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# Terms of Service

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## 1 Scope

These terms of service ("**Terms**") apply to the access and use of the website d8x.exchange (together with all subdomains the "**Website**") and all further services as defined in provision 2 of these Terms (together the "**Services**"), offered by Quantena AG ("**Company**"). Your ("**you**" or "**User**", together with the Company each a "**Party**" and together the "**Parties**") use of the Services constitutes your consent to these Terms.

THE D8X PROTOCOL SOFTWARE IS NOT OFFERED, CONTROLLED, OR OPERATED BY THE COMPANY, AND THESE TERMS DO NOT APPLY TO YOUR ACCESS AND USE OF THE D8X PROTOCOL SOFTWARE. FOR ANY FURTHER INFORMATION REGARDING THE D8X PROTOCOL SOFTWARE, PLEASE REFER TO THE D8X PROTOCOL SOFTWARE DISCLAIMER.

By accessing or using the Services, you represent and warrant that you do not reside in, are not located in, are not a citizen of, are not incorporated in, do not have registered office in, or are not in any other way subject to the jurisdiction of a Prohibited Jurisdiction (as defined in provision 3.2 and including, but not limited to, the UNITED STATES OF AMERICA, BELARUS, BURUNDI, BURMA (MYANMAR), CENTRAL AFRICAN REPUBLIC, CONGO, DEMOCRATIC REP., DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA (DPRK), GUINEA, GUINEA BISSAU, HAITI, IRAN, IRAQ, JEMEN, LEBANON, LIBYA, MALI, NICARAGUA, SOMALIA, SUDAN, REPUBLIC OF SOUTH SUDAN, SYRIA, VENEZUELA, AND ZIMBABWE).

IF YOU DO NOT AGREE TO THESE TERMS WITHOUT LIMITATION OR EXCLUSION OR TO ANY CHANGES TO THESE TERMS, YOU MUST IMMEDIATELY EXIT THE WEBSITE AND STOP ACCESSING OR USING THE SERVICES.

## 2 Services

The Company's offering of services is strictly limited to the following Services:

- **Publishing and maintenance of informational content on the Website:** The Website provides informational content and documentation regarding the functionalities of the D8X Protocol Software.

You understand and acknowledge that any content, in particular any references to the D8X Protocol Software or accompanying documentation published on the Website is of a purely informational nature. In particular, none of the content of the Website is to be understood as any kind of professional or non-professional advice, including but not limited to financial,

investment, legal, or tax advice by the Company or any third-party. The Company does not warrant the completeness, actuality, accuracy, and suitability for any specific purpose of the content of the Website.

- **Publishing and maintenance of the Frontend Development Kit:** The Services include the open-source publishing and maintenance of a frontend development kit ("**Frontend Development Kit**") that allows interested and independent developers and third-parties ('frontend providers') to operate a frontend to the D8X Protocol Software.

You understand and acknowledge that the Company does not offer its own frontend to access and use the D8X Protocol Software and does not control any frontend provider(s). Any reference made to any frontend provider and/or any list of frontend providers published by the Company is provided for informational purposes only and is non-exhaustive. The Company has not concluded and will not conclude any due diligence on any frontend provider(s) and accordingly does not make any statement, whether positive or negative, regarding the trustworthiness, the legality, the technical implementation, or any other factor regarding any frontend provider(s). The publishing of the Frontend Development Kit is done in an effort to further maximize decentralization of the D8X Protocol Software. Hence, there is no 'official' frontend provider, and the use of any specific frontend is made by the User entirely at its own choice and risk.

By using the Frontend Development Kit, you are assuming all responsibility for the offering and maintenance of a frontend and agree to hold indemnify the Company, or any individual contributor, D8X token holder, or D8X project team member as further outlined in provision 4.2.

### **3 Prohibited Use & Prohibited Jurisdictions**

#### **3.1 Prohibited Use**

You may access or use the Services only for lawful purposes and in accordance with these Terms. You specifically agree to not use the Services:

- In any way that violates, or could (assist in) violate (violating), any applicable domestic, foreign, or international law, statute, ordinance, or regulation, or any sanctions programs administered in any relevant country or in any way which would involve proceeds of any unlawful activity;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by e.g., exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a specific individual D8X contributor, another user, or any other person or entity.
- To cause the Services, or any of the D8X Protocol Software, to work other than as intended.
- To take any action that may be reasonably construed as fraud, deceit, or manipulation.
- To damage the reputation of the Company or the D8X Protocol Software.

