

DCEX LLC TERMS

This Agreement is a legal contract between you (“**Customer**”) and DCEX LLC. (“**DCEX**”). DCEX is a token exchange business, operating online, with offices at 582 Market St. #210, San Francisco. DCEX is a money service business registered with the Financial Crimes Enforcement Network (FinCEN) which is the primary anti-money laundering authority in the United States.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER FULLY UNDERSTANDS AND AGREES TO THIS AGREEMENT AND THAT CUSTOMER IS FULLY AWARE OF THE POTENTIAL RISKS OF USING DCEX’S SERVICES, INCLUDING THE RISKS OF TRADING IN VOLATILE AND UNPREDICTABLE TOKENS THAT MAY RESULT IN SEVERE MONETARY LOSSES TO THE CUSTOMER.

CUSTOMER’S ACCESS TO AND CONTINUED USE OF DCEX’S SERVICES CONSTITUTE CUSTOMER’S ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THIS AGREEMENT. IF CUSTOMER DOES NOT UNDERSTAND AND AGREE TO THESE TERMS, CUSTOMER SHALL IMMEDIATELY DISCONTINUE USE OF OR ACCESS TO DCEX’S SERVICES.

1 – DEFINITIONS

Whenever used in this Agreement, unless stated otherwise, the following words have the meanings assigned below:

- (a) “**Agreement**” means these terms, and all schedules, attachments, and other referenced documents, all of which are incorporated into these terms.
- (b) “**Customer**” means the counterparty to DCEX with respect to this Agreement.
- (c) “**Customer Account**” means a relationship with DCEX which allows Customer to enter into Exchange Contracts with DCEX.
- (d) “**Exchange**” means the exchange of tokens offered under an Exchange Contract at the Exchange Price.
- (e) “**Exchange Contract**” means a separate agreement between Customer and DCEX to make an Exchange.
- (f) “**Exchange Price**” means the amount of a unit of one token that Customer agrees to exchange for another token, expressed as the ratio of one held token to an equivalent number of desired tokens.
- (g) “**Law**” means any law, regulation, judgement, court order, or sanctions regime with which DCEX is required to comply.
- (h) “**Services**” means the token exchange services provided by DCEX to Customer.
- (i) “**Website**” means the internet website available at <https://dcex.com/>, as updated from time to time.

2 – CUSTOMER ACCOUNT

2.1 Registration. Customer must create a Customer Account before using Services. Services are available only to individuals who are not residents of the ‘prohibited territories’ (see a list of the prohibited territories). Individuals not of legal age are prohibited from using Services.

In order to register for a Customer Account, DCEX requires the acceptance of this Agreement, in a form acceptable to DCEX, and the receipt of various information from Customer which shall include:

- (a) identifying and contact information, such as name, email, address, date of birth, and tax ID;
- (b) other identifying information as required by Law;
- (c) any other information requested by DCEX; and
- (d) consent to allow DCEX to verify all information provided to DCEX.

2.2 Privacy and Data Protection. DCEX holds information in accordance with Law and DCEX's privacy policy.

2.3 Verification of Information. DCEX's obligations under this Agreement are conditioned on verifying (satisfactory to DCEX) all information received from Customer in connection with the Services, including but not limited to purposes of Exchange Contracts. Customer agrees to provide complete and accurate information to DCEX, and to promptly notify DCEX of any changes to information provided to DCEX.

2.4 Condition of Acceptance. DCEX's obligations under this Agreement are conditioned on acceptance of Customer, which is evidenced by the creation and maintenance of a Customer Account, or Customer's access to and continued use of DCEX's services. DCEX reserves the right to decline to open a Customer Account without specifying a reason.

2.5 Individual Exchange Contracts. Each Exchange Contract effected under the terms of this Agreement is separate from other Exchange Contracts effected under the terms of this Agreement. DCEX reserves the right to decline to enter into any Exchange Contract with Customer.

2.6 Nature of Customer Account. DCEX does not act as a fiduciary, trustee, or escrow holder on behalf of Customer.

2.7 No Advice. Customer represents that each Exchange Contract is entered into based on Customer's own judgment and that Customer is not relying on any communication of DCEX as advice or as a recommendation to enter an Exchange Contract.

3 – EXCHANGE CONTRACTS

3.1 Exchange Contract Information. To request an Exchange Contract, customer must provide DCEX with the amount of Exchange currency, the Exchange Price, and any other information requested by DCEX.

3.2 Terms of Exchange Contract. On receipt of the above information, DCEX will provide Customer with a summary of the Exchange Contract, which Customer may then accept. The terms of the Exchange Contract may include, but are not limited to the amount of the Exchange currency.

3.3 Exchange Limits. Customer may enter into Exchange Contracts up to the amounts indicated in the verification levels section of the site as permitted by his or her verification level.

