



POLYX EXCHANGE TERMS OF USE

LAST UPDATE: DECEMBER 12, 2021

Welcome to the Polyx!

The Polyx Exchange system (**Exchange**) is designed to provide you (**User, You**) with the convenience of exchange of the Digital Assets (*as defined below*).

These Polyx Terms of Use (**Terms**) are a legally binding agreement between You and the **Digitaltrade Ltd** incorporated under the laws and regulation of Saint Vincent and the Grenadines (**Company, We, Us**), that regulates Your use of the Polyx and Company Services.

IMPORTANT FORENOTE

By registering Your Account at the Exchange You are unequivocally and unconditionally accepting all terms and conditions provided in the present Terms and its annexures (Annexures).

Annexures include, but not limited to the following documents:

- a. Polyx Exchange Privacy Policy (can be accessed via the following link: https://polyx.net/static/docs/EN_Privacy_policy_site.pdf);
- b. Polyx Exchange AML/KYC Policy (can be accessed via the following link: https://polyx.net/static/docs/EN_AML_policy_site.pdf);
- c. Polyx Exchange Cookie Policy (can be accessed via the following link: https://polyx.net/static/docs/EN_Cookie_policy_site.pdf).

Please note, some of the provisions of the aforementioned documents could be further elaborated within the Exchange.

The complex of the terms and conditions foreseen by present Terms, its Annexures and the Polyx Exchange system comprise the entire understanding and agreement between You and the Company.

We strongly advise You to devote proper time, carefully study these Terms, its Annexures and the Polyx Exchange, reach for advice from Our support team, external attorneys, accountants, and any other professionals, as well as do any other actions You think are necessary to make a profound decision before registering an Account, effectuating other Terms Acceptance Actions and(or) using the Exchange and Services.

In case You do not agree to any of the conditions foreseen by these Terms and its Annexures, You shall immediately stop Account registration and terminate any use of Polyx and Services.

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

You hereby undertake to keep yourself updated with the Terms, on a regular basis check Terms updates within the Exchange and make Yourself acquainted with amended text in case of update.

Where upon amendment of the Terms You do not agree to any of the amendments, You shall immediately terminate any use of the Exchange and Services and close Your Account.

*RISKS OF TRADING DIGITAL ASSETS

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

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

No.	Risks Description	Potential Consequences	Negative
1.	<p>Fluctuation of Digital Assets The value of virtual Digital Assets has high volatility (i.e., value can increase and decrease significantly in a very short period and at any given moment). The value of a virtual currency and collapse in demand may be influenced by many factors, including loss of confidence in the currency, changes in software development, government decisions, creation of a competitive currency, technical problems, political or non-political statements, statements of influencers and news and hacker-attacks.</p>	Collapse in value of the Digital Assets	
2.	<p>No Governmental Backing of Digital Assets Generally, Digital Assets are not backed by the government or their issuer, therefore they have special risks that are not generally shared with the official currencies because they are not issued by governments or backed by commodities or goods that are tangible or registered in the official registry. Digital Assets are intangible, decentralized, backed only by technology and trust. No central bank or other institution can take any measures to protect the value of Digital Assets.</p>	Loss of the funds used to obtain the Digital Assets	
3.	<p>Regulatory Prohibitions In most of the countries Digital Assets remain in the grey area of regulation and legislation related to the crypto currencies and Digital Assets is in constant development and change. The negligence in the terms of initial review of Your local legislation and further updating of regulation amendments of Digital Assets in Your country of residence and citizenship may cause the infringement of the relevant legislation and(or) forced sale of the Digital Assets and(or) payment of the fines.</p>	Forced sale of the Digital Assets; Fines and other legislative sanctions	
4.	<p>Polyx Security System Your access to the Digital Assets on the Polyx Exchange depends on Your knowledge of Your Login-Password pair and other identity verification means used by Polyx (email, telephone number, etc.). It is exposed to situations out of Company's control, where Users forget the Login/Password, disclose the Login-Password pair and other identification details to third parties, loose devices containing the Login/Password and other human factor risks.</p>	Lost access to / loss of Digital Assets	
5.	<p>Third Parties Fraudulent Practices We do everything possible to combat the third parties' websites/platforms that may copy the Website, Applications and (or) communication means to get access to Your Login-Password pair and(or) other identification means. Such information is the key means to verify the identity of an</p>	Loss of Digital Assets	

	individual using the account. Where such data is used by third parties it is next to impossible to prevent their access to the Account prior to the loss of assets stored at the Account prior to User personal notification of the Company.	
--	--	--

