

DeDust.io Terms of Service

First published on: 04/06/2024

Last revised on: 04/06/2024

THESE DeDUST.IO TERMS OF SERVICE GOVERN YOUR ACCESS TO AND THE USE OF THE DeDUST.IO PLATFORM (AS DEFINED BELOW) AND ITS SERVICES (AS DEFINED BELOW).

THESE DeDUST.IO TERMS OF SERVICE TOGETHER WITH ANY DOCUMENTS EXPRESSLY INCORPORATED BY REFERENCE (“TERMS”) ARE ENTERED INTO BY AND BETWEEN YOU, WHETHER PERSONALLY OR ON BEHALF OF AN ENTITY, AS A USER OF DeDUST.IO PLATFORM (“USER” OR “YOU”, AS DEFINED BELOW) AND THE COMPANY (AS DEFINED BELOW, THE “COMPANY” OR “WE”), AND CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE COMPANY. YOU AND THE COMPANY ARE EACH A “PARTY” AND, TOGETHER, THE “PARTIES” TO THESE TERMS.

PLEASE READ THE TERMS CAREFULLY BEFORE YOU START TO USE THE PLATFORM OR ANY OF THE SERVICES. BY ACCESSING OR USING THE PLATFORM YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STIPULATED IN THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OR ANY OF THESE TERMS IS UNACCEPTABLE FOR YOU, YOU MUST NOT ACCESS OR USE THE PLATFORM OR ANY OF THE SERVICES.

WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO CHANGE OR MODIFY THESE TERMS AT ANY TIME AND WITHOUT PRIOR NOTICE TO YOU. ANY AND ALL CHANGES OR MODIFICATIONS WILL BECOME EFFECTIVE IMMEDIATELY UPON PUBLICATION ON THE PLATFORM (WITH THE “LAST REVISED” DATE ON THE TOP) AND YOU AGREE AND ACKNOWLEDGE THAT YOU WILL NOT BE EXPLICITLY NOTIFIED ABOUT POSSIBLE AMENDMENTS AND MODIFICATIONS. BY CONTINUING TO ACCESS THE PLATFORM AND THE SERVICES ONCE REVISED TERMS ARE PUBLISHED, YOU AGREE TO BE BOUND BY ITS TERMS. PLEASE ENSURE THAT YOU CHECK THE APPLICABLE TERMS EVERY TIME YOU USE OUR PLATFORM IN ORDER TO UNDERSTAND WHICH TERMS APPLY. IF YOU HAVE ANY QUESTIONS OR COMMENTS REGARDING THESE TERMS, PLEASE CONTACT US AT CONTACT@SCALETON.IO.

TO BE ELIGIBLE TO USE OR ACCESS THE PLATFORM, INCLUDING ANY SERVICES OFFERED ON OR THROUGH THE PLATFORM, YOU MUST BE OF LEGAL AGE TO FORM A BINDING CONTRACT (AT LEAST 18 YEARS OLD IN MOST JURISDICTIONS; OR THE APPLICABLE AGE OF MAJORITY AND CONTRACTUAL CAPACITY IN YOUR COUNTRY OF RESIDENCE). BY ACCESSING OR USING THE PLATFORM, INCLUDING ANY SERVICES OFFERED ON OR THROUGH THE PLATFORM, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT. IF YOU ARE USING OR ACCESSING THE PLATFORM, INCLUDING ANY SERVICES OFFERED ON OR THROUGH THE PLATFORM, ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT SUCH LEGAL ENTITY IS DULY ORGANIZED AND VALIDLY EXISTING UNDER THE APPLICABLE LAWS OF THE JURISDICTION OF ITS ORGANIZATION; AND SUCH A LEGAL ENTITY DULY AUTHORIZES YOU TO ACT ON ITS BEHALF.