3.3 Customer Obligations. Tokens traded on the exchange are highly complex from the technological standpoint and require technical sophistication to comprehend all the inherent risks. The price of these tokens is highly volatile while the market is frequently illiquid. Customer understands and agrees that entering an Exchange Contract is extremely risky and that factors outside DCEX's control may result in significant fluctuations in tokens exchange rates. Customer represents that Customer possesses proper sophistication and knowledge to understand all relevant risks of entering into an Exchange Contract. Customer will, under no circumstances, enter an Exchange Contract in which Customer is not sophisticated enough to understand such risks. Customer further agrees not to request an Exchange Contract on behalf of another person nor to request an Exchange Contract using tokens owned by another person.

3.4 DCEX Obligations. Once Customer has accepted an Exchange Contract, DCEX agrees to attempt to fulfill the contract, which, if fulfilled, will result in an Exchange as specified in the Exchange Contract.

3.5 DCEX Reliance on Customer Instructions. DCEX may rely and act upon all instructions from or purportedly from Customer (including from Customer's agent) and which DCEX believes in good faith are Customer's instructions.

4 – CANCELLATION AND MODIFICATION

4.1 Cancellation by Customer. Customer may request the cancellation of an Exchange Contract at any time. However, DCEX may permit or deny any cancellation request. If the Exchange Contract has not been fulfilled at the time of requested cancellation, DCEX will use reasonable efforts to cancel such contract. If DCEX cancels an Exchange Contract at Customer's request, Customer shall indemnify and hold DCEX harmless for all costs and other expenses incurred by DCEX to cancel the Exchange Contract.

4.2 Cancellation by DCEX. DCEX may treat any of the following as grounds to cancel an Exchange Contract:

- (a) failure to provide the information to DCEX as described at Section 2.1;
- (b) death or illness of Customer;
- (c) bankruptcy or insolvency regarding Customer;
- (d) unanticipated technical difficulties, including but not limited to a disruption in external networks such as blockchains;
- (e) the discontinuance of support for a token by DCEX's Services; or
- (f) at the sole discretion of DCEX's compliance department.

4.3 Modification. Customer may not modify an Exchange Contract.

5 – LIMITATION OF LIABILITY

5.1 Force Majeure. DCEX is not liable for the inability or impracticability to perform its obligations under this Agreement or any Exchange Contract due to any event or circumstance, including, without limitation, any natural, technological, political or governmental (which for greater certainty includes an act of state) or similar event or unforeseen circumstance outside of DCEX's control.

5.2 No Liability. DCEX will not, absent gross negligence or willful misconduct by it or its employees, be liable to Customer for any loss, costs, or damages incurred as a result of Customer entering an Exchange Contract, including, without limitation: (a) for communication malfunctions that affect the accuracy or timeliness of information between Customer and DCEX, and/or which prevent information from being transmitted, or (b) for mistakes on Customer's part, including providing incorrect Exchange Contract details to DCEX.

5.3 Limited Liability. To the extent permitted by Law, the aggregate liability, direct or indirect, of DCEX arising out of or in connection with this Agreement is limited to the total amount of fees received from Customer in the previous six months. The parties acknowledge that the other party entered into this Agreement in reliance on the limitations of liability stated in this paragraph, and these limitations are an essential basis of the bargain between the parties.

5.4 Legality. DCEX Services may only be used for lawful purposes and where such use is permitted by law. DCEX is not liable in any way for any tokens for which Customer offers or receives using the Services.

6 – TERMINATION

6.1 Termination. Either party may terminate this Agreement at any time by providing notice to the other party ("Termination"), to the extent required by applicable Law.

6.2 Effect of Termination. Termination relieves DCEX of any future obligations arising out of this Agreement or any Exchange Contract between the parties. Termination does not affect any Exchange Contract previously entered and does not relieve either party of any outstanding obligations arising out of this Agreement or any Exchange Contract between the parties.

7 – MISCELLANEOUS

7.1 Disclaimer of Warranties. ALL DCEX SERVICES (INCLUDING ALL SOFTWARE, MATERIALS, DATA AND INFORMATION PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES) IS PROVIDED “AS IS” AND WITHOUT WARRANTY. DCEX, ITS SERVICE PROVIDERS AND THEIR SUBSIDIARIES, AFFILIATES AND AGENTS DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING WITHOUT LIMITATION WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DCEX does not warrant that the operation of the Services will be uninterrupted or free from error. Except in the event of gross negligence or willful misconduct by DCEX, DCEX is not responsible for any service interruptions, including, but not limited to, system failures, power outages, or other interruptions that may affect processing, settlement, acceptance, or disbursement in connection with the Services.

DCEX does not guarantee the quality, accuracy, completeness or timelessness of the information or other Website content provided. DCEX assumes no obligation to update the information or other Website content which may contain typographical errors from time to time. Information or other Website content may be changed without notice.

Without limiting the generality of the foregoing, DCEX makes no representation or warranty that: (i) the Website or any component of the Website (including, without limitation, the Website content) will be compatible with Customer’s computer, mobile or other device and/or software; (ii) the Website or any component of the Website (including, without limitation, the Website content) will be available or will function without interruption or error; (iii) the use of the Website or any component of the Website (including, without limitation, the Website content), including, without limitation, the browsing and downloading of any information or material, will be free of any viruses, trojan horses, worms or other destructive, intrusive or disruptive components; (iv) the transmission of information to and from the Website will be secure; (v) the use of the Website or any component of the Website (including, without limitation, the Website content) will not infringe the rights (including, without limitation, intellectual property rights) of any person or entity; or (vi) the use of the Website or any component of the Website (including, without limitation, the Website content) will not cause any damage to Customer’s computer, mobile or other device, software, or electronic files.