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

- a) To study all information related to the background of Digital Assets prior to any actions related to Your use of the Exchange and Services;
- b) To keep Yourself updated on the Digital Assets market conditions during the whole period of use of the Exchange and Services;
- c) To keep Yourself updated on the laws and regulations related to the Digital Assets in the country of Your citizenship and residence, including, but not limited to the counseling with external legal advisories;
- d) To be careful and keep Your login, passwords, private keys, security codes and words for Yourself as well as to change them on a regular basis;
- e) To use all possible means of authentication provided by the Exchange;
- f) To be careful and assess the Exchange website through the following link <https://polyx.net/en>;
- g) To be careful and download the Applications only using the links provided on the Exchange website;
- h) To verify the correspondence of the email address and other contact details to those provided in present Terms and(or) within the Exchange website every time during communication with Us prior to any response.

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

The Company shall not be responsible and will not compensate You for any losses caused by transmitting Digital Assets, virtual assets and fiat to any addresses/bank accounts that are not directly provided within the Polyx system.

In case You find any link that is presented as the link to the Exchange website and(or) other Polyx software products on the external forums and other websites, in no case open such links, nor transfer any fiat or virtual assets with use of such links and immediately contact Our support team.

DEFINITIONS

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

Polyx	The Company's range of products under the Polyx brand, including the Polyx Exchange and Polyx Mobile Wallet, owned by the Company and designed for convenient self-service management of Digital Assets.
Polyx Exchange or Exchange	A set of information, web forms, software and hardware and intellectual property objects (including computer software, database, graphic interface design, content, etc.) that belong to the Company, can be accessed from various User devices connected to the Internet through special web browsing software (browser) at " polyx.net " domain, including domains of the following levels, to get access to the Services.
We, Us, Our and Company	The Digitaltrade Ltd, a company incorporated under the laws of Saint Vincent and the Grenadines, business company number: 26561 BC 2021, email: info@polyx.net

You, User	Individuals and legal entities that conform to the eligibility requirements foreseen by present Terms, have a registered Account, use Exchange and Services.
Account	The set of the data recorded in the Polyx Exchange under the specific User from the moment of its successful registration and includes all User interactions with the Exchange.
Registration Data	The personal data of the User provided by the individual to the Company by filling in the registration form to register an Exchange Account, the full list of which is provided in the relevant section of present Terms and its Annexures.
Digital Assets	Encrypted or digital assets that among other purposes can be used as the cryptocurrencies that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form. The exhaustive list of such assets is provided in the Exchange.
Services	All services provided by the Company within Exchange, including Deposit, Digital Assets Exchange and Withdrawal.
Deposit	The transfer by the User of the Digital Assets from the User's external wallet/address to the address provided within the Exchange.
Withdrawal	The transfer by the User of the Digital Assets from the address provided within the Exchange to the User's external wallet/address.
Exchange Transaction or Digital Assets Exchange	The mutual transfer of the Users' Digital Assets within the Exchange, in case of compliance with the terms of their registered Orders.
Order	An instruction for the effectuation of the Exchange Transaction(s) registered by the Users within the Exchange.
Exchange Rate	Value of the Digital Assets denominated in one of the supported Digital Assets as quoted within Exchange.
Fees	A commission charged by the Company in consideration for the Services.
Mobile Wallet	the Company's other software product under the Polyx brand, called " Polyx Wallet ", which can be made available to Users on GooglePlay and/or AppStore and allows the generation of wallet addresses and encrypted private keys and can be used for transactions with crypto assets.
Third-Party Services	Services provided by the companies not affiliated to the Company, information on which can be found within the Exchange website.
KYC/AML Verification	Verification procedure, the main purposes of which may be to confirm the identity of the User and the source of the Digital Assets, carried out by the Company to identify any potential risk of money laundering, terrorism financing, fraud, or other financial crime and comply with AML/KYC legislation requirements. This procedure includes the provision of additional information and documents by Users to the Company through the Polyx system and the verification of such information and documents by the Company. Specific provisions governing the Company's conduct of this procedure are set out in Polyx Exchange AML/KYC Policy, the link to which can be found above.

