

# **Terms and Conditions**

Welcome to MANTRA Zone, a website-hosted user interface (the "**Site**") that facilitates access to various products, services, and information related to MANTRA Chain. While this Site connects users to decentralized financial services and applications it is important to note that MANTRA Chain Association does not provide or offer any products or services. All products and services available are solely operated, owned and provided by third-party service providers, not MANTRA Chain. By using any platforms or applications, you confirm that you understand and agree to this principle, and further agree to adhere to any terms and conditions of engagement required by such for the third parties. This Site is solely operated, owned and provided by MD Technologies Limited and its affiliates.

#### Introduction

These paragraphs constitute a "Terms of Service Agreement" (the "Agreement") between you and MD Technologies. When this Agreement uses terms like "we" "our" or "us", it is referring specifically to MD Technologies and no other party or person. This Agreement explains the terms and conditions by which you may access and use the Site. You must read this Agreement carefully. By accessing or using the Site, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety as well as our Privacy Policy. If you do not agree, you are not authorized to access or use the Site and should not use the Site.

NOTICE: Please read this Agreement carefully as it governs your use of the Site. This Agreement contains important information, including a binding arbitration provision, which impacts your rights as to how disputes are resolved. The Site is only available to you — and you should only access the Site— if you agree completely with these terms.

It is important to clarify that MANTRA Chain Association only operates the "MANTRA Chain" blockchain, but does not provide or offer any products or services. All products and services available on MANTRA Chain and referred to in this Agreement are solely operated, owned and provided by MD Technologies Limited and its affiliates or partners. Accordingly, references to "our Services" or "our Products" are products and services offered by MD Technologies and its affiliates and partners. The Site, and the products and services discussed or offered on it, are not affiliated with or a product of MANTRA Chain Association.

Before we get into the specifics of this Agreement, it is important that you know and understand that the risk of loss in trading or holding digital assets of any kind can be substantial. As with any asset, the value of digital assets can fluctuate and there can be a substantial risk that you lose money buying, selling, holding, or investing in digital assets. By using the Site, you agree that none of MANTRA Chain, or any person or company associated with MANTRA Chain, will be liable or responsible in any way for any losses that you might suffer as a result of using the Site.

# Eligibility

To access or use the Site, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the 18 years of age, or the age of majority in your jurisdiction (whichever is greater) and have the full right, power, and authority to enter in to and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Site.

You further represent that you are not (i) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (ii) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of the Site will fully comply with all applicable laws and regulations, and that you will not access or use the Site to conduct, promote, or otherwise facilitate any illegal activity.

#### **Modification of this Agreement**

MD Technologies reserves the right, in our sole discretion, to modify this Agreement from time to time. If we make any modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement. All modifications will be effective when they are posted, and your continued accessing or use of the Site will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Site.

# **Proprietary Rights**

MD Technologies owns all intellectual property and other rights in the Site and its contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, and designs. This intellectual property is available under the terms of our copyright licenses.

Notwithstanding the above, we do not own or control the underlying software protocols which govern the operation of digital assets supported on the Site; generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols, and we are not able to guarantee their functionality, security, or availability.

You acknowledge and accept the risk that underlying software protocols relating to any digital asset you store in your account may change.

You must comply with all applicable laws when using the Site. Except as may be expressly permitted by applicable law or expressly permitted by us in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any information or material available on the Site ("Site Content") or compile or collect any Site Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to use the Site or store, copy, modify, distribute, or resell any Site Content; (iii) rent, lease, or sublicense your access to the Site; (iv) use the Site or Site Content for any purpose except for your own personal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of the Site; (vi) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Site; (vii) use the Site in a manner that threatens the integrity, performance, or availability of the Site; or (viii) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site or Site Content.

#### **Additional Rights**

We reserve the following rights, which do not constitute MANTRA Chain obligations:

- (i) with or without notice to you, to modify, substitute, eliminate or add to the Site;
- (ii) to review, modify, filter, disable, delete and/or remove any and all content and information from the Site; and
- (iii) to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide.

# **Privacy**

When you use the Site, the only information we collect from you is your blockchain wallet address, completed transaction hashes, and the token names, symbols, or other blockchain identifiers of the tokens that you trade. We do not collect any personal information from you (e.g., your name or other identifiers that can be linked to you). Our full privacy policy can be found here. We do, however, use third-party service providers, like Google Analytics, coingecko and Infura, among others, which may receive or independently obtain your personal information from publicly-available sources. We do not control how these third parties handle your data and you should review their privacy policies to understand how they collect, use, and share your personal information. In particular, please visit https://policies.google.com/technologies/partner-sites, https://coingecko.com/en/privacy, and https://community.infura.io/privacy to learn more about how sites may use data. Each site that we use may have its own unique policies. By accessing and using the Site, you understand and consent to our data practices and our service providers' treatment of your information.

