

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED HEREIN. PLEASE READ THE AGREEMENT CAREFULLY.

## **TERMS OF SERVICE**

DCX Software Platforms, and/or its affiliates (“**DCX**”, “**we**,” “**our**,” or “**us**”) provides software services and **products including but not limited to Okto (“DEFI Wallet”) through its website located at <https://okto.tech/> and** via its mobile application “Okto” (collectively the “**Services**”). Before using our Services, please read the Terms of Service (the “**Terms**”) carefully, along with any other policies or notices on our website or mobile applications.

As Partner operator, Oystex UAB is a Lithuanian private limited company with registration number 306162453, with registered office at Laisvds Ave. 60' Vilnius, Lithuania, registered with the State Enterprise Center of Registers of the Republic of Lithuania as a provider of activities of a virtual currency depository wallet operator and virtual currency exchange operator in accordance with the applicable laws of the Republic of Lithuania and all crypto transmission services are being offered by this Partner entity.

### **1. AGREEMENT TO TERMS**

By clicking on “I Agree” or by accessing or using any or all of the Services, you expressly acknowledge that (i) you have read and understood these Terms; (ii) you agree to be bound by these Terms; and (iii) you are legally competent to enter into these Terms. If you do not agree to be bound by these Terms or any updates or modifications to these Terms, you may not access or use our Services.

### **2. PRIVACY POLICY**

For an explanation on how we collect, use and disclose information from our users please see our Privacy Policy, provided at <https://okto.tech/>. You acknowledge and agree that your use of the Services is subject to, and that we can collect, use and/or disclose your information (including any personal data you provide to us) in accordance with our Privacy Policy.

### **3. UPDATES TO TERMS OR SERVICES**

We reserve the right to update or modify these Terms or our Services at any time and at our sole discretion. If we do so, we’ll let you know by either posting the revised Terms on our website/ mobile application(s) or through other methods of communication as we may deem reasonable. The revised Terms will take effect immediately, unless otherwise indicated. You should regularly check our website to update yourself of any such changes and decide whether or not to accept the revised version of these Terms. If you continue to avail our Services following any update or modification of the Terms, you shall be deemed to have accepted the revised Terms. If you do not agree to the Terms or any update or modification to the Terms, you must cease to access or use our Services. Our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and

without prior notice, and at our sole discretion. You can determine when these Terms were last revised by referring to 'Last Updated' at the top of these Terms.

#### **4. ELIGIBILITY**

To be eligible to use our Services / DEFI Wallet: (i) you must be at least eighteen (18) years old and legally competent to enter into these Terms; (ii) you must not be a resident of sanctioned jurisdictions according to any trade embargoes, UN Security Council Resolutions (“**UNSCR**”) or the United Nations Security Council Sanctions List; (iii) you must not be currently the subject of or subject to economic sanctions; (iv) you must not be a resident of jurisdictions under Increased Monitoring as per Financial Action Task Force (FATF) and (v) you must be compliant with all applicable laws of your local jurisdiction, including laws related to anti-money laundering; If you are using our Services on behalf of a legal entity, you further represent and warrant that: (i) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

You can only use our Services if permitted under the laws of your jurisdiction. For the avoidance of doubt, you may not use our Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of our Services would be illegal or otherwise violate any applicable laws. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you. You agree that you are only using our Services with legally-obtained funds that rightfully belong to you. By using the DEFI Wallet, you represent and warrant that you meet all eligibility requirements that we outline in these Terms. We may still refuse to let certain people access or use our Services or any part thereof. Furthermore, we reserve the right to change our eligibility criteria at any time.

#### **5. SERVICES**

The DEFI Wallet is a managed decentralized (self-custody) wallet, for digital assets such as cryptocurrencies, virtual commodities and NFTs (“**Digital Assets**”), meaning you are solely in control of and responsible for your Digital Assets, and accordingly you can authorize transactions from your wallet address.