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

1. ELIGIBILITY

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

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

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

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

2. ACCEPTANCE OF THE TERMS

2.1. You shall be deemed as You carefully studied the entire text of these Terms and all its Annexures and unconditionally and unequivocally accepted present Terms and its Annexures once You execute Registration of an Account on the Exchange.

2.2. Along with Your acceptance of present Terms and its Annexures Registration of an Account shall be deemed as the confirmation and warranty of the following:

- a. Your conformance to the Polyx eligibility criteria;
- b. You have reached out to advisors, counselors and(or) Us, as well as taken any other actions required to clear all uncertainties regarding the meaning of the conditions foreseen by these Terms and its Annexures;
- c. You totally understand the nature of the Services You may be provided by the Company according to these Terms;
- d. You will not be furthering, performing, undertaking, or engaging in any unlawful activity through Your relationship with Us or through Your use of the Polyx system;
- e. Your use of Services and Polyx will comply with these Terms and its Annexures, laws, and regulations of the country of Your citizenship and residence, country where Our Company is registered, as well as any other jurisdiction applicable to Our relationships under these Terms;
- f. All the information that You provided Us during the Account registration/Wallet creation, as well as information that You will provide Us during the enhanced KYC/AML Verification procedure is accurate and up to date.

2.3. It is Your sole responsibility to track the accuracy of the information under Your Account during the whole period of use of Exchange and Our Services. Please be noted, the Company shall bear no liability for Your losses where outdated or inaccurate information has caused inability to verify/restore/unblock Your Exchange Account and ultimately inability to use the Exchange and Our Services.

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

3. POLYX EXCHANGE

3.1. The Services within the Exchange include (i) Deposit/Withdrawal of Digital Assets to the Exchange and (ii) Digital Assets Exchange, and become available to the User only after registration of an Account within the Exchange.

Registering an Account at the Exchange

3.2. To register an Account within Exchange You need to follow the below steps:

- a. Go to the initial page of the Exchange website;
- b. Find and press a button “*Login*” on the initial page of the Website;
- c. Find and press a button “*Registration*” on the login page You will be transferred to;
- d. Fill in the Registration Data that includes the following:

- i. Your full name and surname;
- ii. Your email address (it will be used as “*Login*” during Your further interaction with the Exchange);
- iii. Your birthday date;
- iv. Random set of letters, numbers, and symbols of different letter case (it will be used as “*Password*” during Your further interaction with the Exchange);
- v. Your country of residence.

- e. Place next to the box “*I have read and agree to the Polyx Terms of Use*” and “*I have read and agree to the Polyx Exchange Privacy Policy*” or their alternatives provided on the Exchange website;
- f. Press the button “*Create account*” on the same page of the Exchange website;
- g. Follow the Account verification procedure according to the email that You shall receive upon submission of the registration form.

3.3. Once You have completed all the aforementioned steps, You become the owner of the Exchange Account with full access to the Company Services within the Exchange with the only exception to the Services that require completion of the KYC/AML Verification. Such Services become available to You upon additional completion of the KYC/AML Verification.

Deposit / Withdrawal

3.4. To Deposit Digital Assets within Exchange, You need to do the following:

- a. Find and copy address in the “*Wallet*” section of the Exchange website;
- b. Input this address on the external website/platform as the destination address for the transaction;
- c. Check all transaction details on the external website/platform;
- d. Confirm the transaction on the external website/platform by performing relevant actions according to the regulations of such external website/platform.