Additionally, you agree not to:

- Circumnavigate, by any means, any restriction we may have implemented to prohibit impermissible access to citizens and residents of, or participants physically located in, any Prohibited Jurisdiction.
- Be likely to deceive or defraud, or attempt to deceive or defraud, any person, including (without limitation) providing any false, inaccurate, or misleading information (whether directly through the Services or through an external means such as through any frontend) with the intent to unlawfully obtain the property of another or to provide knowingly or recklessly false information, including in any way that causes inaccuracy among the role of the Company, the content on the Website or the Services or on the functionalities of the D8X Protocol Software.
- Give the wrong impression that any services, offerings, or functionalities other than the Services as outlined in provision 2 are offered, provided, or otherwise endorsed by the Company.
- Use the Services to manipulate or defraud any blockchain network, technology, or protocol, or the users thereof.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.
- Use the Website in any manner or with the use of any tool, device, or software that could disable, overburden, damage, impair, or interfere with any other person's use of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful to the Website, the Services, the participants, any underlying blockchain, or any of the Service's related utilities or functionalities.
- Encourage or induce any third-party to engage in any of the activities prohibited under these Terms.

- Otherwise interfere with or attempt to interfere with the proper working of the Website or the Services in any way.

### **3.2 Prohibited Jurisdictions**

The access and use of the Services is prohibited for Users who reside in, are located in, are a citizen of, are incorporated in, have registered office in, or are in any other way subject to the jurisdiction of (i) the United States of America, (ii) a country or territory (together, "**Sanctioned Countries**") that is currently the subject of any sanctions or trade embargos administered or imposed by (1) Switzerland, (2) the United Nations Security Council, (3) the European Union or any member state of the European Union, (4) U.S. authorities, in particular OFAC and the U.S. Department of State, (5) the country of residence of the User, or (6) other economic sanctions or trade embargos issued by another authority having jurisdiction over the User or his/her/its assets, (iii) a jurisdiction identified by the Financial Action Task Force ("FATF") for strategic AML/CFT deficiencies and included in FATF's listing High-Risk Jurisdictions, (iv) a jurisdiction (including, but not limited to, the Sanctioned Countries) in which the use of the Services is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction ((i) to (iv) together the "**Prohibited Jurisdictions**"). THE PROHIBITED JURISDICTIONS INCLUDE, BUT ARE NOT LIMITED TO, THE UNITED STATES OF AMERICA, BELARUS, BURUNDI, BURMA (MYANMAR), CENTRAL AFRICAN REPUBLIC, CONGO, DEMOCRATIC REP., DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA (DPRK), GUINEA, GUINEA BISSAU, HAITI, IRAN, IRAQ, JEMEN, LEBANON, LIBYA, MALI, NICARAGUA, SOMALIA, SUDAN, REPUBLIC OF SOUTH SUDAN, SYRIA, VENEZUELA AND ZIMBABWE.

## **4 Liability & Indemnity**

### **4.1 Liability**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY IS NOT LIABLE TO ANY USER FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICES (INCLUDING BUT NOT LIMITED TO LOSS OF THE DIGITAL ASSETS OR TOKENS, ALLOCATION OR NON-ALLOCATION OF FEES, LOSS OF DATA, BUSINESS INTERRUPTION, DATA BEING RENDERED INACCURATE OR OTHER LOSSES SUSTAINED BY A USER OR THIRD-PARTIES RELATED TO THE SERVICES AND/OR ANY ACTIVITY RELATED TO ANY DAPP OR A FAILURE OF THE SERVICES TO OPERATE WITH ANY OTHER SOFTWARE). The Company will not be held liable for the inaccuracy or incompleteness of the Services, or the incompatibility of the Services with any specific objectives that the User is hoping to achieve.

## 4.2 Indemnity

**In general:** You agree to indemnify and hold the Company harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of (i) any breach of these Terms or any law or regulation by you, your affiliates, your employees or any other persons acting your behalf; (ii) any breach of your representations and warranties set forth in these Terms, or (iii) your violation of the rights of a third party.