The DEFI Wallet allows you to:

- a. generate wallet addresses that you may use to receive, store and send digital assets;

- b. browse and access third party decentralized application(s) (“**DApp(s)**”) and third party decentralized exchanges (“**DEX**”) through the Okto;
- c. swap/trade digital assets through DApp functionality made available by third party service provider(s);
- d. stake certain digital assets in a third party ‘proof of stake’ network through staking services (“**Staking Service**”);
- e. view digital asset price information made available by third party service provider(s); and
- f. track your asset holdings and portfolio movement across various chains
- g. broadcast Digital Asset Transaction data to various blockchains supported by the DEFI Wallet without requiring you to download or install the associated blockchain-based software to your local device.

### **5.1. Wallet Address, Private Key, and Backup Capabilities**

An encrypted backup of certain information associated with your wallet can be stored on eligible devices. The private key is associated with the wallet address and, together, they can be used to authorize the transfer of Digital Assets to and from that wallet address. The DEFI Wallet uses the concept of Multi-Party Computation (“**MPC**”) technology to secure the customers’ private keys. With this technology, the private key will not be shared with the user directly. The private key is broken down and secured in such a manner that no single entity ever has access to the entire private key.

However, you are responsible for the retention and security of your private key and any other information (“Secret Phrase”) associated with your wallet. You must keep all your credentials including but not limited to wallet address & password, Secret Phrase secure. You acknowledge and agree that we do not receive or store your wallet password, encrypted private key, unencrypted private key, or Secret Phrase associated with your wallet.

It must be noted that we cannot generate a new password for your wallet if you fail to remember your original password. Any support will need involvement of relevant third party and will take time. If you have not safely stored a backup of any wallet address and other security access details, you accept and acknowledge that any Digital Assets you have associated with such wallet address will become inaccessible. Accordingly, we shall have no responsibility or liability whatsoever in the event you are unable to access your wallet for any reason including without limitation your failure to keep your wallet address, Secret Phrase and other relevant information secure.

### **5.2. Use of DApps and DEX**

If you access or use DApps or DEX, including, without limitation, DApp functionality embedded within the Services or through Okto such as the Trade/Swap Digital Assets function, you acknowledge and agree that: (i) The DEFI Wallet is not responsible for your access or use of DApps or DEX and shall have no liability whatsoever in connection with your use of DApps or DEX, including, without limitation, any transactions you dispute; (ii) the limits of amounts that you may exchange via DEX per day shall be subject to any requirements of the third-party developed smart contracts; (iii) blockchain operations are irrevocable meaning when you conduct any transactions via DApps or DEX, you shall be solely responsible for the consequences of any issues associated with such transactions, including, without limitation, your transfer to an incorrect address or problems associated with the node servers selected by you; (iv) when you use DApps or DEX, third-party developed smart contracts may charge you handling fees and/or service fees and any information displayed on our website/ mobile application or the DEFI Wallet relating to such fees are for your reference only. The Okto/ DEFI Wallet cannot and does not guarantee any accuracy, applicability, reliability, integrity or appropriateness, nor shall the Okto/ DEFI Wallet be liable for any loss or damage that may be caused directly or indirectly by your use of these contents or any Services; and (v) The DEFI Wallet does not currently charge any service fees or handling fees for the use of DApps or DEX, however, The DEFI Wallet may, in its discretion, charge such fees at any time in the future. Any updated fees will apply to any transaction that occurs following the effective date of the updated fees.

### **5.3. Use of Staking Service**

If you access or use the Staking Service, a third party may stake certain Digital Assets on your behalf ("**Staked Digital Assets**"), acting as a transaction validator on the applicable blockchain network. If a block of transactions is successfully validated using such Staked Digital Assets, a reward is granted by that network ("**Staking Reward**"). You acknowledge and agree that the DEFI Wallet is not responsible for: (i) your use of the Staking Service and shall have no liability whatsoever in connection with your use of the Staking Service; (ii) ensuring Staking will occur on a continuous basis; and (iii) ensuring any particular Digital Asset will be staked or will continue to be staked.

