

Dexlab Sagl, a wholly owned entity of Dex Ventures Ltd, recommends that you shall carefully read and understand the whole contents of this Terms of Service agreement before you use the product ("DexWallet").

This DexWallet Terms of Service Agreement ("Agreement") is made between you ("you" or "User") and Dexlab Sagl ("Dexlab" or "we") and is legally binding between you and Dexlab. Dexlab hereby reminds you that you must carefully read the full content of this Agreement and other documents mentioned in this Agreement before using DexWallet ("Wallet" or "App"). You must make sure that you fully understand the whole Agreement and evaluate the risks of using DexWallet on your own.

I. Confirmation and Acceptance of this Agreement

1. You understand that this Agreement and other relevant documents apply to DexWallet and any Decentralized Applications ("DApps") developed by Dexlab (excluding DApps developed by third parties).
2. After you download DexWallet and start to create or import a wallet, you are deemed as having read and accepted this Agreement, which shall cause this Agreement to become effective and legally binding on both you and Dexlab immediately.
3. Dexlab may, at its sole discretion, modify or replace this Agreement at any time. The modified Agreement will automatically take effect once posted, and you will be notified accordingly. If you do not agree with any modifications, you shall cease to use DexWallet immediately. Use of DexWallet by you after any modification to this Agreement constitutes your acceptance of this Agreement as modified.
4. If you are under 18 years old or you are a person of no capacity for civil acts or a person of limited capacity for civil acts, please use DexWallet under the guidance of your parents or guardians.

II. Definition

1. DexWallet: blockchain wallet developed by Dexlab, based on Ethereum and other blockchains which Dexlab may support in the future, and other supporting tools which are developed for the convenience of Users.
2. User: natural person who possesses full capacity for civil acts; if you are under 18 years old, please use DexWallet under the guidance of your parents or guardians.
3. Wallet PIN: means the Pin Code you set when you create the wallet. The PIN will be used to encrypt and protect your Private Key. DexWallet, as a decentralized application, will not store your PIN on our servers, nor will your PIN be stored in your own mobile devices. If you lose or forget your PIN, you will have to reset the PIN with your Private Key or Mnemonic Words.
4. Alert: messages displayed on DexWallet' s interface which provides suggestions for Users on subsequent operations.

6. **Public Key:** derived from the Private Key based on cryptography and is used to generate wallet addresses. A wallet address is a public address for reception of Tokens.
7. **Mnemonic Words:** consists of 12 (or 18/24) words which are randomly generated, based on an industry standard for encryption. It is a human readable format of words to back-up your Private Key for recovery.
9. **Keystore:** Private Key or Mnemonic Words in the format of a file which is encrypted and protected by the User's Wallet Password. Keystore is stored only in your mobile device and will not be synchronized to Dexlab's servers.
8. **Personal Information:** information recorded in electronic or any other form which may identify a natural person when used alone or in combination with other information, including but not limited to name, date of birth, personal identification information, address, telephone number, e-mail address, wallet address, mobile device information, operation record, transaction record, but excluding Wallet PIN, Private Key, Mnemonic Words and Keystore.

III. Services

1. **Create or import wallet.** You may use DexWallet to create a new wallet or import wallets generated by other wallet application. You may only import wallets with Tokens which are supported by DexWallet.
2. **Transfer and receive Tokens.** You may manage your digital Tokens by using the transfer and receive functionalities of DexWallet. The actual transfer of Tokens happens on the blockchain (not on DexWallet).
3. **Quotation.** You may use DexWallet to observe the quotation of the Tokens supported by DexWallet. The quotation of each Token is captured by DexWallet from corresponding exchanges.
4. **Manage Tokens.** You may use DexWallet to add, manage or delete Tokens supported by DexWallet.
5. **Browse DApps.** Users may in the future use DexWallet to visit and use services provided by DApps (developed both by Dexlab and third parties).
6. **Transaction records.** We will copy all or part of your transaction records from the blockchain system.
7. **Irrevocability of service.** You understand that we are not able to reverse or cancel the transaction because transactions based on blockchain technologies are irrevocable.
8. **Other services that Dexlab would like to provide.**

Users who use DexWallet must understand that:

1. In order to keep the decentralization feature of blockchain and to protect the security of your digital Tokens, Dexlab offers a decentralized service. Dexlab DOES NOT:
 - a. store Users' Wallet PIN (the PIN Users set when creating or importing wallets), Private Key, Mnemonic Words