1. Interpretation and definitions

1.1. The following capitalized terms shall have the meanings hereinafter assigned to them unless the context clearly otherwise requires:

“**Claims**” shall have the meaning set out in **Clause 13**;

“**Company**” or “**we**” shall mean The Ecosystem Operator operated by the companies, each serving a purpose for the maintenance and development of the platform, whilst ensuring its decentralized nature.

“**DLT**” shall mean distributed ledger technology;

“**Feedback**” shall have the meaning as set out in **Clause 3.5**;

“**Indemnified Party(ies)**” shall have the meaning set forth in **Clause 13**;

“**Intellectual Property**” shall mean all of our intellectual property, including inventions, discoveries, processes, methods, compositions, formulae, techniques, information, source code, brand names, graphics, User interface design, text, logos, images, information and data pertaining to the Services, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon, whether registered or unregistered;

“**Last Revised**” shall mean the latest version of the Terms denoted by its date positioned at the top of the document;

“**Platform**” shall mean an online platform accessible through the website DeDust.io (accessible at: <https://dedust.io/>), fully owned and operated by **the Company**;

“**Privacy Policy**” shall mean DeDust.io Privacy Policy, accessible at the Website and incorporated herein by reference, for additional information regarding our privacy terms.

“**Prohibited Jurisdiction**” shall mean Belarus, Burundi, Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, Zimbabwe or any other country to which the United States of America, the United Kingdom of Great Britain and Northern Ireland, the European Union, or the United Nations (collectively, the “**Major Jurisdictions**”) embargoes goods or services or imposes other economic sanctions (such embargoed or sanctioned territories).

“**Services**” shall have the meaning as set out in **Clause 3**;

“**Terms**” shall mean these DeDust.io Terms of Service, including any other documents incorporated herein by reference;

“**Third Party Content**” shall have the meaning as set out in **Clause 10**;

“**Third Party Services**” shall have the meaning as set out in **Clause 10**;

“**User**” or “**you**” shall mean you, the user of DeDust.io Platform;

“**Wallet**” shall mean a combination of a User’s public address and corresponding private key (or mnemonic phrase or keystore file with password) that holds any tokens that are created and/or received on a public blockchain such as Ethereum or Binance Chain, which may associate with corresponding transactions related to this address;

“**Website**” shall mean the Company’s website located at <https://dedust.io/> and any of its subpages.

2. Access to the Services

2.1. By using the Services, you represent and warrant that:

- a) you have full legal capacity and authority to agree and bind yourself to these Terms;
- b) you are at least eighteen (18) years of age or of the applicable age of majority and contractual capacity in each qualifying jurisdiction;
- c) if you access the Services on behalf of a legal entity, that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you are duly authorized by such a legal entity to act on its behalf and (c) that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity.
- d) you are aware of applicable laws and regulations governing your use of the Services (including but not limited to any specific restrictions, or any specific rules on taxation). You shall be solely responsible for ensuring compliance with the various applicable laws, and you shall be solely liable for any liability that may arise due to a breach of your obligations in this regard;
- e) your use of the Services is (a) not prohibited by applicable law, and (b) at all times compliant with applicable law;
- f) you are solely responsible for the use of the Services and, if applicable, for all activities that occur on or through your User account;
- g) you take steps to ensure the confidentiality of your personal information and restrict access to the devices you use to access the Platform.
- h) you have carefully reviewed the content and have understood and agreed to these Terms completely (including all other documents, incorporated herein by reference);
- i) you waive the right to participate in a class or representative action lawsuit or a classwide arbitration against the Company and any of its representatives or affiliates;
- j) You shall be solely responsible for any taxes or public charges with regard to your participation on the Platform and your use of the Services.

2.2. To access the Platform and any of the Services, or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform and any of the Services, that all the information you provide is accurate, correct, current, and complete. You agree that all information you provide is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

2.3. You are responsible for implementing reasonable measures for securing your account, user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Platform accounts are personal to you and agree not to provide any other person with access to the Platform, or portions of it, using your user name, password, or other security information. You are not allowed to use another User's account. You agree to notify us immediately of

any unauthorized access to, or use of, your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this **Clause 2.3** or to secure your Platform accounts and passwords, including, but not limited, to selecting a password that is not easily compromised.

