

TERMS OF USE

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WAVES EXCHANGE TERMS OF USE AND SERVICE

The following terms of use (**Terms, Terms of Use or Agreement**) govern your use (the term “**Use**” will mean any access, downloading, reproduction, installing, copying, playing, demonstrating and/or other use, as applicable) of our Waves Exchange software (either in the form of desktop software, Web or mobile-version) (**Software**) and related services enabling you to issue, manage, transfer, burn, lease, and exchange tokens within the Waves blockchain and exchange other tokens for the tokens compatible with the Waves blockchain, and other related features, tools, materials and services offered from time to time by Elfronus Company (**Services**).

Please read these Terms of Use (**Terms or Terms of Use**) carefully before using the Services. These Terms of Use form a binding agreement between the Elfronus Company (**Company, us, we**) and you as a **User**. The term **you** or **User** refers to any person or entity browsing, accessing, downloading, reproducing, installing, copying, playing, demonstrating and/or otherwise using the Services, or receiving any Services. A copy of these Terms of Use may be downloaded, saved and printed for your reference.

BY ACCESSING AND USING THE SOFTWARE AND THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT ACCESS OR USE THE WAVES EXCHANGE SOFTWARE AND SERVICES.

THE COMPANY BELIEVES THAT THE INFORMATION PRESENTED IS ACCURATE AND THAT THE INFORMATION WAS OBTAINED FROM SOURCES THAT THE COMPANY BELIEVES TO BE RELIABLE. HOWEVER, THE COMPANY DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION. SUCH INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

DECISIONS TO USE, HOLD, TRANSFER, TRADE OR MAKE OTHER TRANSACTIONS WITH CRYPTO-ASSETS INVOLVE HIGH DEGREE OF RISK AND ARE BEST MADE BASED ON THE ADVICE OF QUALIFIED FINANCIAL PROFESSIONALS. ANY DEALING WITH CRYPTOCURRENCIES AND OTHER CRYPTO-ASSETS INVOLVES A RISK OF SUBSTANTIAL LOSSES. BEFORE UNDERTAKING ANY ACTION AND USING WAVES EXCHANGE SOFTWARE AND SERVICES, YOU SHOULD CONSULT A QUALIFIED FINANCIAL PROFESSIONAL. PLEASE CONSIDER CAREFULLY WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION AND ABILITY TO BEAR FINANCIAL RISKS. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOSS OR DAMAGE YOU OR ANYONE ELSE INCURS AS A RESULT OF ANY CRYPTO-TRANSFER AND/OR EXCHANGE OR INVESTMENT ACTIVITY THAT YOU OR ANYONE ELSE ENGAGES THROUGH OUR SOFTWARE AND/OR SERVICES.

WAVES EXCHANGE AND RELATED SERVICES PROVIDED BY THE COMPANY IS NOT PART OF WAVES BLOCKCHAIN ([HTTPS://WAVESPLATFORM.COM/](https://wavesplatform.com/)) IN ANY ORGANIZATIONAL OR CORPORATE WAY AND THE COMPANY IS NOT RESPONSIBLE FOR THE PROVISION OF THE SERVICES, FUNCTIONING OR MALFUNCTIONS OF THE WAVES BLOCKCHAIN.

The most current version of the Terms of Use will be provided at [https://waves.exchange/files/docs/Waves Exchange terms and conditions.pdf](https://waves.exchange/files/docs/Waves_Exchange_terms_and_conditions.pdf). If an amendment is material, as determined by the sole discretion of the Company, the Company will notify you by providing the notice, which can be published at Waves Exchange website <https://waves.exchange/>. Changes will be effective no sooner than the day they are publicly posted. If you do not want to agree to any changes made to the Terms of Use, you should stop using the Service, because by continuing to use the Service you indicate your agreement to be bound by the updated terms.

The Company may from time to time set up and/or change the terms and limits to the provided Software and Services. The Company reserves the right at any time and in its sole discretion to suspend and/or cancel provision of the Services or Software for any users for their violation of the present Terms and/or otherwise at the Company's own discretion. The Company may terminate provision of Services or Software in part or in full at any time.

1. TERMS AND DEFINITIONS

Waves blockchain compatible tokens – crypto-tokens compatible with / issued on Waves blockchain

Waves tokens – system tokens of the Waves blockchain

User address –Waves blockchain generated address of the User

2. WAVES EXCHANGE SERVICES

Waves Exchange is multi-purpose hybrid Software enabling users to experience the full functionality of the Waves blockchain by providing Users with the tools to issue, manage, transfer, burn, lease, and exchange tokens within the Waves blockchain and exchange other tokens for the Waves blockchain compatible tokens (Services).