### **5.4. Digital Asset Transactions**

In order for all proposed Digital Asset transactions to be completed, they must be confirmed and recorded in the Digital Asset's associated public blockchain. Such networks are decentralized, peer- to-peer networks supported by independent third parties, which we do not own, control, or operate.

We have no control over the blockchain networks and, therefore, cannot and do not ensure that any transaction details that you submit via our Services will be confirmed and processed. By using the DEFI Wallet or our Services, you acknowledge and agree that: (i) we do not have the ability to cancel or otherwise modify your transaction; (ii) the transaction details you submit may not be completed, or may be substantially delayed, by the applicable blockchain networks; (iii) we do not store, send, or receive Digital Assets; and (iv) any transfer that occurs in relation to any Digital Asset occurs on the relevant blockchain network and not on a network owned by us and therefore we do not guarantee the transfer of title or right in any Digital Asset.

#### **5.5. Accuracy of Information Provided by User**

You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any Digital Asset transaction initiated via the Services. We strongly encourage you to review your transaction details carefully before attempting to transfer a Digital Asset.

### **6. WALLET REGISTRATION AND SECURITY**

You must either import or create a wallet in order to use the DEFI Wallet. When you create a wallet, no private key will be communicated to you. MPC technology is utilised to store your private keys, which will be retrieved every time the wallet is accessed. If you notice any unauthorized access of your wallet, you agree to immediately notify us of any such unauthorized use or any other breach of security of your wallet. Notwithstanding the foregoing, you acknowledge and agree that you shall assume all risks related to the use of the Services and you shall be solely responsible for maintaining the confidentiality and security of your access phrase/ Secret Phrase/ access code/ password with which you can access the DEFI Wallet.

When you create a wallet, you are strongly advised to take precautions in order to avoid loss of access to and/or control over your wallet. Suggested measures include, but are not limited to, the following:

- (a) creating a strong unique password that you do not use for any other purpose (i.e., different to your phone password or any other passwords you use for websites, online services, etc.) and leveraging biometric authentication if available;
- (b) do not store the Secret Phrase in plain text online or in an unsecured physical location;
- (c) limiting access to your devices and your wallet;
- (d) taking all necessary precautions against malware on your devices and networks; and

(e) promptly notifying us if you discover or otherwise suspect any security breaches related to your wallet. Notwithstanding anything to the contrary herein, we shall have no liability whatsoever in connection with activities that occur on your wallet with or without your authorization.

### **6.1. Push Notifications**

You may agree to receive push notifications from the DEFI Wallet that will alert you when blockchain networks supported by the DEFI Wallet are congested and when transactions involving your wallet have been completed. If you would like to receive push notifications, you must opt in to the service by accessing “Settings” and enabling “Push Notifications”.

### **6.2. Payment and Fees**

Fees applicable to the Services or any component of the Services, if any, shall be set forth at <https://okto.tech/>.

### **6.3. Transaction Fees**

There may be transaction fees (e.g., mining fees) associated with your Digital Assets transactions that are required by the Digital Assets system or blockchain network that you engage with. You must ensure that you have an adequate balance in your wallet and/ or “gas” to complete transactions before initiating a transaction. You acknowledge and agree that we will not be liable for any failed transactions or losses you incur due to incorrectly set transaction fees (i.e., too low or too high) or due to insufficient funds or gas associated with your wallet address.

You further acknowledge and agree that we do not have access to your or anyone else’s transactions. Further, we may charge fees for some or part of the Services we make available to you. We reserve the right to change those fees at our discretion with notice. We will disclose the amount of fees we will charge you for the applicable Service at the time that you access the Service.

### **6.4. Taxes**

It is your responsibility to determine what, if any, taxes apply to the transactions that you have submitted transaction details for via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any Digital Asset-related transactions.