3.5. Please note that the procedure described above may vary according to the external website/platform You use.

3.6. The amount of the Digital Assets specified for the Deposit shall be at least equal to the Deposit minimum amount. Exchange limits on the minimum amount of the Deposit may differ according to the type of the Digital Assets. The exact values of such limits can be found within the Exchange website.

3.7. Upon successful Deposit, Your Account data will be immediately updated and shall reflect the new information on the Digital Assets available within the Exchange.

3.8. To Withdraw Digital Assets within Exchange, You need to do the following:

- a. Find and copy the address to which You would like to transfer the Digital Assets;
- b. Enter this address in the relevant window of the “*Wallet*” section of the Exchange website as the transaction destination;
- c. Verify all transaction details, including but not limited to the destination wallet address and transaction amount;
- d. Confirm the transaction within the Exchange.

3.9. For successful Withdrawal all following conditions shall be fulfilled:

- a. The Digital Assets available within the Exchange equals or exceeds the sum of Digital Assets specified for Withdrawal plus relevant Fee;
- b. The Digital Assets amount specified for the Withdrawal shall correspond to the minimum and maximum amount of the Withdrawal foreseen within Exchange. The exact values of minimum and maximum Withdrawal amounts can be found on the Exchange website.

3.10. Upon successful Withdrawal, Your Account data will be immediately updated to reflect the new information on the Digital Assets available within the Exchange.

3.11. In cases where Your Account data for any reason has not been updated after the Deposit/Withdrawal or does not correspond to any other transactions effectuated within Exchange, You should immediately contact Our support team.

3.12. It is Your sole responsibility to check the Deposit/Withdrawal details prior to confirming such transactions on the Exchange or external websites/platforms. The Company shall bear no liability for the losses of the User where he/she enters wrong transaction details on the Exchange or external websites/platforms, including but not limited to wrong wallet address, transactions amount less/exceeding the minimum/maximum amounts for Deposit/Withdrawal foreseen by the Exchange, etc.

Digital Assets Exchange

3.13. Users can effectuate the Digital Assets Exchange by registering the Orders on the Exchange.

3.14. To register the Order, You need to provide the following details under the relevant form within the Exchange:

- a. Type of Digital Assets;
- b. The amount of Digital Assets that You would like to place under the Order;
- c. Type of Digital Assets that You would like to receive as the result of the Order execution.

3.15. Once all aforementioned details are provided, Exchange automatically provides You information on the amount of the Digital Assets that You can receive as the result of the Order execution. Please note that the amount of Digital Assets to be received is calculated according to the Exchange Rate on the moment of Order registration such data is displayed and can vary from the amount of the Digital Assets You will receive as the Result of Order execution.

3.16. By registering Your Order on the Exchange, You acknowledge and agree to bear all losses caused by fluctuation of the Digital Assets market price and corresponding changes of the Exchange Rate. Therefore, the Company shall have no liability for Your losses where the amount of Digital Assets received as result of Order execution does not correspond to the data You were provided at the moment of Order registration where such inconsistency is caused by the change of the Exchange Rate.

3.17. The Order will be registered only where all of the following conditions are fulfilled:

- a. The Digital Assets available within Exchange equals or exceeds the sum of Digital Assets specified under the Order and relevant Fee;
- b. Each of the Digital Assets specified under the Order falls into the Digital Assets pairs of another Digital Asset specified under the Order (please find details on the Digital Assets pairs on the Website);

- c. The Order submitted for the registration corresponds to the minimum and maximum amounts of the Order foreseen for the Digital Assets specified under the Order (please find details on the Exchange Transaction limits for each of the Digital Assets within the Polyx).

3.18. Upon registering the Order at the Exchange, Your Account will be immediately updated to reflect the new open Order. The Order will be included in the Exchange registry to match other Users' Orders. Where Your Order fully or partially matches other Orders, the Exchange will execute an Exchange Transaction(s).

3.19. Upon execution of every Exchange Transactions within the Order, Your Account will be updated to reflect that the Order has been fully executed and closed, or the Order has been partially executed. The Order will remain open until it is fully executed or cancelled.