- d. restore the wallet;
 - e. rollback transactions.
2. Users shall take care of their mobile devices, back up the DexWallet App, and back up the Wallet PIN, Mnemonic Words, Private Key and Keystore by themselves. If your mobile device is lost, your DexWallet App or your wallet is deleted and not backed up, your wallet is stolen or you forget your Wallet PIN, Private Key, Mnemonic Words or Keystore, Dexlab will not be able to recover the wallet or restore Wallet PIN, Private Key, Mnemonic Words or Keystore. Nor can Dexlab cancel transactions for the mishandling of Users (such as typing in wrong addresses for transactions).
3. Dexlab does not support all existing Tokens.
4. DApps integrated into DexWallet may include those developed by Dexlab and by third parties. DexWallet only acts as a blockchain browser for those third-party-developed DApps. Users shall, at their sole discretion, decide whether there would be any risks to accept the services provided by or to conduct transactions on third-party DApps.

IV. Your Rights and Obligations

1. Create or Import Wallet

- a. Create or import wallet: you shall use your mobile device to create and/or import wallet, set Wallet PIN and use your wallet on DexWallet to transfer and receive Tokens on blockchain.
- b. Dexlab may develop different versions of DexWallet for different terminal devices. You shall download and install the applicable version. If you download and install DexWallet or other application with the same name as "DexWallet" from any unauthorized third party, for which Dexlab cannot guarantee the operation or security.
- c. A previous version of DexWallet may stop to operate after a new version is released. Dexlab cannot guarantee the security, continuous operation or customer services for previous versions. Users shall always download and use the latest available version.

2. Use of DexWallet

- a. Users shall take care of their mobile devices, Wallet PIN, Private Key, Mnemonic Words and Keystore by themselves. Dexlab does not store or hold the above information for Users. You shall be responsible for any risks, liabilities, losses and expenses which result from frauds, you losing your mobile device, disclosing (whether actively or passively) or forgetting Wallet PIN, Private Key, Mnemonic Words or Keystore, or your wallet being attacked.
- b. Follow the Alert. You understand and agree to follow any Alert may be pushed by DexWallet. You shall be responsible for any risks, liabilities, losses and expenses which result from your failure to comply with such alerts.

decisions rationally and assume the risks by yourself.

d. Transfer of Tokens

- i. You understand that blockchain operations are “irrevocable” . When you use DexWallet to transfer Tokens, you shall be responsible for the consequences of your mishandling of the transfer (including but not limited to wrong address, problems of the node servers selected by you).
- ii. You understand that the following reasons may result in “transfer failed” or “mining overtime”
 - insufficient balance in wallet;
 - insufficient gas for transaction;
 - blockchain’s failure to execute the code of smart contracts;
 - technical failure of the network or equipment;
 - abandoned transactions result from blockchain network congestion or failure;
 - the wallet address of yours or your counterparty’s is identified as special addresses, such as high-risk address, exchange address, ICO address, Token address etc.
- iii. You understand that DexWallet is only a tool for transfer of Tokens. Dexlab shall be deemed to have fulfilled its obligations once you have finished the transfer and shall not be held liable for any other disputes.

e. Compliance. You understand that you shall abide by Swiss laws, regulations and policies when you use DeXWallet or the DApps on DexWallet.

f. Notifications. DexWalet may send notifications to you, which you shall be timely aware of timely.

g. Service fees and taxes.

- i. DexWallet does not charge you any service fees or handling fees for the time being. DexWallet may reach an agreement with you or announce new rules regarding service fees in the future;
- ii. You need to pay gas when you transfer Tokens, the amount of which would be on your sole discretion and would be collected by certain blockchain system;
- iii. You understand that under some specific circumstances, your transfer of Tokens may fail due to unstable network, but you may still be charged gas by certain blockchain system;
- iv. You shall bear all the applicable taxes and other expenses occurred due to your transactions on DexWallet.

V. Risks

of technology or failure of Tokens redemption. You also understand that Tokens have much higher volatility comparing to other financial assets. You shall make investment decisions and hold or dispose of the Tokens in a reasonable way and corresponding to your financial status and risk preferences. You also acknowledge that the market information is captured from exchanges by DexWallet and may not represent the latest or the best quotation of each Token.