## **7. THIRD PARTY SERVICES AND CONTENT**

In no event shall a description or reference to a third party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement or promotion of such third-party products or services by us. We retain the exclusive right to add to, modify, or cancel the availability of any third-party service. You may agree to receive push notifications from third party content providers. In order to receive push notifications, you must opt in to the service. Push notifications will not be automatically enabled on your device for third party content. We do not control, endorse, or adopt any third-party content shared through push notifications, and will have no responsibility for third party content including, but not limited to, token availability and/or sales. If, to the extent permitted by the DEFI Wallet, you grant express permission to a third party to access or connect to your the DEFI Wallet account, either through the third party's product or service or through the DEFI Wallet, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms.

We make no warranties or representations, express or implied, about such linked Third-Party Materials, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites, applications, or resources. You may incur charges from third parties for use of linked services. For example, you may be charged fees via the Dapps and/or DEXs that you may access via the App. You may also be charged fees if you elect to link the Okto to any custodial wallet and transact in such account. Third party fees are not charged by DCX and are not paid to DCX. In accessing any other account from the DEFI Wallet, you understand and agree that all transactions made when accessing such account from the DEFI Wallet is subject to the terms of use of such account provider and their privacy policy.

Before visiting a third-party site through links or other means provided on or through the service, you should review the third party site's terms and conditions and privacy policy, and inform yourself of the policies and practices of these third party sites.

## **8. INTELLECTUAL PROPERTY**

For the purpose of these Terms "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition

rights, rights in designs, rights in computer software including both source and object code, database right, topography rights, moral rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

### **8.1. License**

You acknowledge that all right, title and interest in the DEFI Wallet and any software to enable its use including all Intellectual Property Rights, belong to and are retained solely by us (or our third-party suppliers, as applicable). These Terms do not provide you with title or ownership of any Intellectual Property Rights or other rights other than the rights specified in these Terms. As long as you agree to and comply with the present Terms, we grant you a limited, non-exclusive, non-sublicensable and non-transferable license to use the DEFI Wallet for your personal use only.

Except as otherwise expressly permitted in these Terms, you will not: (a) reproduce, modify, adapt or create derivative works of any part of the DEFI Wallet; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the DEFI Wallet; (c) use the DEFI Wallet for the benefit of any third party;

(d) incorporate the DEFI Wallet into a product or service you provide to a third party without our prior written consent; (e) circumvent mechanisms in the DEFI Wallet intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, including images and texts, underlying ideas, algorithms, file formats or non-public APIs to the DEFI Wallet, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in the DEFI Wallet (h) use the DEFI Wallet for competitive analysis, as part of any other software or project of any kind or to build competitive products.

### **8.2. Feedback**

From time to time, you may choose to submit feedback to us. We may, in connection with the DEFI Wallet, freely use, copy, disclose, license, distribute and exploit any feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No feedback will be considered your Confidential Information, and nothing in this Agreement limits our right to independently use, develop, evaluate, or market products or services, whether incorporating feedback or otherwise.

### **8.3. Content**



The DEFI Wallet may contain copyrighted material and trademarks including, but not limited to, text and graphics (the “**Content**”), which is protected by copyright law, registered and unregistered trademarks, and other intellectual property rights. Unless otherwise provided, we exclusively own the Content. Your use of the DEFI Wallet does not grant you any right, title, or interest in the Content. You agree that you will not copy, reproduce, modify, republish, upload, post, transmit, distribute, collect, sell, license, create derivative works from, or, in any other way, whether manual or automated, exploit any of the Content, in whole or in part.

#### **8.4. License to NFT Content**

You may be able to store non-fungible tokens (“**NFTs**”) on the DEFI Wallet. You hereby represent and warrant that you own all legal right, title in and interest to, including all intellectual property rights to the content associated with the NFT (“**NFT Content**”), or you are legally authorized by the owner of the intellectual property in the NFT Content to store the NFTs on the DEFI Wallet. You retain all rights to the NFT Content stored on the DEFI Wallet except for rights expressly granted herein. By using the DEFI Wallet, you grant us a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) the NFT Content in any and all media or distribution methods (now known or later developed) solely as required to be able to operate and provide services of the DEFI Wallet. We do not monitor the NFTs and NFT Content stored on the DEFI Wallet for any infringement of a third party’s intellectual property rights. Accordingly, we assume no liability for any action regarding any content provided by you. You further acknowledge and agree it is your sole responsibility to carry out all necessary due diligence for all your activities relating to NFTs, and you represent and warrant that you have not and are not relying on, and shall have no remedies, in respect of any statement or representation made by us in relation to any transfer or interaction otherwise with any NFTs.