3.20. You can cancel the Order only prior to Exchange matching Your Order. Once the Exchange matches the Order, You may not change, revoke or cancel Company's authorization to complete the Order. Where the Order has been partially matched, You can cancel the unmatched part of the Order.

3.21. The Company reserves the right to reject any Your cancellation, change and revocation requests related to the Order.

4. DIGITAL ASSETS

4.1. The Company limits the range of the crypto assets that can be subject to the Services. Company provides an exhaustive list of such crypto assets within the Polyx system.

4.2. In no case the aforementioned list of Digital Assets shall be considered by the Users as the recommendation to obtain/use the crypto assets from such a list. The Company shall bear no liability for the losses of the Users in case he/she decides to use the crypto assets based on the fact of their inclusion in the list of Digital Assets.

4.3. The Company hereby retains the right to amend the list of the Digital Assets at any time by including and(or) excluding some or all of the crypto assets from such list with no prior notification of the Users.

4.4. In no case any changes to the list of Digital Assets by the Company shall be considered by the Users as a recommendation to buy/sell the crypto assets in question. The Company shall not be liable for any loss incurred by Users if they decide to dispose of the funds/crypto assets on the basis of a change in the list of Digital Assets.

4.5. The crypto assets excluded from the Digital Assets list immediately become unable to be subject to any of the Services except to the Withdrawal.

4.6. It is Users' sole responsibility to check on the amendments of the list of Digital Assets on a daily basis. The Company shall bear no liability for the losses of the Users caused due to the amendment of the list of Digital Assets.

5. OTHER POLYX SOFTWARE PRODUCTS

5.1. The Exchange website may include links to other Polyx software products, including but not limited to the Mobile Wallet.

5.2. Please note that the use of such other Polyx software products is outside the scope of these Terms, unless the documents governing their use make direct reference to these Terms.

5.3. Please note, **the Polyx Mobile Wallet is not linked to the Exchange**. Where You mistakenly make a Deposit within the Wallet, intending to use such Digital Assets within the Exchange, You will need to

transfer them to the Exchange under Your own cost. The Company is not responsible to refund You the Fees associated with such transfer.

6. THIRD-PARTY SERVICES

6.1. Third-Party Services include the purchase/sale of Digital Assets in exchange for fiat currency and any other services, information and links on which in any form are provided within the Polyx system. **These services are provided by external service providers that are not related to the Company.**

6.2. Any information on the Third-Party Services and the links to websites/platforms where Users can get the Third-Party Services (e.g., in the form of buttons, Website sections) is provided **exclusively for the information purposes** of the Users and in no case shall be regarded as recommendations to use such Third-Party Services or any other services provided by such external service providers.

6.3. The Users shall always remember that such Third-Party Services are the subject to user agreements and other documentation provided on the websites/platforms of external service providers. They are not subject to the present Terms and their annexures. It is Users' sole responsibility to find, carefully study such documents and understand all relevant terms and conditions on which they will be rendered Third-Party Services. **In no case Company shall bear any liability for the losses of the Users derived from the use of the Third-Party Services.**

6.4. The fees for the Third-Party Services are not included in the Company Fees and to be paid separately according to the terms of user agreements and other documentation provided on the websites/platforms of external service providers.

7. FEES

7.1. In consideration for the Services, the Company charges Users the Fees.

7.2. The Fees rates may vary based on the Services, Digital Assets, and amount of Digital Assets for which Services are rendered. The exact Fees rates can be found within Polyx.

7.3. The Fees are charged on the same Digital Assets being subject to the Services above the amount of the Digital Assets for which the Services are rendered.

7.4. The Company reserves the right from time to time to amend the Fees rates at its own discretion and without prior Users' notification. Amended Fees rates apply to all Services rendered after the Fees amendment.

7.5. You hereby authorize the Company to deduct any owed Fees applicable according to these Terms. The Company deducts Fees along with the Deposit/withdrawal/exchange transaction, where such Commissions are applicable.

7.6. The Company may provide for discounts and other fee reductions which are to be disclosed in detail by the Company within Polyx.

