

# Protocol Terms

Last material update: 15 December 2022

The DeFi Swap protocol ("**Protocol**") is a set of smart contracts made available by Crypto.org ("**Crypto.org**") on a voluntary, "as-is" and "as available" basis. By interacting or attempting to interact (in both cases, "**interacting**") with the Protocol, you confirm that you understand and agree to these Protocol Terms.

- 1 Nature of Protocol:** The Protocol is intended as a technological tool that may be used as part of users' own self-directed virtual asset transaction workflows. Crypto.org is not involved in any transactions, whether as an intermediary, counterparty, advisor or otherwise.
- 2 Your responsibility for use and compliance:** The Protocol is not a service of any kind and you should not rely on Crypto.org to assist you to evaluate the Protocol, assess its fitness for any purpose or comply with any requirements. You assume all risk arising from interactions with the Protocol. Crypto.org is not liable for any claim, damages or other liability, whether in contract, tort or under any other theory of liability, arising from, out of or in connection with the Protocol. Without limitation, you are solely responsible for identifying and complying with applicable legal and regulatory requirements in connection with the use of the Protocol, including with respect to any transactions. Any parameters set by Crypto.org are for its own purposes and should not be taken to infer any responsibility of Crypto.org for your activities.
- 3 Availability of the Protocol:** The Protocol is made available via [crypto.org/defi/swap](https://crypto.org/defi/swap) but it may not be available at all times. You may also interact with the smart contracts directly without going through the DApp. Crypto.org is not responsible for ensuring the availability or operation of the Protocol. The Protocol may be interrupted, suspended or restricted, including because of a fault, defect, hack, attack, exploit, error or unforeseen circumstances, at any time.
- 4 Non-compliance reporting:** You are required to report any non-compliance, whether by you or any other person, with these Protocol Terms to Crypto.org as soon as possible after you become aware of such non-compliance by sending email to [chain@crypto.org](mailto:chain@crypto.org).
- 5 Virtual asset compatibility:** Crypto.org has sole and absolute discretion to determine the virtual assets, if any, that are compatible with the Protocol. Any such determination by Crypto.org does not constitute an endorsement or recommendation in respect of any virtual asset.
- 6 Eligibility and prohibitions:** Crypto.org has the sole and absolute direction to determine access to the Protocol. However, the following persons are prohibited from interacting with the Protocol and will not be entitled to any rewards:
  - (a) Persons for whom interacting with the Protocol would contravene any applicable legal and regulatory requirements.
  - (b) Persons that are subject to any sanctions, embargoes or other restrictive measures imposed by:
    - (i) the United Nations Security Council; or
    - (ii) any government authority in any jurisdiction in which the Protocol is available.

- (c) Persons that reside in, or are incorporated under the laws of, the following jurisdictions, as well any other jurisdictions that Crypto.org declares to be a prohibited jurisdiction by any other means:
    - (i) the Republic of Singapore;
    - (ii) the People's Republic of China (mainland China);
    - (iii) the United States of America.
  - (d) Persons that interact with the Protocol from blacklist virtual assets wallet addresses.
- 7 **Determination of eligibility:** You are responsible for determining your eligibility to interact with the Protocol in accordance with these Protocol Terms. Each time that you interact with the Protocol, you represent and warrant to Crypto.org that you are eligible to interact with the Protocol and not prohibited from interacting with the Protocol.
- 8 **No representations, warranties, guarantees or undertakings:** Crypto.org makes no representation, warranty, guarantee or undertaking in respect of the Protocol, whether express or implied by operation of law.
- 9 **No reasons or notice required of Crypto.org:** Crypto.org is not required to give any reasons or notice before exercising any discretion that it may have in respect of the Protocol, whether under these Protocol Terms or otherwise.
- 10 **Fees:** Fees and charges may apply in connection with interacting with the Protocol. You are responsible for identifying and satisfying all such fees and charges. Crypto.org does not charge any fees for making the Protocol available to you.
- 11 **Due diligence:** Before interacting with the Protocol, you must conduct your own due diligence and ensure you comply with all applicable legal and regulatory requirements, including with respect to virtual assets, taxes, securities and other regulations in your jurisdiction.
- 12 **Power to revise:** Crypto.org may revise or cancel these Protocol Terms at any time. It may also update the Protocol or access to it. Crypto.org will seek to notify material changes on its website, but the failure to do so does not result in any liability on our part.
- 13 **Risk:** Interacting with the Protocol involve significant risks. You must consider carefully all applicable risks, and determine whether they are acceptable to you prior to interacting with the Protocol and any other person (including conducting any due diligence you consider necessary in relation to them). Without limitation, these risks include the following:
  - a. Partial or total loss of virtual assets, or of any value attributed to virtual assets.
  - b. Collapse in liquidity with respect to a virtual asset.
  - c. Changes in the compatibility of a virtual asset with the Protocol.
  - d. Changes in these Protocol Terms.
  - e. Regulatory uncertainty with respect to virtual assets, and government action against virtual assets and persons involved in virtual asset activities.

- f. Extreme fluctuations in prevailing fees and uncertainty with respect to other transaction parameters.
- g. Various forms of misconduct, including:
  - i. market manipulation;
  - ii. trading virtual assets on the basis of non-public information; and
  - iii. front running.
- h. Failure of virtual assets transactions to be confirmed in a timely manner, or at all.
- i. Counterparty risk.
- j. Faults, defects, hacks, exploits, errors or unforeseen circumstances occurring in respect of the Protocol or the technologies on which the Protocol depends.
- k. Loss of private keys.
- l. Failure or non-availability of the Protocol or technologies on which the Protocol depends, including the Internet, and technological advancement rendering certain technologies obsolete.
- m. Attacks on the Protocol or technologies on which the Protocol depends, including:
  - i. distributed denial of service;
  - ii. sybil attacks;
  - iii. phishing;
  - iv. social engineering;
  - v. hacking;
  - vi. smurfing;
  - vii. malware;
  - viii. double spending;
  - ix. majority-mining, consensus-based or other mining attacks;
  - x. misinformation campaigns;
  - xi. forks; and
  - xii. spoofing.

**14 No prospectus or solicitation:** Nothing stated in these Protocol Terms or through the Protocol is a prospectus nor a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Crypto.org makes no representation regarding the regulatory or legal status of any virtual asset, regardless of whether such virtual asset is compatible or incompatible with the Protocol. Crypto.org will not make any attempt to register the Protocol under any legal or regulatory regime, nor is Crypto.org aware of any review of the Protocol by any regulatory authority in any jurisdiction. Under no circumstances do these

Protocol Terms or any other material relating to the Protocol constitute a recommendation or advice of any kind.

- 15 Questions:** If you have questions about the Protocol, you should obtain appropriate professional advice.