**REGARDING THE USE OF THE FRONTEND DEVELOPMENT KIT:** IF YOU USE THE FRONTEND DEVELOPMENT KIT TO OFFER AND MAINTAIN A FRONTEND TO THE D8X PROTOCOL, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING: WHILE THE COMPANY DOES NOT OPERATE THE D8X PROTOCOL SOFTWARE AND DOES NOT CONTROL YOUR OFFERING OF A FRONTEND, THE D8X PROTOCOL SOFTWARE WAS NOT DEPLOYED TO BE ACCESSED OR USED BY ANY USER OF A PROHIBITED JURISDICTION (AS DEFINED IN PROVISION 3.2). AS SUCH, ANY FRONTEND PROVIDER IS STRONGLY ENCOURAGED TO EXCLUDE ANY USER OF A PROHIBITED JURISDICTION FROM THE USE OF ITS FRONTEND. IN ANY CASE, YOU, AS A FRONTEND PROVIDER, ASSUME ANY AND ALL RESPONSIBILITY FOR THE USE OF THE FRONTEND DEVELOPMENT KIT AND THE OFFERING AND MAINTENANCE OF A FRONTEND TO THE D8X PROTOCOL. SPECIFICALLY, YOU, AS A FRONTEND PROVIDER, AGREE TO INDEMNIFY AND HOLD THE COMPANY OR ANY INDIVIDUAL CONTRIBUTOR, D8X TOKEN HOLDER, OR D8X PROJECT TEAM MEMBER, HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, CLAIM, OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF THE USE OF THE FRONTEND DEVELOPMENT KIT AND THE OFFERING AND MAINTENANCE OF A FRONTEND TO THE D8X PROTOCOL.

## 5 No Representations & Warranties

You expressly understand and agree that you use the Services at your own risk. THE COMPANY MAKES NO AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES, WHETHER PROPRIETARY OR OPEN SOURCE. THE COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SECURITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE ABSENCE OF ANY DEFECTS IN THE SERVICES. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES AND ANY RELATED INFORMATION ARE ACCURATE,

COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. THE COMPANY FURTHER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING ANY THIRD-PARTY TECHNOLOGY, INCLUDING ALL BLOCKCHAIN INFRASTRUCTURES AND DAPPS, WHICH MAY BE USED BY THE USER IN CONNECTION WITH THE USE OF THE SERVICES.

The D8X Protocol Software is a DeFi application, and any third-party can easily integrate the D8X Protocol Software into its own protocol, application, services, or similar. Any reference to such integration is made for informational purposes only. The Company is not involved in, does not control, support, endorse, audit, or monitor such third-party integration.

THE COMPANY FURTHERMORE DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, THAT THE SERVICES WILL REMAIN AVAILABLE IN ANY JURISDICTION WHERE THEY ARE CURRENTLY AVAILABLE AND DO NOT REPRESENT AND WARRANT THAT THE COMPANY CAN GUARANTEE THE LEGALITY OF THE SERVICES IN ANY SPECIFIC JURISDICTION.

## **6 No fiduciary duties**

These Terms and your use of the Services are not intended to create any fiduciary duties between the Company and you or any third party. The Company never takes possession, custody, control, ownership, or management of any crypto-assets or other property transmitted by you. To the fullest extent permissible under applicable law, you agree that neither your use of the Services causes the Company or any other person to owe fiduciary duties or liabilities to you or any third-party. Further, you acknowledge and agree to the fullest extent such duties or liabilities are afforded by applicable law, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated, and that the Company and any other third-party will be held completely harmless in relation thereof.

## **7 Open source & Proprietary rights**

You understand and acknowledge that certain aspects or parts of the Services may use, incorporate, contain, or link to open-source components and that your use of the Services is subject to, and you will comply with, any applicable open-source licenses that govern such open-source components as indicated on the Services. You may not use the Services in a manner that violates any applicable open-source license.

Notwithstanding the foregoing, each Party retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data, and other intangible property rights ("**Intellectual Property Rights**"). Unless expressly indicated otherwise, all Intellectual Property Rights in the Services or any part of it remain vested in the Company.

## 8 Miscellaneous

**Entire Agreement:** These Terms constitute the entire agreement between the Company and you, and supersede all prior agreements, relating to the subject matter of these Terms.

**Links:** The Services may contain third-party content or links to third-party websites. The Company does not assume any responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeliness.

**Privacy:** The Company collects and processes personal data as described in its Privacy Policy available at [d8x.exchange](https://d8x.exchange). You authorize the Company to use, process, and store relevant data for the performance of these Terms and to use anonymized data to improve its services or for analysis purposes.

**No Assignment:** The User may not assign any of its rights, obligations, or claims under these Terms without the previous explicit consent of the Company.

**Severability:** If any provision of these Terms (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect.

**Governing Law & Jurisdiction:** These Terms, and all claims or causes of action that may be based upon, arise out of, or relate to these Terms shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary courts at the seat of the Company have jurisdiction for all disputes based upon, arising from, or in relation to the Terms.