2. If you or your counterparty fails to comply with this Agreement or fails to follow the instructions, tips or rules on the website or on the page of the transaction or payment, DexWallet does not guarantee successful transfer of the Tokens and DexWallet shall not be held liable for any of the consequences of such failure. If you or your counterparty has already received the payment in DexWallet or third-party wallet, you understand that transactions on blockchain are irreversible and irrevocable. You and your counterparty shall assume the liabilities and consequences of your transactions.
3. When you use third-party-developed DApps integrated in DexWallet, Dexlab strongly suggest you read this Agreement carefully, get familiar with the counterparty and the product information and evaluate the risks before you make transactions on such DApps. You understand that such transactions and corresponding contractual relationship are between you and your counterparty. DexWallet shall not be held liable for any risks, responsibilities, losses or expenses may occur due to such transactions.
4. It is your sole responsibility to make sure that your counterparty is a person with full capacity for civil acts and decide whether you shall transact with him/her.
5. You shall check the official blockchain system or other blockchain tools when you receive Alert such as "transaction failed" in order to avoid repetitive transfer. If you fail to follow this instruction, you shall bear the losses and expenses occurred due to such repetitive transfer.
6. You understand that after you create or import wallet on DexWallet, your Keystore, Private Key and Mnemonic Words are only stored on your mobile device and will not be stored in DexWallet or on the servers of Dexlab. You may change another mobile device to use DexWallet after you backed-up your wallet. If you lose your mobile device before you could write down or backup your Wallet PIN, Private Key, Mnemonic Words or Keystore, you may lose your Tokens and Dexlab is unable to restore them. If your Wallet PIN, Private Key, Mnemonic Words or Keystore is disclosed or the device which stores or holds your Wallet PIN, Private Key, Mnemonic Words or Keystore is hacked or attacked, you may lose your Tokens and Dexlab is unable to restore them. You shall bear the foregoing losses on your own.
7. We suggest you backup your Wallet PIN, Private Key, Mnemonic Words and Keystore when you create or import wallet by writing them down on papers or backup them in password management apps.

8. In order to avoid potential security risks, we suggest you use DexWallet in a secured network environment. Please do not use a jailbreak or Rooted mobile device.
9. Please be alert to frauds when you use DexWallet. If you find any suspicious conducts, we encourage you to inform us immediately.

VI. Change, Suspension, Termination of Dexlab Service

1. You acknowledge and accept that Dexlab may, at its sole discretion, provide only a part of services for the time being, suspend certain services or provide new services in the future. When we change our services, your continuous use of DexWallet is deemed as your acceptance of this Agreement and revisions of this Agreement.
2. You understand that Dexlab may suspend services under the following circumstances:
 - a. due to the maintenance, upgrading, failure of equipment and blockchain system, etc., which lead to the suspension of the operation of DexWallet;
 - b. due to force majeure events including but not limited to typhoon, earthquake, tsunami, flood, power outage, war, or terrorist attacks, or computer viruses, Trojan Horse, hacker attacks, system instability or government behaviors and other reasons, Dexlab is unable to provide services or in Dexlab's reasonable opinion, continuous provision of services would result in significant risks;
 - c. due to other events which Dexlab cannot control or reasonably predicate.
3. Dexlab reserves the right to unilaterally suspend or terminate all or part of the function of DexWallet under the following circumstances:
 - a. if you refuse to allow mandatory update of DexWallet;
 - b. if you use DexWallet to commit illegal or criminal activities;
 - c. if you conduct any illegal activities, breach this Agreement etc. or other circumstances under which Dexlab reasonably considers necessary to suspend services.
4. You are entitled to export your wallets within a reasonable amount of time if Dexlab changes, suspends or terminates its services.

VII. Your Representations and Warranties

1. You shall comply with:
 - a. all applicable laws and regulations of Switzerland and
 - b. all applicable laws and regulations of the country or area you reside in. You shall not use DexWallet for any unlawful purposes or by any unlawful means.
2. You shall not use DexWallet to commit any illegal or unlawful activities, including but not limited to any illegal conducts, such as money laundering, illegal fund raising etc.;

indemnify Dexlab against the losses, the third-party claims or administrative penalties against Dexlab incurred by such violation or breach, including reasonable attorney's fees.

