

# DS Swap

## Terms of Use

Last revised: Jun 14, 2022

These DS Swap Terms of Use (hereinafter – the “**Terms of Use**” or “**DS Terms**”) apply to and govern your permitted users’ access to and use of web-platform for secondary trading of security tokens and crypto assets (the “**DS Swap**”) and the services and tools made available therein (collectively, the “**Services**”).

These Terms form the agreement between **Stobox Plus Ltd** (“**Stobox Plus**”, “**we**”, “**us**”, “**our**”) and you as a physical person or the legal entity which you represent (“**end user**”, “**user**”, “**you**” or “**your**”), and constitute a binding legal agreement.

Please read these Terms of Use carefully, as they govern your use of our Services, and expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to such use. By clicking “I Agree” to the Terms of Use or using the Services, you accept and agree to be bound by and to comply with these Terms of Use. If you do not agree to these Terms of Use, you must not access or use our Services.

### 1. DEFINITIONS

For the purpose of clarity and understanding, the terms listed below shall have the following meaning:

“**Automated Market Maker**” means a type of decentralized exchange (DEX) protocol that relies on a mathematical formula to price assets.

“**Account**” means a user account on the DS Swap web-site available via this [link](#) or with the DS Dashboard of the token issuer.

“**Affiliate**” means, with respect to a party to these Terms of Use, any legal entity that, directly or indirectly controls, is controlled by, or is under common control with such party.

“**Applicable Law**” has the meaning set out in Section 13.

“**Decentralized ledger**” blockchain-based distributed public database, i.e. Ethereum that is used to create and manage tokens including security tokens.

“**DS Dashboard**” means the web-based platform developed and powered by Stobox Technologies Inc., where the token issuer can operate and manage its tokenized assets,

including but not limited to: conducting KYC procedures of its clients, management of investment activities, conducting token issuance, conducting dividend payments, etc.

**“DS Swap”** means peer-to-peer marketplace where users can make transactions directly without handing over management of their funds to an intermediary or custodian. These transactions are facilitated through the use of self-executing agreements written in code called smart contracts. The DS Swap is accessed via the Client’s DS Dashboard.

**“Intellectual Property Rights Infringement”** means 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.

**“Liquidity pool”** means a pool of tokens locked in a smart contract for the purpose of providing liquidity and created solely by the Client for its users within the DS Swap.

**“LP tokens”** means liquidity provider tokens which are tokens issued to liquidity providers on a decentralized exchange (DEX) that run on an automated market maker (AMM) protocol. LP tokens are used to track individual contributions to the overall liquidity pool, as LP tokens held correspond proportionally to the share of liquidity in the overall pool.

**“Maintenance Services”** means the general maintenance of the DS Swap an/or DS Dashboard and Services, and the application of Updates and Upgrades;

**“Services”** has the meaning set out in article 3.1 below.

**“Smart Contracts”** means programs stored on a blockchain that run when predetermined conditions are met.

**“Swapping of tokens”, “Swapping”** means selling & buying tokens from the liquidity providers within the DS Swap.

**“Third party services”** means an external person or company who provides various services or technology that enhances the Company’s operational efficiency in provision of Services under these DS Terms.

**“Token issuer”** means the emitent and owner of the respective tokens which forms the liquidity pool wherein the user may purchase or sell the tokenized assets.

**“Whitelisted Investor”** – a user who has a registered Account and who has already whitelisted its crypto wallet within the DS Dashboard of the token issuer.

## **ELIGIBILITY AND RIGHT TO ACCESS THE DS SWAP**

**General.** The DS Swap is NOT offered and allowed for access and utilization to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office/place of living in the United States of America or any Restricted Countries (as defined below). Note that if you are a resident of the USA or such Restricted Countries, do not attempt to access or use the DS Swap. Use of a virtual private network (a VPN) or other means to avoid the restrictions on access to the DS Swap is prohibited.

**Restricted Countries.** We do not allow for use of the DS Swap any persons or entities who are residents to the following countries: Russian Federation, Myanmar (Burma), Côte D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe or any other state, country or region that is included in the OFAC sanction black lists.

**Restricted Persons.** We do not allow for use of the DS Swap any individuals who are personally or whose digital wallets have been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging or affiliated with the persons specially designated or otherwise included in the sanction lists.

