

# User Agreement for TomoDEX Lending Service

This agreement outlines the terms and conditions (the "Terms") between you (referred to herein as "the User" or "your") and TomoChain Pte. Ltd. (UEN: 201716924E)

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## 1. Introduction

1.1. This agreement outlines the terms and conditions (the "Terms") between you (referred to herein as "the User" or "your") and TomoChain Pte. Ltd. (UEN: 201716924E), a company incorporated under the laws of Singapore, (the "Company", "we", or "us") and its subsidiaries, affiliates and related corporations who own or operate the lending service under which:

- If a Lender, you agree to lend your own digital assets through the Company's decentralized peer-to-peer lending service on TomoDEX (the "Platform") to third-party borrowers;
- If a Borrower, you agree to borrow digital assets through the Platform from third-party lenders and secure the loan with your own other digital assets.

1.2. The Company does not provide any advice, nor does it make any recommendations to you. The Company solely runs a decentralized exchange powered by the TomoX protocol, called TomoDEX, on which the decentralized peer-to-peer lending service is offered. TomoDEX is operated via TomoChain Pte., Ltd. yet secured by the trustless TomoChain Blockchain, where performance and decisions are not made by a single entity. Borrowers and Lenders are automatically matched on the Platform in a decentralized, anonymous manner. It is your responsibility to assess whether the Platform is suitable or appropriate for your needs and any decision made to use our Services is done so entirely at your own risk. Please be aware that the execution of these Terms does not imply that we have confirmed that the use of the Platform and our Services are suitable or appropriate for you. We advise you to consider whether lending and borrowing through the Platform meets your required risk levels and investment objectives, and you should only commit such funds that you are able to financially bear the risk of losing considering your other financial commitments. By using the Platform, you confirm that you have the necessary experience and knowledge to understand the risks involved, or are able to take advice from a relevant qualified investment professional or advisor to assist you in understanding the risks involved.

1.3. Where the Company has published a document that is referred to within these Terms (such as a policy document), that document shall also form part of these Terms and shall be deemed to have been agreed to by you. In the event of any conflict between these Terms and a document referenced within them, these Terms shall prevail.

1.4. For the convenience of the users, all content on this Site may be available in multiple languages. In case of any conflict between different language versions of such content or any omission in any language version, the English version of such content shall prevail.

1.5. The Platform and Site are, at all times, subject to our [Terms of Use](#) and our [Privacy Policy](#).

## 2. Definitions and Interpretation

2.1. The following definitions should be read carefully as they provide important explanations and guidance on the interpretation of the language used in these Terms.

- "Digital Assets" means blockchain-based assets or rights, or other similar digital representations of rights or assets
- "Borrower" means an individual or legal entity that agrees to borrow digital assets on the Platform and secures the loan by their own other digital assets.
- "Lender" means an individual or legal entity that agrees to lend their own digital assets on the Platform and accept other digital assets as collateral.
- "LEND order" means an order made by a Lender to lend digital assets through the Platform on the terms and conditions set by that Lender.
- "BORROW order" means an order made by a Borrower to borrow digital assets through the Platform on the terms and conditions set by that Borrower.
- "Trade" means a loan successfully made between a LEND order and a BORROW order.
- "Match", "Matches", "Matched" or "Matching" refers to the process of matching a BORROW order with one or more LEND orders.
- "Platform" means the decentralized peer-to-peer lending service provided by the Company and includes all other features of the Site made available to users.
- "Services" means the provision of the Platform and other related and ancillary services including, without limitation, the provision of trading services and the technology that supports the Site and Platform.
- "Wallet" means a combination of a user's public address and corresponding private key (or mnemonic phrase or keystore file with password) that holds any Digital Assets that are created and/or received on TomoChain, which may be associated with corresponding transactions related to this address.
- "Site" refers to [dex.tomochain.com](https://dex.tomochain.com)

### 2.2. Interpretation

In these Terms, the following rules of interpretation shall apply:

(a) clause and paragraph headings shall not affect the interpretation of these Terms;

(b) a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;

(c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; and

(d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

### 3. Risk Acknowledgement

3.1. You acknowledge and confirm that you have carefully considered the risks involved in lending or borrowing digital assets through our Platform and that your participation in any Trade is entirely at your own risk.

3.2. You acknowledge that by making a LEND order or a BORROW order and being Matched to Trades, you are engaging in decentralized peer-to-peer lending and that at no time do you, as Lender, or Borrower, lend or borrow digital assets to or from the Company.

3.3. You acknowledge and confirm that you have made your own independent decision to make any LEND order or any BORROW order and to be Matched to Trades and that your decision is based on such information as you deem appropriate under the circumstances and is without reliance upon the Company or any member of the Company.

3.4. You confirm that neither the Company nor any member of the Company has offered you any investment advice, nor have you received any investment advice from them, relating to the suitability of any of the Services, and your participation in any Trade through the Platform is done so entirely at your own risk. If you are in any doubt, we strongly recommend that you stop using our Platform.

### 4. The Lending Process

4.1. You acknowledge and confirm that, when you offer to lend digital assets through the Platform, you will be offering your digital assets to be lent by the Platform to a Borrower through peer-to-peer lending and you are not lending digital assets to either the Company or any member of the Company.