8. KYC/AML VERIFICATION

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

8.2. In general, KYC/AML Verification can be divided into two main types: (i) basic KYC/AML Verification and (ii) enhanced KYC/AML Verification.

8.3. The general KYC/AML Verification includes User screening based on their Registration Data and any other information provided during the process of Account registration.

8.4. During the lifetime of Your Account Company will conduct the ongoing monitoring and may at its own discretion require You to follow enhanced KYC/AML Verification where the monitoring reveals any red flags. General factors that may trigger the enhanced KYC/AML Verification are disclosed in the Polyx Exchange AML/KYC Policy.

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

8.6. The Company retains the right to reject You the access to the Polyx and Services (including deletion of Your Account) in any of the following cases:

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

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

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Company grants You a limited, non-exclusive, non-transferable license to access and use the Polyx software products for the purpose of rendering You Services strictly in accordance with present Terms and its Annexures.

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

9.3. Name "Polyx", logotype and corporate identity represent the intellectual property of the Company.

9.4. All the above-mentioned objects belong to the Company and are its sole property, including all the material rights on the texts, graphics, content, trademarks, databases, etc. created by third-party contractors, employees, Company consultants, and other Company partners.

9.5. You hereby represent and guarantee that You will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the intellectual property without the explicit written consent of the Company.

9.6. You hereby agree that all the above-mentioned objects are protected by copyrights, trademarks, or other respective intellectual property rights.

9.7. Nothing within these Terms, its Annexures and the Polyx should be construed as granting, by implication, estoppel or otherwise, any license or right to use any intellectual property displayed or used within the Polyx, without the prior written permission of the Company.

9.8. For the avoidance of doubt, the Company prohibits the use of any of its or its affiliates logos as part of a link to or from any website unless the Company approves such use of its or its affiliates logos in advance and in writing.

9.9. In case You would like to obtain a relevant license for the use of any of the objects You need to contact Us under the contact details provided at the end of the present document.

10. SECURITY

- 10.1. We keep the top priority of User's data and assets protection.
- 10.2. To access the Services for the first time, You will be required to create a Login-Password pair or will be given a seed phrase, private keys as well as other identification data. Polyx will request from You such identification data every time You login to the system.
- 10.3. Within Exchange You are provided with additional methods of Your Account protection, including, but not limited to automatic logout after a certain period and two-factor authentication when logging in. You can find out about all additional protection methods directly within Polyx. We strongly advise You to use such additional protection methods.
- 10.4. You are responsible for keeping identification data as well as devices that are used for the access to Your Account and two-factor authentication during the login process safe at all times and maintaining adequate security and control of all identification data. We strongly recommend You not to keep identification data on the shared repositories and in any other digital way that makes them easy to access.
- 10.5. Any loss or compromise of Your electronic device and(or) identification data may result in unauthorized access to Your Account or addresses within the Exchange by third parties and consequent theft of Personal Data and(or) Digital Assets.
- 10.6. You should never allow remote access or share Your device and(or) device screen with someone else while using the Polyx.
- 10.7. **We never ask You** for any identification data related to Your Polyx Account or account/wallet on any other source. We also never ask You to transmit any funds and virtual currency to accounts and addresses, which are not directly provided in the Polyx system.
- 10.8. You should always verify the authenticity of the Polyx website and applications every time prior to entering any of the identification data.
- 10.9. Where (i) You suspect that Your address within the Exchange or any of Your identification data have been compromised or (ii) You have any information on the happened or alleged violation of laws with use of Polyx, You must immediately notify Us via email provided at the end of this document and take actions You may be requested by the Company in order to mitigate the negative consequences.
- 10.10. We are not liable for any damage or interruptions caused by any viruses or other malicious code that may affect Your devices, or any phishing, spoofing or other attack. Please be aware that SMS and emails are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Us.