**Other.** By accessing and utilizing the DS Swap you represent and warrant that you:

- (a) are at least 18 y/o;
- (b) don't break any laws of your jurisdiction by using the DS Swap;
- (c) are not located, established or registered in any of the Prohibited Countries.

## **2. MODIFICATIONS TO THE DS TERMS**

We reserve the right, in our sole discretion, to modify these DS Terms from time to time. If we make any modifications, we will notify you by updating the date at the top of the Terms of Use and by maintaining a current version of the Terms of Use at <https://www.dsswap.io/legal/termsofuse/>.

Any and all such modifications are effective immediately upon posting. By clicking "I Agree" to these terms or by continuing to access or use the Services, you accept and agree to be bound to the terms. You agree to frequently review the DS Terms to ensure that you are aware of any such modified terms.

## **3. DS SWAP SERVICES AND FUNCTIONALITY**

3.1 Services for end users – provision of access to a set of instruments that allows you as a user to utilize the functionality of the DS Swap, namely: adding liquidity, removing liquidity and swapping of tokens.

3.2 Adding liquidity (including but not limited to):

3.2.1 access to the smart contract functionality and utilization of its algorithms in liquidity pools creation;

3.2.2 creation of crypto pairs in tokens;

3.2.3 establishing the commissions for swapping of access as an operator of the Liquidity pool;

3.2.4 gaining the LP tokens during the operations with the liquidity pools.

3.3 Removing liquidity (including but not limited to):

3.3.1 disposal of the LP tokens within the functionality of the DS Swap;

3.3.2 withdrawal of assets from the smart contract, either in full or partially;

3.3.3 burn the LP tokens.

3.4 Swapping of assets (including but not limited to):

3.4.1 capability to put one asset in the Liquidity pool and/or withdraw another asset from the crypto pair in accordance with the proportions set by the Liquidity pool provider during the Adding liquidity stage;

3.4.2 gaining commissions from operations of assets swapping by the DS Swap users.

#### **4. USER ACCESSES AND RESPONSIBILITIES**

4.1 Access. Users are granted access to the DS Swap services upon entering the <https://dsswap.io/> web-site.

**4.2 Your Responsibilities** - as a condition to accessing or using the Services, you shall:

4.2.1 only use the Services for lawful purposes and in accordance with these Terms of Use;

4.2.2 ensure that, at all times, all information that you provide for the Services, including the information in your Account, is complete and accurate;

4.2.3 maintain the security and confidentiality of your Account and Ethereum Address.

**4.3 Unacceptable Use or Conduct** - as a condition to accessing or using the Services, you will not:

4.3.1 violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing regimes;

4.3.2 infringe on or misappropriate any contract, intellectual property or other third-party rights using the Services;

**4.4 Your Assumption of Risks** - You represent and warrant that you:

4.4.1 have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any security tokens and tokenized assets, including token pairs that you decide to interact with;

4.4.2 have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of any security tokens and tokenized assets activity you engage in;

4.4.3 have in discretion the whitelisted wallet and security tokens for further swapping;

4.4.4 know, understand and accept the risks associated with Automated Market Making Protocol, your Ethereum Address, the Ethereum Blockchain, Ether and other types of crypto assets. Utilizing the Services you represent and warrant 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 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.

4.4.5 accept the risk of swapping tokens and otherwise utilizing the Services, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services.

**4.6 Activities** - You acknowledge and agree that you will be bound by, and hereby authorize Stobox Plus to accept and rely on any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your Account, regardless of whether such access is authorized or unauthorized. You further acknowledge and agree that Stobox Plus will not be liable for any of such actions that you have authorized to conduct.

## **5. THIRD PARTY RESOURCES AND PROMOTIONS**

DS Swap may contain references or links to third-party resources, including (but not limited to) materials, information, 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 DS Swap. 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 these DS Terms do 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.

## **6. PRIVACY NOTICE**

Please refer to our [Privacy Notice](#) for information about how we collect, use, and share your information.

## **7. PROPRIETARY RIGHTS**

7.1 Ownership of Services - Excluding any open source software or third-party licensed software that the Services incorporate, Stobox Plus owns the Services, including all technology, content, intellectual property objects and rights in them and other materials used, displayed or provided on or in connection with the Services.

## **8. CHANGES, SUSPENSION, TERMINATION**

8.1 Changes to Services - We may, at our sole discretion, from time to time and with prior notice to you, modify, suspend or disable, temporarily or permanently, the Services, in whole or in part, for any reason whatsoever.