If you have a dispute in relation to the NFTs and/or NFT Content, you release us from claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

### **9. YOUR USE OF THE DEFI WALLET**

You agree that you will not violate any laws when using our Services, including but not limited to the DEFI Wallet. This includes any local, provincial, state, national, or international laws that may apply to you. You agree that you will not use our Services to pay for, support, or otherwise engage in any illegal activities including, but not limited to, illegal or otherwise prohibited trade, illegal gambling, fraud, money laundering, or terrorist activities. For the avoidance of doubt, if we discover that you have violated these Terms and/or any applicable law(s) including but not limited to, Anti-Money Laundering laws, Anti-corruption laws, we reserve all of our rights and remedies under these Terms and at law and will take all necessary actions against you.

You further agree that: (i) you will not encourage or induce any third party to engage in any of the activities prohibited under this Section; (ii) you will not impersonate someone or use or attempt to use another user's wallet without authorization or use our Services in any manner that could interfere, disrupt, negatively affect, or inhibit other users from fully enjoying it; (iii) you will not distribute any virus or other harmful computer code through the DEFI Wallet; (iv) you will not take any action that may impose an unreasonable or disproportionately large load on our or any of our third party providers' infrastructure; (v) you will not reverse engineer or bypass, circumvent, or attempt to bypass or circumvent any measures that we may use to prevent or restrict access to the Services including, without limitation, other accounts, computer systems, or networks connected to the Services; and (vi) you will not violate, misappropriate or infringe the rights of the DEFI Wallet, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights.

Although we have no obligation to monitor any user content, we have absolute discretion to take any necessary actions any time and for any reason without notice in the event you breach these Terms. Any use of the DEFI Wallet other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited and we shall have the right to terminate your license to use the DEFI Wallet immediately without notice. You acknowledge and accept that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any user content, including any loss or damage to any of your user content.

## **10. LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES**

You acknowledge and agree that we have no control over, and no duty to take any action regarding:

(i) failures, disruptions, errors, or delays in the processing of Digital Assets that you may experience while using the Services; (ii) the risk of failure of hardware, software, and Internet connections; (iii) the risk of malicious software being introduced or found in the software underlying DEFI Wallet; (iv) the risk that third parties may obtain unauthorized access to information stored within your wallet,

including, but not limited to your wallet address, private key, and Secret Phrase; and (v) the risk of unknown vulnerabilities in or unanticipated changes to the applicable blockchain networks.

You release us from all liability related to any losses, damages, or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped Digital Asset addresses; (b) server failure or data loss; (c) unauthorized access to the the DEFI Wallet application; (d) bugs or other errors in the DEFI Wallet software; and (e) any unauthorized third party activities, including, but not limited to, the use of viruses, phishing, brute forcing, or other means of attack against the DEFI Wallet. We make no representations concerning any third-party content contained in or accessed through our Services. Any other terms, conditions, warranties, or representations associated with such content, are solely between you and such organizations and/or individuals.

You are hereby informed that the functioning of the DEFI Wallet is subject to the laws of Costa Rica. Upon any regulatory or legal restriction, we may have to immediately stop the continuation of our services or put them on hold for an indefinite time. Upon the happening of such an event, You acknowledge that we are not liable for any such stoppage of services and any loss that may be caused to You.