3. Services

- 3.1. The Platform facilitates the interaction between Users through its Platform. The Platform provides a decentralized exchange (DEX) built natively on the **TON Blockchain, which, at the time (and subject to change or modification) offers certain functionalities such as built-in basic portfolio functionality, UI for TON bridge, SCALE staking functionality, liquidity provisioning, swaps and liquidity pool incentives.** Platform and its functionalities are offered on an “as is” basis and can be subject to change or modification at any given time and without prior notice. We reserve the right to, at our sole discretion, limit, restrict or modify the Platform or any (or all) of its functionalities or restrict the use of the Platform or any (or all) of its functionalities for any user or any category of users for any reason.
- 3.2. **Changes to Services.** We reserve the right, in our sole discretion, to modify or discontinue, temporarily or permanently, the Services or any part thereof with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Services.
- 3.3. **Availability.** We reserve the right to limit the availability of the Platform to any person, geographic area or jurisdiction in our sole discretion and/or to terminate your access to and use of the site, at any time and in our sole discretion. We may suspend or disable your access to the Platform for any reason and in our sole discretion, including for any intentional or unintentional breaches of these Terms. We may remove or amend the content of the Platform at any time. Some of the content may be out of date at any given time and we are under no obligation to update or revise it. We do not promise or guarantee that the Platform, or any content on it, will be free from errors or omissions.
- 3.4. **Risk management.** By engaging with our Platform, you acknowledge and assume the inherent risks associated with the use of our Services, blockchain technology, the DLT field, and any digital assets. You acknowledge and agree that We are not responsible for any losses or damages associated with your use of Services.
- 3.5. **Feedback.** You may choose to submit comments, bug reports, ideas, or other feedback about the Platform, including, without limitation, about how to improve the Platform (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). If necessary under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

4. Custody and Control of Cryptographic Tokens

- 4.1. You understand and agree that the Platform enables access to an online, decentralized, and autonomous protocol and environment, and associated decentralized networks, that are not controlled by us. We do not have access to your private key and cannot initiate an interaction with your virtual currency or otherwise access your digital assets. We are not responsible for any activities that you engage in when using your Wallet, or the Platform or any of its functionalities. You have full custody and control of the cryptographic tokens in your Wallets at all times. We do not have custody of your cryptographic tokens and do not have access to, or retain the electronic private key of your Wallet. As the owner and custodian of the cryptographic tokens in your Wallets, you shall bear all risk of loss of such cryptographic tokens.
- 4.2. We have the right to add, change, update, or remove any cryptographic tokens from any of the featured lists, or from the Platform at our sole discretion.

5. Fees and taxes

- 5.1. By using the Services you agree to pay all applicable fees. Any fees or any other prices of the Services shall be stated at all times on our Platform and made available to you before using the Services. Unless explicitly stated otherwise, all fees and prices are exclusive of any applicable value-added tax (VAT) or other taxes.
- 5.2. You acknowledge and agree that the Platform has no control over any DLT transactions, the method of payment of any charges, if applicable, or any actual payments of charges, if applicable. Accordingly, you must ensure that you have a sufficient balance of the applicable DLT network cryptocurrencies stored at your DLT-compatible wallet address to complete any transaction on the DLT before initiating such transactions.
- 5.3. You bear sole responsibility for paying any and all taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with your use of the Platform and the Services, and/or payable as the result of using and/or exploiting any crypto assets and interacting with smart contracts. Blockchain-based transactions are novel, and their tax treatment is uncertain.
- 5.4. **Fee changes.** We may, in our sole discretion and at any time, set or modify the fees for the Services. We will provide you with reasonable prior notice of any change in fees to give you an opportunity to terminate your account before such change becomes effective. In case we decide to set or modify fees for the Services, the fee schedule will be available on our Website or its subpages. If you do not agree to the fee change you must cancel your account in order to avoid future charges. If you use the Services after a fee increase you will be deemed to have accepted the fee change. We will not be liable to you or any third party for any fee change.
- 5.5. **Refunds.** Except when required by law, fees are non-refundable.