We use the information we collect to detect, prevent, and mitigate financial crime and other illicit or harmful activities on the Site. For these purposes, we may share the information we collect with blockchain analytics providers. We share information with these service providers only so that they can help us promote the safety, security, and integrity of the Site. We do not retain the information we collect any longer than necessary for these purposes.

Please note that when you use the Site, you may interact with various blockchains, such as Ethereum for example, which provides transparency into your transactions. We do not control and are not responsible for any information you make public on any blockchain with which you interact by taking actions through the Site.

#### **Prohibited Activity**

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Site:

- <u>Intellectual Property Infringement</u>. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- <u>Cyberattack</u>. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.
- <u>Fraud and Misrepresentation</u>. Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- <u>Market Manipulation</u>. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.
- <u>Securities and Derivatives Violations</u>. Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives.
- Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States, the European Union, the United Kingdom or any other relevant jurisdiction.

# Non-Solicitation; No Investment Advice

You agree and understand that all transactions of any kind that you submit through the Site are considered unsolicited, which means that you have not received any investment advice from us in connection with any trades, and that we do not conduct a suitability review of any transactions you submit.

All information provided by the Site is for informational purposes only and should not be construed as investment advice. You should not take, or refrain from taking, any action based on any information contained in the Site. We do not make any investment recommendations to you or opine on the merits of any investment transaction or

opportunity. You alone are responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

#### Non-Custodial and No Fiduciary Duties

The Site is a purely non-custodial application, meaning you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

#### **Compliance Obligations**

By accessing or using the Site, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. We take no responsibility for assisting you to meet those obligations, nor do we accept any liability if you fail to meet any obligation that is applicable to you.

# **Assumption of Risk**

By accessing and using the Site, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). In particular, you understand that blockchain-based transactions are irreversible. You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets may lose some or all of their value while they are supplied through the Site, you may suffer loss due to the fluctuation of prices

of tokens in a trading pair or liquidity pool, and experience significant price slippage and cost. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. You further acknowledge, understand and agree that we are not responsible for any of these variables or risks, and cannot be held liable for any losses that you experience while accessing or using the Site. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Site. If you do not fully agree with each and every statement in this "Assumption of Risk" section, you may not use this Site.

### **Third-Party Resources and Promotions**

The Site may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Site. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

#### Release of Claims

You expressly agree that you assume all risks in connection with your access and use of the Site. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Site and your interaction with the Protocol.

# **Trading Halts**

We, our Site, and our third-party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt or suspension of transactions either temporarily or permanently. Provided that we have taken reasonable commercial and operational measures to prevent or correct such events in the technical systems we control, we are not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or

technical difficulties or suspensions of transactions. Withdrawal limits based on amounts and/or frequency may apply from time to time, based on legal, regulatory, AML and/or security considerations. Our policies and procedures may require additional security and/or compliance checks that require additional time to complete.

### **Indemnity and Limitation of liability**

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Site; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Site with your assistance or using any device or account that you own or control.

We assume no liability or responsibility for any:

- errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Site;
- unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein;
- interruption or cessation of function related to the Site;
- bugs, viruses, trojan horses, or the like that may be transmitted to or through the Site;
- errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Site; and
- the defamatory, offensive, or illegal conduct of any third party.

In addition to the immediately above paragraphs, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:

- any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and/or any actual or hypothetical trading losses, even if we are advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy or sell transaction properly, your damages are limited to no more than the value of the supported digital asset at issue in the transaction, and that you may not recover for any "loss" of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell;
- any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers, or contracts; any loss or waste of overheads, management, or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same;
- any loss of use of hardware, software or data and/or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital asset price data; any error or delay in the transmission of such data; and/or any interruption in any such data;
- <u>any loss or damage whatsoever</u> which does not stem directly from our breach of this Agreement; and/or
- <u>any loss or damage whatsoever</u> which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the Site, or USD\$100.00, whichever is greater. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these terms. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other

provisions of these terms. The limitations in this section will apply even if any limited remedy fails its essential purpose.

