex, allowing users to convert a certain amount in Ether (ETH) Layer 1 to the Layer 2 blockchain network.

- **“Patex Explorer”** means an analytical tool allowing users to keep track of Digital Assets, contracts, Wallet balances and access the data about blockchain transactions associated with the respective Wallet addresses, including the transaction amount, sources and destination of Digital Assets, status of the transactions, etc.
- **“Patex Materials”** means any information, statements, announcements, data, content and other materials with respect to the Services provided by us or on our behalf, whether through the Communications Channels or otherwise.
- **“Patex Network”** means a Layer 2 Ethereum blockchain network named “Patex Network”, which is a fork of Optimism.
- **“Patex Products”** means the Website, Patex Explorer, Patex Bridge, Patex ETH Converter and any other products offered and operated by Patex or Affiliates.
- **“Patex Reward Programs”** means certain Patex programs, as may be available on the Website from time to time, participants of which may receive certain Rewards, such as Proof of Value (POV) program for staking, referral programs, activity mining program, etc.
- **“Prohibited Jurisdiction”** means any of the following jurisdictions and territories: Democratic People’s Republic of North Korea, Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Myanmar, United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Sevastopol and the Crimea Region of Ukraine, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, United Arab Emirates, British Virgin Islands, and any jurisdiction or territory in which the use of the Services is prohibited by applicable laws or regulations, or which is subject to a country-wide or territory-wide sanction imposed by any country, government, or international authority.
- **“Prohibited Person”** means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government or international authority.
- **“Rewards”** means certain remuneration allocated and distributed among the users, participating in the respective Patex Reward Programs.

- **“Services”** means the Patex Products, associated software and application programming interface (API) as well as any services offered or provided by us through or in relation to the Patex Products. It is expressly acknowledged that the Services do not include Blockchain-Based Infrastructure, Third-Party Content, and Third-Party Services.
- **“Smart-Contracts”** means autonomous, binding and self-executing smart-contracts deployed on blockchain networks.
- **“Taxes”** means any income, earnings, capital gains, sales, use, value-added, or similar tax, arising from your transactions carried out on or in relation to the Services.
- **“Terms”** means these Patex Terms of Service.
- **“Third-Party Content”** means any content, information, materials and items provided by third parties or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, other third-party materials and data, (iii) third-party websites and resources, and links thereto, and (iv) any information produced or derived from Third-Party Services or other third-party sources.
- **“Third-Party Costs”** mean any costs, fees or expenses that are charged by third parties or third-party technologies, including, for example, blockchain gas costs, commissions and fees related to or charged by Third-Party Services.
- **“Third-Party Services”** means any third-party websites, applications, software, services, items, and solutions that are not provided by us, such as, for example, Digital Assets, Wallets, software or hardware wallets, analytic tools, blockchain smart-contracts, etc.
- **“Tokens”** means Patex ERC-20 digital cryptographic tokens, having a “PATEX” ticker and native to the Patex Network. Tokens shall also include the same tokens deployed on other blockchain networks.
- **“Wallet”** means a pair of public and private cryptographic keys that can be used to track ownership of, receive or spend Digital Assets on a blockchain network.
- **“Website”** means the Patex website available at <https://patex.io>, including any of its subdomains

- **“you”, “your”** means the person who accepts these Terms; if you are acting on behalf of an entity, “your” and “you” shall refer to both you as an individual using the Services, and the entity on whose behalf you are acting.

## **INTERPRETATION**

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to our disadvantage because we were responsible for the preparation of these Terms.