6. Users' responsibilities

- 6.1. You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may not:
 - a) infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of the Platform or the Company;
 - b) use the Services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - c) use any robot, spider, other automated device, or manual process to monitor or copy the Services or any portion thereof other than copying or exporting as permitted by the Terms;
 - d) make any backup or archival copies of the Platform or any part thereof, including the disassembling, decompilation, or reverse-engineering of any of the closed-source or proprietary software running on the Platform;
 - e) trade or obtain financing on or through the Platform, or use any Service, with anything other than funds, keys, or digital tokens that you have legally obtained;
 - f) if you are a resident or national of a Prohibited Jurisdiction or a U.S. Person, access the Platform or any Services using any virtual private network, proxy service, or any other third-party service, network, or product with the intent of disguising your IP address or location;
 - g) engage in activities that violate any applicable law, rule, or regulation concerning the integrity of markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading;
 - h) use the Services in (a) any unlawful manner, (b) for fraudulent or malicious activities, or (c) in any manner inconsistent with these Terms, or (d) violate applicable laws in any manner.
- 6.2. By using the Services you expressly agree that you are solely responsible:
 - a) for keeping your own keystore files, passwords, mnemonic phrases and/or private keys. You are solely responsible for any loss to your Wallet. Your Wallet is not accessible by the Platform nor by the Company, and the Platform will not keep your keystore files, passwords, mnemonic phrases and/or private keys;
 - b) that you have a sufficient balance of the applicable cryptographic tokens stored at your compatible Wallet address to complete any transaction on the Platform before initiating such transaction; and
 - c) to familiarise yourself with the Platform, the Services, and its intended usage. You agree to follow all the requisite steps involved in using the Platform as intended. We will not be liable for any wrongful use of the Platform due to user error.

7. Access to the Platform

- 7.1. We reserve the right to disable access to the Platform at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, (i) believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms, and/or (ii) believe that you used the Services contrary to the terms set out in **Clause 5** or any other requirement set forth in the Terms. Further, we reserve the right to limit or restrict access to the Platform by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Platform being inaccessible to you at any time or for any reason.

8. Acknowledgement and assumption of risks

- 8.1. By engaging with our Platform, you acknowledge and assume the inherent risks associated with the blockchain technology, the DLT field, and any digital assets. Risks include, but are not limited to, the following:
- a) **Market Risk.** The market for cryptographic tokens and other digital assets is still new and uncertain. You should only have funds invested in cryptographic tokens or speculate in cryptographic tokens, if you are prepared to lose the entirety of such tokens invested in. The markets for cryptographic tokens can be highly volatile and there are various risks associated with cryptographic tokens including (but not limited to) those related to adoption, speculation, technology, security, and regulation. Whether the market for one or more cryptographic tokens will move up or down, or whether a particular token will lose all or substantially all of its value, is unknown. You should be cautious about holding cryptographic tokens.
 - b) **Liquidity and Listing Risk.** Markets for cryptographic tokens have varying degrees of liquidity. Some are quite liquid while others may be thinner. Thin markets can amplify volatility. There is never a guarantee that there will be an active market for one to sell, buy, or trade cryptographic tokens or products derived from or ancillary to them.
 - c) **Legal Risk.** The legal status of certain cryptographic tokens is uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more cryptographic tokens constitute property, or assets, or rights of any kind may also seem unclear. You are responsible for knowing and understanding how cryptographic tokens are addressed, regulated, and taxed under laws that apply to you.
 - d) **Trading Risk.** In addition to liquidity risks, values in any digital token marketplace are volatile and can shift quickly. You should pay close attention to your position and holdings, and how they may be impacted by sudden and adverse shifts in trading and other market activities. You also acknowledge and agree that costs of transacting on blockchain technology is variable and may increase at any time.
 - e) **Risks of Underlying Protocol.** We provide UI for the official TON Bridge as developed by third parties (TON Foundations, and others). You are aware of risks associated with using such an underlying protocol which we do not have any control over. Furthermore, you understand that