4.2. You acknowledge and confirm that, when you offer to borrow digital assets through the Platform, you will be borrowing your digital assets from a Borrower through peer-to-peer lending and you are not borrowing digital assets from either the Company or any member of the Company.

4.3. In order to lend digital assets using the Platform, you must make a LEND order through the Platform by setting forth the type of digital asset you want to lend; term, amount, and interest rate of the loan you wish to have, and the collateral you accept for the loan.

4.4. You may make one or more LEND orders provided that you have cleared available funds in your wallet up to the aggregate amount of the LEND orders plus any fees.

4.5. In order to borrow digital assets using the Platform, you must make a BORROW order through the Platform by setting forth the type of digital asset you want to borrow; term, amount, and interest rate of the loan you wish to have, and the collateral you use for the loan.

4.6. You may make one or more BORROW orders provided that you have cleared available funds in your wallet to secure all the loans plus any fees.

4.7. Upon receipt of an order, the Platform will automatically aggregate the order with the orders of other Lenders/Borrowers on the Platform and Match it with one or more Borrowers/Lenders through the auto-matching decentralized manner, if any.

4.8. There may be instances where, having made an order, some or all of your order is Matched.

4.9. The Company is the operator of the Platform, but is not involved as a principal in any lending or borrowing activities.

4.10. You are not permitted to vary or cancel any Trade to which you are Matched as a Lender or a Borrower. You can cancel any order if it has not been Matched. You acknowledge and accept that for the duration of the loan, you will not have access to your lent digital asset (as a Lender) or your collateral (as a Borrower) before the maturity date unless the loan is prepaid in full.

4.11. **Auto Repay:** You acknowledge and accept that if as a Borrower, you have enough balance of the borrowed digital asset on the due date of the loan, the loan will be automatically repaid.

4.12. **Prepayment:** You acknowledge and accept that if as a Borrower, you decide to pay off the loan early, aside from the normal interest accrued until that point, you will be charged a prepayment penalty (which is equal to half of the interest you would have had to pay from that point till the maturity date). You further understand that no partial prepayment is allowed.

4.13. **Collateral**

4.13.1. Only a limited list of cryptocurrencies that have been diligently vetted and deemed to have relatively high quality are listed by the Platform as approved collateral. Such list shall be regularly reviewed and updated by the Platform at its sole discretion.

4.13.2. You acknowledge and accept that if as a Lender, you shall accept any of the approved digital assets as collateral for the loan, and if as a Borrower, you shall have enough balance of any of the approved digital assets to deposit as collateral for the loan.

4.13.3. The Collateral Deposit Rate, Liquidation Rate, Locking, Releasing, Liquidation, Top Up and Auto Excess Recall Process follow the default settings of TomoX - the layer-1 permissionless decentralized exchange (DEX) protocol of TomoChain. See [TomoX P2P Lending](#) for more information.

## 5. Fees

In consideration for the use of the Services, you agree to pay the Company fees, as set forth in our fee schedule displayed on the [TomoDEX Lending Fee](#), which the Company may revise or update in its sole discretion from time to time. By using our Services, you acknowledge your acceptance of those fees.

## 6. Term and Termination

6.1. Except as otherwise terminated in accordance with the provisions below, these Terms shall commence on the date you access the Platform and shall remain valid and binding for as long as you have outstanding Trades or LOAN/BORROW orders.

6.2. These Terms may be superseded by any amended Terms in accordance with clause 10.1.

6.3. These Terms may be terminated or amended by the Company at any time without notice.

## 7. Confidentiality

The Platform offers anonymity to both Lenders and Borrowers. As a Lender, you will not be provided with the name or identity of the party to whom you have lent money. Similarly, your identity will not be revealed as a Borrower.

## 8. General

8.1. These Terms and any dispute arising out of or in connection with their subject matter shall be governed by and construed in accordance with the laws of Singapore and the parties agree that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising in connection with these Terms.

8.2. These Terms and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Any failure by the Company to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

8.3. These Terms, and any of the rights, duties, and obligations contained herein, are not assignable by you without prior written consent of the Company. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time without notice or your consent..

8.4. The Company may record all telephone calls and other communications for the purposes of security and training.

8.5. You understand that the Platform will endeavor to be open 24/7. However, the Company offices and communications channels will be open on business days only. You further acknowledge that the Company will make reasonable efforts to ensure that the Platform is available continuously however that there may be instances where access to the Platform is restricted as a result of scheduled maintenance, technology failure or network failure.

## 9. Complaints

9.1. In the event that you have a complaint, the Company will make every effort to rectify the problem as soon as practicably possible.

9.2. Please write to us to make clear the details surrounding your complaint. You can send your complaint by e-mail to [admin@tomochain.com](mailto:admin@tomochain.com) or by writing TomoChain Pte., Ltd at 10 Anson Road #22-15 International Plaza, Singapore 079903.

## 10. Changes to User Agreement

10.1. We may modify this Agreement from time to time. We also may provide additional notice, as applicable, depending on the type of change. If you object to any changes, you may stop using the Services. Your continued use of the Services after we publish or otherwise provide notice about our changes to the Agreement means that you are consenting to the updated Agreement. For the avoidance

of doubt, the Terms applicable at the time you make an order will not be amended for the duration of that order. Any further orders which you make will be subject to the Terms in effect at that time

10.2. We keep the Agreement under regular review. This Agreement was last updated in Jun 2, 2020