4. You confirm that you will pay the service fees charged by Dexlab in time (if applicable).

VIII. Privacy Policy

Please refer to DexWallet Privacy Policy as updated by us from time to time for relevant privacy protection

IX. Disclaimer and Limitation of Liability

1. Dexlab only undertakes obligations expressly set forth in this Agreement.
2. YOU ACKNOWLEDGE AND ACCEPT THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEXWALLET IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. Dexlab shall not be held liable for malfunction of DexWallet which results from the following reasons:
 - a. system maintenance or upgrading of DexWallet;
 - b. force majeure, such as typhoon, earthquake, flood, lightning or terrorist attack etc.;
 - c. malfunction of your mobile device hardware and software, and failure of telecommunication lines and power supply lines;
 - d. your improper, unauthorized or unrecognized use of Dexlab services;
 - e. computer viruses, Trojan Horse, malicious program attacks, network congestion, system instability, system or equipment failure, telecommunication failure, power failure, government acts etc.;
 - f. any other reasons not imputed to Dexlab.
3. Dexlab shall not be held liable under the following circumstances:
 - a. Users lose their mobile devices, delete DexWallet applications and wallets without back-up, forget Wallet PIN, Private Keys, Mnemonic Words, Keystores without back-up, which result in the loss of their Tokens;
 - b. Users disclose their Wallet PIN, Private Keys, Mnemonic Words, Keystores, or lend or transfer their DexWallets to others, or authorize others to use their mobile devices or DexWallets, or download the wallet applications through unofficial channels, or use DexWallet applications by other insecure means, which result in the loss of their Tokens;
 - c. Users mishandle DexWallet (including but not limited to wrong address, failure of the node servers selected by you), which result in the loss of Tokens;
 - d. Users are unfamiliar with the knowledge of blockchain and their mishandling of DexWallet results in loss of their Tokens;

- transactions on the third-party-developed DApps.
4. You understand that DexWallet is only a management tool for Tokens which is incapable to control the security and legitimacy of products and services provided by the third-party-developed DApps
 5. You acknowledge that DexWallet may provide services to you and your counterparties simultaneously and you agree to waive any actual or potential conflicts of interests and will not claim against Dexlab on such base or burden Dexlab with more responsibilities or duty of care.
 6. Dexlab does not warrant that:
 - a. services provided by Dexlab would satisfy all your needs;
 - b. all techniques, products, services, information or other materials from Dexlab would meet your expectations;
 - c. all the transaction information in digital tokens markets captured from the third party exchanges are prompt, accurate, complete, and reliable;
 - d. your counterparties on DexWallet will perform their obligations in the transaction agreements with you timely.
 7. In any case, the total liability for Dexlab under this Agreement shall not exceed the greater of 20 CHF.
 8. You are aware that DexWallet is only a tool for Users to manage their Tokens and to display transaction information. Dexlab does not provide legal, tax or investment advice. You shall seek advice from professional legal, tax, and investment advisors. In addition, Dexlab shall not be liable for any investment loss, data loss etc. during your use of our service.
 9. You understand that we may change our entry standards, limit the range and ways to provide services for specific Users etc. at any time in accordance with Actual laws and regulations.

X. Entire Agreement

1. This Agreement incorporates DexWallet Terms of Service, DexWallet Privacy Policy, and other rules posted by Dexlab from time to time.
2. If any provision of this Agreement is found by a court with competent jurisdiction to be invalid, the other provisions of this Agreement remain in full force and effect.

XI. Intellectual Property Rights Protection

1. DexWallet is an application developed and owned by Dexlab. The intellectual property rights of any contents displayed in DexWallet (including this Agreement, announcements, articles, videos, audios, images, archives, information, materials, trademarks or logos) are owned by Dexlab or the third party licensors. Users can only use the DexWallet applications and its contents for the purpose of holding and managing their Tokens. In particular, without prior written consent from DexWallet or the third party licensors, no one shall use, modify, decompile, reproduce, publicly disseminate, alter, distribute, issue or publicly publish the above mentioned applications and contents.

and construed in accordance with the laws of Switzerland. Where there is no applicable law, this Agreement shall be interpreted by applicable commercial and/or industrial practices.

2. If any dispute or claim in connection with this Agreement arises between you and Dexlab, the parties shall first attempt to resolve the dispute or claim through amicable negotiations in good faith. If the parties cannot reach an agreement, either party may sue the other party at the competent court where Dexlab is located.

XIII. Miscellaneous

1. If you live outside of Switzerland, you shall fully understand and conform to the laws, regulations and rules in your jurisdictions which are relevant to use of Dexlab services.
2. This Agreement shall become effective on August 25, 2018. As for any issues not covered in this Agreement, you shall comply with the announcements and relevant rules as updated by Dexlab from time to time.

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