TON is an asynchronous blockchain and that smart-routing may find an efficient route, but it may get quickly outdated in volatile pools - this may cause some losses in routes consisting of several steps (A>B>C).

- f) Risks of impermanent losses during liquidity supply.**
- g) Risks associated with staking.** We may offer a built-in staking for token SCALE. You understand that you may experience losses in cases of a price drop or volatility.
- h) Technology Failure Risks.** Risks associated with using an internet-based currency are: risk of hardware, software and internet connection failure or problems, risk of malicious software introduction, and risk of third parties obtaining unauthorized access to infrastructure stored within your Wallet. You accept and acknowledge that we will not be responsible for any communications failures, disruptions, errors, distortions or delays when connecting your Wallet and using Ethereum network or any chain or similar device for processing transactions, however caused. You agree and acknowledge that we do not represent or warrant that any of the Services or the Platform are secure from hacker or other malicious attack, which may result in stealing or loss of user information or any other data.

Please note that this statement serves as a general description of risks associated with blockchain technology, DLT field and cryptographic tokens and should not be considered exhaustive. It is essential to conduct thorough research and seek professional advice to fully understand the risks involved before engaging in activities related to cryptographic tokens or blockchain technology.

- 8.2. You acknowledge and agree that We are not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Platform facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or digital assets and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions. You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself and that you access and use the Platform and the Services at your own risk. You acknowledge and agree that we are not liable for any losses, damages, or liabilities arising from the risks associated with the blockchain, DLT field, and any cryptographic tokens.

9. Exclusion of representation and warranties of the Company

- 9.1. We make no representations or warranties. The Services and the Platform are provided on an “as is” and “as available” basis. We make no guarantees of any kind in connection with the Services. Your use of the Services and the Platform shall be at your own risk. The Services and the Platform are provided “as is”, without any express or implied warranty of any kind, including warranties of merchantability, merchantable quality, legal effect, accuracy, appropriateness, completeness, non-infringement, or fitness for a particular purpose. We do not warrant that the Services or the Platform will be error-free, will meet your requirements, or be timely and secure. You will be solely responsible for any damage resulting from the use of the Services and the Platform.

- 9.2. We make no representation about the nature, quality, or legal categorization of the cryptographic tokens. You are responsible for doing your own research as well as ensuring that you may legally transact in this token in the jurisdiction where you reside.
- 9.3. We make no warranties and representations that the Services and the Platform have been and will be provided with due skill, care and diligence or about the accuracy or completeness of Services and the Platform content. We assume no responsibility for:
- a) errors, mistakes or inaccuracies of content;
 - b) personal injury or property damage, of any nature whatsoever, resulting from your access and use of the Services and the Platform;
 - c) any unauthorized access or use of our servers and/or any and all personal information and/or financial information stored therein;
 - d) any interruption or cessation of transmission to or from the Platform;
 - e) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through the actions of any third party;
 - f) any loss of your data or content from the Platform; and/or
 - g) any errors and omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services and the Platform.

You will not have the right to make or pass any representations or warranties on behalf of the Company or the Platform to any third party.