11. USER GUARANTEES AND OBLIGATIONS

- 11.1. Users shall respect and follow these Terms and its Annexures, as well as other rules provided within Polyx.
- 11.2. Users are obliged to act truly and transparently when completing the KYC/AML Verification. Users are obliged to immediately provide the Company with any changes in personal information being provided to the Company within the KYC/AML Verification.
- 11.3. Users guarantee that they will not use the Polyx in the name of any third party, meaning that they are fully responsible for all activity that occurs under their Account or with the use of their secret (seed) phrase.
- 11.4. Users shall not use the Polyx and Services for any purpose that is illegal, unlawful, unethical, or inconsistent and(or) contrary to these Terms and the purpose for which this Polyx was created.

11.5. The Company reserves the right to investigate all violations of these Terms and its Annexures, threats and unauthorized use of the Polyx and will act accordingly and in a manner that is considered appropriate, including, among other things, reporting on the suspicion of illegal activities to the competent law enforcement authorities or other authorized third parties. If necessary and bound by the law, the Company will disclose all the relevant information to the above-stated authorities, including personal names, emails, IP address, search history, etc. You also acknowledge that You will not perform any activities that would, at our discretion, constitute or represent a disproportionate and excessive burden on the Polyx, and related infrastructure.

11.6. Where the User violates any laws that apply to him regarding using Our Services, or the above-stated requirements, the Company has the right to take all necessary measures directly, including but not limited to cancellation of the User Account, and even through the form of action to prosecute the User legal responsibility. In such a case, the Company shall inform legal authorities about such User and reserves the right to announce such User publicly to ensure the safety of other Users, other exchanges, people, institutions, governments, and states.

11.7. We do not guarantee the identity of any User, or third party and We will have no liability or responsibility for ensuring that the information You provide is accurate and complete.

12. INDEMNITY

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

13. LIMITATION OF LIABILITY, EXCLUSION OF ANY WARRANTIES

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

13.2. The Company provides Services and Polyx on an "AS IS" and "AS AVAILABLE" basis, with no further promises from the Company on availability of the Services and Polyx. Access to the Services may become degraded or unavailable during times of significant volatility or volume, including limitations on access to the Polyx and Services, including the inability to initiate or complete Deposit, Withdrawal, Exchange Transactions and may also lead to support response time delays.

13.3. The User shall bear any loss resulting in his/her own fault or error, including but not limited to not timely trading operations, forgetting or leakage of passwords, cracked passwords, secret (seed) phrase or private keys, and(or) the invasion of the User's device by the third person.

13.4. In the event of a potential loophole in the exchanging rules that unjustly enriches the User, We reserve the right to reverse related transactions and claim back relevant Digital Assets. The User must effectively cooperate, otherwise, We will take actions, including, but not limited to Account blocking, Digital Assets freezing, legal enforcement of the User in a court and other recourse measures. In the event the User does not cooperate, the User will also bear all related expenses inquired by the Company.

13.5. Although the Company does everything possible to provide accurate and timely information within Polyx, it may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors.

13.6. You should verify all information within Polyx before relying on it, and all decisions based on information contained within Polyx are Your sole responsibility.

13.7. The Company shall not be liable for any direct, indirect, punitive, incidental, consequential, and other damages or loss of data, profits, goodwill or reputation, personal injury or any other damage resulting from the following: (i) Your access and use of Polyx and(or) Services, (ii) Your inability to use the Polyx and(or) Services (iii) any information or content contained within Polyx, (iv) Your information or material provided within Polyx.

13.8. The Company does not make any representations and excludes any warranties, expressed or implied, to the fullest extent possible under the applicable law regarding the relevance, reliability, availability, timeliness, and accuracy of the Services and Polyx information, the content of the Polyx and links to third party websites within Polyx.

13.9. The Company shall not be liable for failure to fulfill its obligations under these Terms, if such failure is the result of any reason beyond its reasonable control, which includes, inter alia, force majeure, hacker attacks, mechanical, electoral and communication impairments or deterioration.

13.10. Our Services, Polyx, information and content on it, are provided without any warranty of any kind.

14. TERMINATION, RESTRICTION AND CHANGE OF SERVICES

14.1. The Company retains the right at any time and at its own discretion to change the Services content and/(or) may also interrupt, suspend, or terminate the Services with no prior notification of the Users.