7.2 Intellectual Property. Customer acknowledges that the Services, Website, and related content, and all intellectual property rights pertaining thereto are the property of DCEX or third parties, and may only be used for the purpose permitted by this Agreement. Customer hereby acknowledges that the Services, Website, and related content are protected by copyright, trademarks, service marks or other proprietary rights and laws. Customer may not duplicate, create derivative works from, publish, modify, Exchange, or otherwise distribute or exploit the Services, the Website, or any portion of either for any public or commercial use.

7.3 Indemnification. Customer shall indemnify DCEX, its subsidiaries and affiliates, and their officers, directors, employees, licensors, licensees, agents, contractors, and other applicable third parties (“**DCEX Indemnified Parties**”) against all third-party claims, liability, losses, expenses, damages, fines, penalties (including damages awarded or settled amounts and reasonable attorney’s fees) arising out of or in connection with Customer’s breach of this Agreement or use of the Services or the Website. Customer shall indemnify the DCEX Indemnified Parties

for all losses arising from acting upon the instructions of Customer, including but not limited to losses incurred due to an error in instructions provided by Customer to DCEX.

7.4 Communications.

7.4.1 Internet Access. Customer shall have the appropriate computer hardware and software to regularly access the internet and to view electronic communications.

7.4.2 Telephone Communications. DCEX may record all telephone conversations. Customer hereby consents to the recording of all telephone conversations between Customer and DCEX without the use of a warning tone or message. DCEX may use such recordings to resolve any disputes, where permissible.

7.4.3 Electronic Communications. Customer shall accept electronic communications from DCEX, which include but are not limited to information posted on DCEX's Website and emails sent to the email address provided by Customer. Customer agrees that DCEX may provide communications or records by means of electronic communications. DCEX may terminate Customer's use of the Services if Customer declines or withdraws consent to receive electronic communications. When DCEX sends an electronic communication to Customer's provided email address, or posts to the Website, it shall be deemed received at that time.

7.4.4 Contact Information. Customer is solely responsible for keeping Customer's contact details registered with DCEX up to date.

7.4.5 Security of Access Credentials. Customer is solely responsible for the confidentiality and security of Customer's access credentials, such as username and password information. Customer should not disclose such information to anyone. DCEX is entitled to assume that any person using Customer's access credentials is Customer. Customer must notify DCEX immediately of any unauthorized use or access to Customer's access credentials. DCEX may, at any time and its entire discretion, require Customer to change Customer's access credentials or any part thereof. Any failure by Customer to comply with such request entitles DCEX to suspend Customer's access to and use of the Services.

7.5.6 Confidential Warning. The internet is not a secure medium and privacy cannot be ensured. Communications over the internet are vulnerable to interception and forging. DCEX will not be responsible for any damages that Customer or any third party may suffer as a result of the transmission of confidential information that Customer makes to DCEX through the internet, or that Customer expressly or implicitly authorizes DCEX to make, or for any errors or any changes made to any transmitted information. DCEX will not be responsible for any damages that Customer or any third party may suffer as a result of the transmission of confidential information that Customer makes to DCEX or any other third party of whom Customer may have become aware as a result of accessing the Website or by following a link to another Website which is found on the Website through the internet.

7.6 Amendments. DCEX may amend this Agreement by posting the amended Agreement on our Website and providing Customer with electronic notification of such amended agreement. Such amendment will become effective on the date specified in the notice. Unless otherwise agreed by DCEX in writing, an amendment does not affect any legal rights or obligations which may have already arisen under the former version(s) of this Agreement. If Customer does not agree to the changes, Customer has the right to terminate the Agreement immediately and without charge.

7.7 Assignment. Customer may not assign any right or obligation under this Agreement without the prior written consent of DCEX. DCEX may assign this Agreement and any rights under it without Customer's consent.

7.8 Privity. DCEX and Customer are the only parties which may rely upon or enforce this Agreement. There are no third-party beneficiaries to this Agreement, except affiliates of DCEX and vendors with whom DCEX may contract to provide Services. Nothing in this Agreement confers or is intended to confer a benefit on a person who is not DCEX or Customer.

7.9 Agency. Each party is entering into this Agreement as Principal. Neither party shall represent itself as an agent, employee, or representative of the other party. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee.

7.10 Merger. This Agreement states the final and exclusive agreement between the parties regarding the transactions that this Agreement contemplates. It supersedes all previous negotiations and agreements.

7.11 Severability. If any provision of this Agreement is illegal or unenforceable, that provision is severed from the Agreement, and the other provisions remain in force.

7.12 No Waiver. DCEX's failure to exercise or enforce any right under this Agreement will not be deemed a waiver of any such right or prevent DCEX from exercising that right at any time.

7.13 Governing Law. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the State of California without giving effect to the principles of conflicts of law. DCEX and Customer agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in San Francisco, California, and that such courts are convenient forums.