- 9.4. **No verification.** You acknowledge and agree that we have not conducted any due diligence on the cryptocurrencies listed on our Platform and that we do not perform any investigation, verification, or assessment of the cryptocurrencies or their associated services. Additionally, please be aware that the Platform is and will not be liable for any damages arising out of or in connection to potential scams on the Platform. Consequently, we do not make any representations or warranties regarding the nature, quality, legal categorization, legitimacy, viability, or reliability of the cryptographic tokens. It is your sole responsibility to exercise caution, conduct your own due diligence, and seek professional advice before engaging with the Platform or any other User on the Platform.
- 9.5. **No endorsement.** We do not warrant, endorse, guarantee, or assume responsibility for any cryptocurrency offered by a third party through the Platform, and we will not be responsible for monitoring any transaction between you and other Users. You are solely responsible for all your communications and interactions with other persons with whom you communicate or interact as a result of your use of the Platform.
- 9.6. **No advice.** We do not provide investment advice in any manner whatsoever. Any information made available on the Platform should in no event be construed as providing any investment or other financial advice of any kind. You should always seek independent financial and/or investment and/or legal and/or tax advice and do your own independent research before using our Platform or our Services, particularly in light of the risks associated with digital assets. If you choose to engage in

transactions based on content on the Platform, then such decisions and investments and any consequences flowing therefrom are your sole responsibility.

10. Third-party content and Information Accuracy

- 10.1. The Platform may contain (or you may be sent via the Platform) references or links to third-party materials and third-party applications that are not controlled by us (“**Third Party Services**”). The Platform may also contain articles, photographs, text, graphics, pictures designs, music, sound, video, information, software and other content and items belonging to or originating from third parties (“**Third Party Content**”). Such Third Party Services and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by us, and we are not responsible for any Third Party Services accessed through the Platform or any Third Party Content posted on, available through, or installed on the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practises or other policies of or contained in the Third Party Services and Third Party Content. Such links should not be considered as endorsements and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You understand that Third Party Services are the responsibility of the third party that created or provided it and acknowledge that the use of such Third Party Services is solely at your own risk.
- 10.2. You acknowledge that we rely on third-party sources for information about certain cryptographic tokens listed on the Platform and we have the right to choose, change and remove any third-party information source at our discretion. Cryptographic token information, including token price, is or could be derived from third-party sources. We are not responsible for the quality, accuracy, timeliness, completeness or reliability of any of the information on the Platform. You are obligated to collect sufficient information and keep yourself well-informed before trading any cryptographic tokens on the Platform.

11. KYC and KYB requirements

- 11.1. The Company may at its own discretion implement certain Know Your Customer (KYC) or Know your Business (KYB) procedures. In such cases, the Company reserves the right to request from the User to provide the Company with certain Know Your Customer (KYC) or Know your Business (KYB) identification information before registering or signing up to the Platform. If the requested KYC / KYB identification information is not provided, the Company reserves the right to withhold the approval for the User to register or sign up to the Platform.
- 11.2. The Company also reserves the right to request from the User to provide the Company with certain KYC or KYB identification information after the User has registered on the Platform and at any time. If the Company determines, at its sole and absolute discretion, that it is reasonably necessary to obtain certain information about the User in order to comply with any applicable laws in connection with these Terms, the User shall provide the Company with such information promptly upon request.

- 11.3. The User explicitly acknowledges and agrees that the Company may at any time and without any liability (i) refuse to allow the User's registration on the Platform until such requested information has been provided to the reasonable satisfaction of the Company which is in Company's sole discretion; (ii) remove the User from the Platform or terminate the Services to the User if such requested information has not been provided to the reasonable satisfaction of the Company which is in Company's sole discretion.