14.2. The Company hereby retains the right at any moment, for any period and without prior notice to suspend User access to some or all the Services and to delete Account where any of the following conditions are met:

- a. Your Registration Data and any other information provided to the Company for KYC/AML Verification purposes is not true, inconsistent with the information at the time of registration or later and failed to provide reasonable proof;
- b. You violate these Terms and its Annexures, as well as any applicable laws and regulations, including but not limited to the use of the Polyx for illegal activities;
- c. When it is required according to applicable laws or regulations, and requirements of the competent public and local authorities;
- d. When it is required for the security purposes of the Polyx.

14.3. In cases where the Company suspends User access to some or all the Services and deletes User's Account, it shall bear no liability for all associated losses of the User.

14.4. The Company reserves the rights to freeze a part or all of User's Digital Assets, or otherwise restrict User from accessing part or all the Services, given that the circumstances show that Account is exposed to risk of third-party unauthorized access.

14.5. To "unfreeze" the Digital Assets/Account User shall submit to the Company a relevant request. The Company can request from the User to provide information and documents evidencing the absence of the risk potential which caused Digital Assets/Account freeze. The Company will unfreeze the Digital

Assets/Account only when there is no risk of any kind for Polyx and its Users. The Company reserves the right to determine to which extent and in which order to unfreeze the User's Digital Assets/Account.

14.6. Users shall fully understand that the request to unfreeze Digital Assets/Account may be fully or partially rejected by the Company.

14.7. The Company shall not be liable for any losses of the Users due to the freeze and(or) termination(cancelation) of the Digital Assets/Account and expenses incurred due to preparation and provision of information and documents, as well as any other User expenses incurred under the course of actions aimed to unfreeze the Digital Assets/Account.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1. These Terms shall be governed by and interpreted in accordance with the laws and regulations of Saint Vincent and the Grenadines.

15.2. User and Company hereby agree to notify each other in writing of any dispute within **sixty (60) days** of when it arises. The Company can use any contact information provided under the User Account to send a notice. While User shall send notice to support@polyx.net.

15.3. Users of the Services agree that any dispute, controversy, difference, or claim arising out of or relating to the Terms, including the existence, validity, interpretation, performance, breach, or termination thereof shall be referred to and finally resolved by a mediation procedure according to the laws and regulations of Saint Vincent and the Grenadines, before taking the case before the court.

15.4. Should the dispute not be settled in a mediation procedure, then the interested party can present the dispute before the Magistrate's Court of Saint Vincent and the Grenadines in accordance with the Company location.

16. TRANSFER AND ASSIGNMENT

16.1. You may not assign or transfer any of your rights or obligations under these Terms and its Annexures without prior written consent from the Company, including by operation of law or in connection with any change of control.

16.2. We may transfer or assign our rights and(or) obligations under these Terms and its Annexures at any time without Your approval, including as part of a merger, acquisition or other corporate reorganization involving the Company.

16.3. These Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

17. ENTIRE AGREEMENT

17.1. These Terms contain the entire agreement of the parties regarding the use of Polyx and Services and supersede all prior and contemporaneous understandings between the User and the Company regarding the same subject.

17.2. In the event of any conflict between these Terms and any other Your written agreement with the Company, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement. Our failure or delay in exercising any right, power or privilege under these Terms shall not be deemed as a waiver thereof.

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

18. AMENDMENTS

18.1. The Company hereby reserves the right to amend these Terms at its own discretion at any reasonable rate of frequency by posting the amended Terms within Polyx. The new version of the Terms will include an update date on its first page.

18.2. The User undertakes at own risk to keep himself/herself updated with the Terms amendments, and do the following: (i) to memorize/make a note of the date of last update provided in the Terms (e.g., to save a copy of the Terms and its Annexures, etc.) upon the initial registration of his/her Account and any time after the amendment, (ii) to visit on a regular basis the relevant page of the Exchange website and study the entire document of amended Terms in case of change of the update date.

18.3. In case You do not agree to any of the amendments on the Terms, You shall immediately terminate use of the Polyx and Services.

CONTACT US

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

For questions related to these Terms, please contact us via email info@polyx.net or support@polyx.net.