8.2 No Liability - We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Services.

## **9. COMMUNICATIONS**

You agree to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, “**Communications**”) that we provide in connection with these Terms of Use, your Account or any Services. You agree that we may provide our Communications to you by posting them on our web-site or by emailing them to you at the email address linked to your Account.

## **10. INDEMNIFICATION**

You will defend, indemnify, and hold harmless us, our Affiliates and our Affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “**Indemnified Parties**”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including, without limitation, reasonable attorneys’ fees, arising out of or relating to (a) your use of, or conduct in connection with, the Services; (b) any Ethereum Blockchain assets associated with your Ethereum Address; (c) any feedback or user content you provide when accessing the Services, if any; (d) your violation of these Terms; or (e)

your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Stobox Plus - (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Stobox Plus wishes to settle, and if so, on what terms.

## **11. LIMITATION OF LIABILITY**

11.1 To the maximum extent permitted under Applicable Law, the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Services (including any data relating thereto) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Services are correctable or will be correctable.

11.2 You acknowledge that your data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third party providers, Internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

11.3 The disclaimer of implied warranties contained herein may not apply if and to the extent, such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which we reside.

## **12. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES**

In no event shall we (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Services (and any of

their content and functionality), any performance or non-performance of the Services or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms of Use or any limited remedy hereunder.

### **13. GOVERNING LAW**

The interpretation and enforcement of these Terms of Use, and any dispute related to these Terms of Use or the Services, will be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, as applicable, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction and you waive any objection to venue in any such court.

### **14. MISCELLANEOUS**

**14.1 Remedies** - Any right or remedy of DS Swap set forth in these Terms of Use is in addition to, and not in lieu of, any other right or remedy whether described in these Terms of Use, and terms incorporated by reference herein, under Applicable Law, at law or in equity.

**14.2 Affiliates and Contractors** - The Services may be operated or provided by us, our Affiliates, or our or our Affiliates' respective subcontractors. To the extent that one of our Affiliates or subcontractors, is operating or providing any Services, the Affiliate or subcontractor's provision of such Services will be under terms identical to these Terms, substituting the Affiliate or subcontractor's name wherever we are referenced in these Terms of Use.

**14.3 Non-waiver** - Our failure or delay in exercising any right, power, or privilege shall not operate as a waiver thereof.

**14.4 Severability** - The invalidity or unenforceability of any of these Terms of Use shall not affect the validity or enforceability of any other of these Terms of Use, all of which shall remain in full force and effect.

**14.5 Force Majeure** - We will have no responsibility or liability for any failure or delay in performance of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.



**14.6 Assignment** - You may not assign or transfer any right to use your Account or the Services, or any of your rights or obligations under these Terms of Use, without our prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms of Use, in whole or in part, without notice or obtaining your consent or approval.

14.7 Restrictions - We may, at any time and in our sole discretion, restrict your access to, or otherwise impose conditions or restrictions upon your use of the Services with or without prior notice in case of your violation of these Terms or Applicable Laws. We may restrict access if we have a reasonable suspicion of fraud, diminished capacity, inappropriate activity or a dispute in connection with your activities on the DS Swap. Your access to the DS Swap may be suspended until we investigate the case of such suspicious activity and after investigation we may permanently restrict your access to the DS Swap functionality.

**14.8 No Broker, Legal or Fiduciary Relationships** – Stobox Plus is not a provider of a broker, legal, intermediary, agent, or advisory services and has no fiduciary relationship or obligation to you regarding any of your decisions or activities that you affect when using the Services. Neither our communications nor any information that we provide to you is intended as, or shall be considered or construed as an advice. You agree and understand that all trades you submit through the DS Swap 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 trades you submit.

**14.9 Non-Custodial and No Fiduciary Duties** – DS Swap is a purely non-custodial web-platform, meaning you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold. The conditions set forth in these Terms of Use are 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 Terms of Use.

**14.10. Compliance Obligations** – DS Swap is operated under the Ethereum blockchain. DS Swap may not be available or appropriate for use in all jurisdictions where crypto activity is strictly prohibited. By accessing or using the DS Swap, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you.

**14.11 Headings** - Headings of sections are for convenience only and shall not be used to limit or construe such sections.

**14.12 Entire Agreement** - These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services.