#### **10.1. Limitation of Liability**

To the fullest extent permitted by applicable law, in no event will we, or our affiliates, or any of our respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any direct damages or incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other businesses or financial benefits) whether under contract, tort, negligence, statute, strict liability or other theory even if we have been advised of the possibility of such damages, arising out of your access or use of the services, including, but not limited to:

- (a) any unauthorized use of your wallet address due to your failure to maintain the confidentiality of your wallet or any access code/Secret Phrase/passwords associated with it,
- (b) any interruption or cessation of transmission to or from the services or any bugs, viruses, trojan horses, or the like that are found in the DEFI Wallet software or that may be transmitted to or through our services by any third party (regardless of the source of origination);
- (c) any actions we take or fail to take as a result of communications you send to us;
- (d) human errors;

- (e) failures, including public utility or telephone outages;
- (f) omissions, interruptions, latency, deletions or defects of any device or network, providers, or software (including, but not limited to, those that do not permit participation in our services);
- (g) any injury or damage to computer equipment;
- (h) inability to fully access our website, the DEFI Wallet or the services or any other website;
- (i) theft, tampering, destruction, or unauthorized access to images or other content of any kind;
- (j) data that is processed late or incorrectly or is incomplete or lost;
- (k) typographical, printing or other errors, or any combination thereof;
- (l) any other matter relating to the website, the DEFI Wallet application or any other aspect of the services;
- (m) any loss of anticipated savings, goodwill or data;
- (n) any change in the exchange rate or value of any Cryptocurrency (including as a result of our acts or omissions);
- (o) loss caused by a technical vulnerability in any Cryptocurrency technology;
- (p) loss caused by advances in technology or cryptography (including development of quantum computers) that effects the security of Cryptocurrency;
- (q) loss caused by unforeseeable events or force majeure.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. In no event shall our liability to you for all damages (other than may be required by applicable law in cases involving personal injury) exceed the amount of fifty U.S. Dollars (USD 50.00/-) or its equivalent in the local currency of the applicable jurisdiction.

## **10.2. Warranty Disclaimer**

The DEFI Wallet and Services are provided on an "as is" and "as available", and without warranty of any kind. To the maximum extent permitted by law, we disclaim all representations and warranties, express or implied, relating to the services and underlying software or any aspect of the information, content, or the services, whether provided or owned by us, or by any third party or contained in any third party materials or on any third party websites accessible or linked to our website or the services, including without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, freedom from computer virus, and any implied warranties arising from course of dealing, course of performance, or usage in trade, all of which are expressly disclaimed. In addition, we do not represent or warrant that the content accessible via the services is accurate, complete, available, current, free of viruses or other harmful components, or that the results of using the services

will meet your requirements. We do not make any representations or give warranties that the access to the DEFI Wallet or use of the services and the functionality thereof will be continuous, uninterrupted, timely or error-free. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

The user expressly agrees and acknowledges to hold us harmless in respect of any cost, claims, damage, loss or expenses accrued, suffered, incurred by us or any third-party arising out of or in connection with any such communication, interaction, dealings and transactions between the user and third-party providers. The user acknowledges that we do not have any control over such dealings and transactions and plays no determinative role in the same.

## **11. INDEMNITY**

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless us, our affiliates, and our respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors, from and against any and all claims, damages, obligations, losses, liabilities, tort, costs or debt, and expenses (including, but not limited to, attorney's fees) arising from: (a) your use of and access to the Services; (b) any feedback or submissions you provide to us concerning the DEFI Wallet; (c) violation of any third party content (d) your violation of the Terms; or (e) your violation of any law, rule, or regulation, or the rights of any third party.

## **12. DISPUTE RESOLUTION**

### **12.1. Time Limitation on Claims**

You agree that any claim you may have, arising out of or related to your relationship with us must be filed within one year after such claim arises, otherwise, your claim is permanently barred.

### **12.2. Governing Law**

These Terms shall be governed, interpreted, and construed in accordance with the laws of Costa Rica, without regard to the conflict of law provisions and for resolution of any dispute arising out of your use of the Services or in relation to these Terms. Notwithstanding the foregoing, you agree that (i) DCX and/or its affiliates shall have the right to bring any proceedings before any court/forum of competent jurisdiction and you irrevocably submit to the jurisdiction of such courts or forum; and

(ii) any proceeding brought by you shall be exclusively before the courts at Costa Rica. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or

modified only to the extent such provisions are inconsistent. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or *forum non conveniens* in any such action.