12. Limitation of Liability

- 12.1. To the fullest extent permitted by applicable law: (i) in no event will the Company or any of its representatives or any of the Company parties or any of the associated parties be liable for any indirect, special, incidental, consequential, punitive or exemplary losses or damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, diminution of value, loss of use or data, loss or depletion of goodwill, loss of business opportunity, loss of contract, damages for business interruption, loss of anticipated savings, or the like) arising out of or in connection with any acceptance of or reliance on these Terms, or with the use of the Website, the Platform and/or the Services or otherwise related to these Terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the Company and any of its representatives whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or in any way related to these Terms, the access and use of or inability to use the Platform and/or the Services, exceed 20 USD.
- 12.2. In addition to the foregoing, the Company or any of its representatives or any of the Company parties or any of the associated parties will not be liable for any damages caused in whole or in part by:
- a) user error, such as forgotten passwords or incorrectly constructed smart contracts or other transactions;
 - b) server failure or data loss;
 - c) the malfunction, unexpected function or unintended function of the blockchain, any computer or crypto asset network (including any Wallet provider), including without limitation losses associated with network forks, replay attacks, double-spend attacks, sybil attacks, 51% attacks, governance disputes, mining difficulty, changes in cryptography or consensus rules, hacking, or cybersecurity breaches;
 - d) any change in the value of any crypto asset;
 - e) any change in law, regulation, or policy;
 - f) events of force majeure; or
 - g) any third party.
- 12.3. You understand and acknowledge that we provide UO for the official TON Bridget (as developed by TON Foundation). We specifically disclaim any responsibility or liability due to potential losses

caused by or resulting from the underlying protocol. Further, we specifically disclaim any responsibility or liability for any impermanent losses during liquidity supply. Further, we disclaim any responsibility or liability for any losses in cases of price drops in connection with built-in staking for token SCALE.

- 12.4. To the fullest extent as permitted by law, access to and use of the Services or third-party sites and products are at your own discretion and risk, and you will be solely responsible for any damage or loss of data resulting therefrom.
- 12.5. Under no circumstances shall the Company or any of its representatives or any of the Company parties or any of the associated parties be required to deliver to you any virtual currency as damages, make specific performance, or any other remedy. If you would base your calculations of damages in any way on the value of virtual currency, you agree that the calculation shall be based on the lowest value of the virtual currency during the period between the accrual of the claim and the award of damages.

13. Indemnification

- 13.1. By agreeing to these Terms and accessing the Services, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless the Company, its past, present and future affiliates, subsidiaries and service providers, and each of their past, present and future officers, directors, agents, joint venturers, employees, representatives, partners, and licensors (collectively “**Indemnified Parties**”, and each such person or entity individually, “**Indemnified Party**”) from and against any and all actual or alleged claims, demands, damages, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise, (collectively, “**Claims**”), that arise directly or indirectly out of:
 - a) your use or misuse of the Platform and the Services or any contract related thereto;
 - b) violation, breach or alleged breach of any provision of these Terms by you or any person using the Services on your behalf;
 - c) your violation of any applicable laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities;
 - d) anything you contribute to the Services;
 - e) your violation of the rights or obligations of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right;
 - f) your negligence or wilful misconduct;
 - g) your use of a third-party product, service, and/or website;
 - h) any misrepresentation made by you or any inaccurate information you provided; or
 - i) any other matter for which you are responsible hereunder or under law.

- 13.2. You agree that your use of the Platform and Services shall be in compliance with all applicable laws, regulations and guidelines.
- 13.3. We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to promptly notify us of any Claims and cooperate with our defense of any Claims. You will not in any event settle any Claims without our prior written consent.

14. Termination rights

- 14.1. These Terms shall remain in force and effect unless terminated while you use the Platform. Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to or use the Platform (including blocking certain IP addresses) to any person for any reason or for no reason, including without limitation, for violation or breach of any representation, warranty or covenant contained in these Terms or any applicable law or regulation. We may, in our sole discretion and without notice, terminate your use or participation in the Platform or delete your account and any content or related information and files in your account and/or bar any further access to such files or the Services.
- 14.2. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake and borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal and injunctive redress.