#### No Warranties

You acknowledge and agree that your use of the Site is at your own risk. The Site is provided on an "as is", "with all faults" and "as available" basis. We, our officers, directors, shareholders, employees, and agents expressly disclaim all warranties of any kind, expressed, implied or statutory, relating to the Site and its content including without limitation the warranties of title, merchantability, fitness for a particular purpose, non-infringement of proprietary rights, course of dealing or course of performance. We do not warrant that (i) the Site will meet your specific requirements, (ii) the Site will be uninterrupted, timely, secure or error-free, (iii) any transactions will be accurate, error-free, reliable or complete, (iv) any errors on the Site will be corrected, or (v) any services provided by MD Technologies Limited and its affiliates will meet your expectations or requirements.

The Site may contain links to third party products, services, and websites. We exercise no control over the third-party products, services and websites, and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through the third-party products, services, and websites. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or services available through the third-party products, services, and websites.

Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third-party websites to which you navigate to from the Site.

In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, exemplary, compensatory, consequential, and/or incidental, arising out of or relating out of, or relating to the conduct of you or anyone else in connection with the use of the Site, including without limitation, loss, impairment, bodily injury, death, emotional distress, damage to your possessions and/or any other damages resulting from any transactions initiated on the Site, unauthorized access to or alteration of your transmissions to the Site and errors, mistakes or inaccuracies of any content on the Site. You agree to take reasonable precautions when executing any Transactions on the Site.

Notwithstanding any provision of this Agreement, if your jurisdiction has provisions specific to waiver or liability that conflict with the above, our liability is then limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for (i) death or personal injury caused by negligence of that of any of its officers, employees or agents, (ii) fraudulent misrepresentation, or (iii) any liability which is not lawful to exclude either now or in the future.

If you are a resident of a jurisdiction that requires a specific statement regarding release, you would waive any similar provisions in law, regulation or code that has the same intent or effect. We are not responsible for the actions, content, information, or data of third parties, and you agree to release us, our directors, officers, employees and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against such third parties. Your ability to use the Site is contingent on your agreement with this and all other sections of this Agreement. Where allowed, you agree that our total liability to you is not more than USD\$100.00 or the total amount you paid to use the service provided by MD Technologies Limited and its affiliates within the last year, whichever is greater.

We make no representations about the accuracy or completeness of historical digital asset price data available on the Site.

# **Suspension, Termination and Cancellation**

We may: (i) refuse to complete, block, cancel or reverse a transaction you have authorized, (ii) suspend, restrict, or terminate your access to any or all of the services we offer, and/or (iii) deactivate or cancel your account with immediate effect for any reason, including but not limited to where:

- we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
- we reasonably suspect that you of acting in breach of this Agreement;
- we reasonably suspect that you have breached our Policies;
- we have concerns that a transaction is erroneous or about the security of your account or we suspect our services are being used in a fraudulent or unauthorized manner;
- we suspect money laundering, terrorist financing, fraud, or any other financial crime;

- if your credit or debit card or any other valid payment method linked to your account is declined;
- Use of your account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with account activity; and/or
- you take any action that may circumvent our controls such as opening multiple accounts or abusing promotions which we may offer from time to time.

We may also refuse to complete a transaction you have authorized where there are insufficient funds in your account and/or insufficient digital assets in your account to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction.

If we refuse to complete a transaction and/or suspend or close your account, or terminate your use of our Services in this way, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal, suspension or closure and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or closure. In the event that we refuse to complete a transaction and/or suspend your account, we will lift the suspension as soon as reasonably practicable once the reasons for refusal and/or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

We may suspend, restrict, or terminate your access to any or all of our services and/or deactivate or cancel your account, without reason, by giving you one month notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.

If we suspend or close your account or terminate your use of our Services for any reason, we reserve the right to require you to complete the procedures outlined under "Identity Verification" before permitting you to transfer or withdraw digital assets.

You may not cancel your account to evade an investigation or avoid paying any amounts otherwise due to us. Upon cancellation of your account, you authorize us to cancel or suspend pending transactions on the Site and hold any associated funds until we are certain that funding reversal windows are complete. In the event that you or we terminate this Agreement or your access to our Services, or de-activate or cancel your account, you will remain liable for all amounts due hereunder and will be required to empty your account

by converting your fiat balance (if any) to digital assets at the prevailing conversion rates and transfer the digital assets out of your Account. If any transaction is in a pending state at the time your account is cancelled or suspended, such transaction may be cancelled and/or refunded as appropriate.

### Safety and Security of Your Computer and Devices

MANTRA Chain is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and you should use care in reviewing messages purporting to originate from us. MANTRA Chain customer support will never ask you to screen share or otherwise seek to access your computer or account; similarly, we will not ask for your two-factor authentication (2FA) codes. Always log into your account through the Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

# No Liability for Breach

We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

# **Entire Agreement**

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.