### **12.3. Arbitration & Waiver of Class Action**

Any dispute, controversy, claims or disagreement of any kind whatsoever between the Parties in connection with or arising out of this Agreement shall be referred for arbitration, to a sole arbitrator appointed by DCX. The arbitral proceedings shall be conducted in accordance with the International Court of Arbitration. The seat and venue of such arbitration shall be at Costa Rica. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal. The prevailing party in any action or proceeding to enforce these terms shall be entitled to costs and attorneys' fees. The arbitral decision may be enforced in any court. Whether the dispute is heard in arbitration or in court, you and the DEFI Wallet will not commence against the other a class action, class arbitration, or representative action or proceeding.

### **13. NOTE TO INTERNATIONAL USERS**

If you are a user accessing or using our Services from a region with laws or regulations governing personal data collection, use, and disclosure that differ from Costa Rica laws, please be advised that we do collect or process your personal data, as provided in our Privacy Policy, referred to, in paragraph 2.

### **14. TERMINATION & SURVIVAL**

Notwithstanding the termination or rescission of this Agreement, the provisions of this Agreement shall continue to apply to those duties and obligations which are intended to survive any such cancellation, termination or rescission, including, without limitation clauses related to Limitation of liability, Indemnity, Warranty, Intellectual Property, Confidentiality, and Dispute Resolution. Further any provisions of this Agreement which by implication are to survive the termination of this Agreement shall survive such termination. Termination of the Agreement shall not abate the causes of action that have accrued to the Parties prior to such termination. Your access to the funds in your

Wallet after termination will depend on your access to your backup of your Wallet address and ability to access your private key through MPC technology.

## **15. DISCONTINUANCE OF SERVICES**

We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our Services. You are solely responsible for storing outside of the Services a backup of any wallet address and the ability to access your private key through MPC technology. Maintaining an external backup of any wallet address and other details associated with your wallet will allow you to access the blockchain network upon which your wallet is secured. Such a backup will allow you to fully restore your wallet at any time without cost or loss of your Digital Assets. If you do not maintain a backup of your wallet data outside of the Services, you will not be able to access the Digital Assets associated with your wallet. The DEFI Wallet shall not be held responsible or liable for any loss of Digital Assets in the event that we discontinue all or any part of the Services.

## **16. NO WAIVER**

Our failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of us. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

## **17. SEVERABILITY**

If it turns out that any part of this Agreement is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term shall not affect or impair the validity or enforceability of any remaining part of that term, clause or provision or any other terms, clauses or provisions of these Terms.

## **18. FORCE MAJEURE**

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but

not limited to: any delay or failure due to any acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial disturbances, blockages, embargoes, war, strikes or other labour disputes, fire, earthquakes, storms or other nature-related events, interruption in electrical telecommunications or Internet services or network provider services, failure of hardware equipment and/or software or other utility failures, smart contract bugs or weaknesses, technological changes, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol, other catastrophe, or any other occurrences which are beyond our reasonable control, and shall not affect the validity and enforceability of any remaining provisions. If we are unable to perform our Services outlined in the Terms due to factors beyond our control, including, but not limited to, the aforementioned force majeure events or changes in applicable laws and/or sanctions policies, we shall not be liable for the Services provided under these Terms during the time period coincident with the event in question.

## **19. ASSIGNMENT**

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms without any notice or consent from you. These Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

## **20. NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

## **21. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of the Terms) and every nature between us. Except as provided for above, any modification to these Terms must be in writing and must be signed by both parties.

## **22. NOTICES**

Any notices or other communications provided by us under these Terms, including those regarding modifications to it will be given by posting to the Services and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements,



documents, notices and disclosures that we provide in connection with your account and your use of the Services.

### **23. QUESTIONS OR COMMENTS**

If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of the DEFI Wallet and our Services or any other matter please send us a message on our contact page at [support@okto.tech](mailto:support@okto.tech).