15. Intellectual property

- 15.1. These Terms shall not be understood and interpreted in a way that they would mean the assignment of Intellectual Property rights unless it is explicitly defined so in these Terms. You may not use any of the Intellectual Property for any reason, except with our express, prior, written consent.
- 15.2. The Website, the Platform and any of the Services, including their design elements or concepts and any and all underlying Intellectual Property, including, but not limited to copyrights, patents, service marks, any trademarks, domain names and other proprietary rights, whether registered or unregistered, are the property of the Company, and are protected by copyright, patent, trade secret and other intellectual property laws. Unless otherwise expressly stated, the Company retains any and all rights, title and interest in and to the Platform and the Services (including, without limitation, all Intellectual Property rights), including all copies, modifications, extensions and derivative works thereof. Your right to use the Platform and the Services is limited to the rights expressly granted in these Terms. No licenses to use any of the trademarks or any other Company's brands are to be inferred or assumed pursuant to the use of any of the Services. All rights not expressly granted to you are reserved and retained by the Company.

16. Privacy Policy

- 16.1. Please review our Privacy Policy, available at <https://dedust.io/docs/privacy.pdf>. By using the Platform, you agree to be bound by our Privacy Policy, which is incorporated into these Terms.

17. Force Majeure

- 17.1. We will not be in breach of these Terms or liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any event, circumstance or cause beyond our reasonable control. The Parties agree that due to the specific nature of the blockchain / DLT field, the circumstances of force majeure shall in particular include also (but shall not be limited to) interruption in telecommunications or internet services or network provider services, failure of equipment, and/or software, hacker attacks, market disturbances, other major event or natural catastrophe, change of laws or regulations, adverse regulatory or enforcement action of public authorities, technical failures and the like.

18. Consumer Exclusion

- 18.1. You hereby acknowledge and represent that you are not considered a consumer in relation to the Services provided, and the provisions of any applicable consumer protection rules, or any consumer protection rights, including distance selling rules, shall be excluded to the fullest extent permitted by any applicable law. By using this Platform, you waive any consumer protection rights and distance selling rights that may be applicable under any relevant law.

19. Notices

- 19.1. We may provide any notice to you under these Terms by (i) posting a notice on the Platform; or (ii) sending an email to the email associated with you. Notices we provide by posting on the Platform will be effective upon posting, and notices we provide by email will be effective when we send the email.
- 19.2. To give us notice under these Terms, you must contact us by email to contact@scaleton.io. We may update this email address for notices to us by posting a notice on our Platform. Notices to us will be effective after they are sent.
- 19.3. All communications and notices to be made or given pursuant to these Terms must be written in the English language. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

20. Miscellaneous

- 20.1. **Entire Agreement.** These Terms, including all other documents, incorporated herein by reference, represent the entire agreement between you and us regarding the subject matter of these Terms, in

particular, the use of the Platform, and the Services. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms.

- 20.2. **Severability.** In the event any one or more of the provisions of these Terms is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provisions of these Terms, and the remaining provisions of these Terms will remain operative and in full force and effect.
- 20.3. **Assignment.** Without our prior written consent, you are prohibited from assigning these Terms and any rights, duties, and obligations contained herein. However, we retain the right to freely assign or transfer these Terms, in whole or in part, without any limitations.
- 20.4. **No Partnership.** These Terms are neither intended to, nor will be construed as creating a joint venture, partnership, or other form of business association between the Parties.
- 20.5. **Third Party Rights.** Unless expressly provided to the contrary in these Terms, no third party (i.e. person who is not party to these Terms) shall have any rights to enforce or to enjoy any benefit of any terms contained herein.
- 20.6. **No Waiver.** Any failure by the Company to exercise any of its respective rights, powers, or remedies under these Terms of Service, or any delay by the Company in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by the Company does not prevent either from exercising any other rights, powers, or remedies.
- 20.7. **Governing law.** These Terms will be governed by and construed in accordance with the laws of Saint Vincent and The Grenadines.
- 20.8. **Dispute Resolution.** Any dispute, controversy, or claim arising out of, or in relation to, these Terms & Conditions, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Geneva (CH). The language to be used in the arbitral proceedings shall be English.