Main functionality Waves Exchange provides the User with:

- **Exchange** (powered by centralized Matcher) – hybrid exchange for the exchange and trading of cryptocurrency, tokens, digital coins and other digital assets (crypto-assets)
- **Waves Exchange Wallet** – decentralized instrument providing Users with an interface to manage, send and receive Waves blockchain compatible tokens
- **Waves Exchange Gateways** – centralized instrument for conversion of tokens of third-party blockchains to their analogues on the Waves blockchain and back
- **Waves Leasing** – decentralized instrument for leasing of Waves token value to third parties holding Waves nodes
- **Waves Issue and Burn Transactions** – decentralized instrument for the issuance and erasure (burning) of tokens on the Waves blockchain

To use Waves Exchange Software and Services you have to have and provide Waves Exchange with Waves blockchain generated address owned by you exclusively and under your sole and full control (**User address**).

Using the Waves Exchange, you are solely responsible for keeping the secret phrase for the access of your User address (Seed). We will encrypt your Seed with a password you set for Waves Exchange locally at your device. We do not store or have control over your Seed or your Waves Exchange password and never send them to any servers. This secret information is stored locally on your devices. The Company is not liable for any losses that Users may suffer due to unauthorized access to your User address.

Waves Exchange Software and Services are available for the Use by the User in the following forms:

- Desktop application that can be downloaded from <https://waves.exchange/>.
- Mobile application “Waves.Exchange” that can be installed through AppStore and Google Play.
- Web version that you can use via website <https://waves.exchange/>.

3. EXCHANGE

The Exchange provides Users with the ability to trade crypto-assets for another type of crypto-assets. The Exchange does not provide fiat trading services. The Exchange is a trading platform and not buyer or seller in trades made between Users. The Exchange does not act as a party to any transactions made through or with the help of the Exchange Services. The Exchange is also not a market maker.

Exchange Software uses the Matcher software providing the algorithm-based matching of user orders for the exchange of pairs of assets available on the Exchange between Users (Matcher). The Matcher is the **open-source software** released under MIT License (<https://matcher.waves.exchange/api-docs/index.html>).

The Matcher’s functions are the following:

- tracking of buy and sell orders of Exchange Users and/or their cancellation;
- matching the corresponding buy and sell orders of Exchange Users;
- forming an exchange transaction and sending (reporting) it to the Waves blockchain.

An order is a binding offer made by user to buy or sell a certain quantity of crypto-assets. The orders can be made for a limited price or for a market price (limit order and market orders). Orders at a limited price (limit orders): for “buy order” – an offer to buy specified crypto-assets at a price less or equal to the specified limit price (maximum purchase price), for “sell orders” - an offer to sell specified crypto-assets at a price more or equal to the specified limit price (minimum selling price). Orders at a market price (market orders): for “buy order” - an offer to buy crypto-assets immediately at the lowest price obtainable in the market (according to the corresponding sell orders available at the Exchange), for “sell order” - an offer to sell crypto-assets immediately at the highest price possible in the market (according to the corresponding buy orders available at the Exchange).

The Matcher may set limits for setting of orders for a particular crypto-assets and/or pair of crypto-assets, on the number of orders which can be made from a User address and/or with respect to particular crypto-assets, on the volume of orders, and/or may set other limits as it may deem necessary.

The Matcher also may set limits with respect to order value attributes, such as minimum and maximum order price limit, minimum and maximum amount of the order, minimum price increment, minimum volume increment.

The amount of exchanged crypto-asset set out in the order is deemed frozen by the Matcher on the respective User address until the full matching of the order or its cancellation by the User (whichever comes first).

If any value attribute of the offer specified by User is not valid according to the limits allowed by the Matcher or is greater than amount available to the User (taking into account all open orders of the User), it will be rejected.

If at any time after the setting of an order the total amount of the exchanged crypto-asset at the User address is or becomes less than the total amount of the exchanged crypto-asset set in the User's order, the order is cancelled automatically.

All set orders shall be assigned a time stamp.

The main algorithm (rule) for ranking of orders is based firstly upon best price/net price and secondly by first in – first out rule.

Orders can be matched in part or in full. If not fully matched, the remainder of the order is stored in the order book in descending buy-price order or ascending sell-price order and joins the queue of orders having the same price according to time priority.

Users acknowledge, agree and accept that the sequence and procedure of matching the orders is determined automatically based on the Matcher algorithm and other orders may have a priority over User's order in accordance with the algorithm.

Users acknowledge, agree and accept that there may be delays and technical difficulties in setting up an order, an order set up on the Matcher may not be matched (completed) in full or in part, or its matching may be substantially delayed, according to reasons on the side of the Matcher, and Users indemnify and hold us harmless against any and all claims that may arise in this regard.

The prices quoted on the Exchange are for information purposes only and do not imply that certain crypto-assets can be redeemed at a specific price. The market conditions for a crypto-asset may change drastically within a short period of time and we are not in any way responsible of or liable for the significant change in the terms of performance of the order and/or failure to match the order which is dependent on the total number of orders, their range, the availability of corresponding orders, market liquidity etc.

When you send the buy or sell order via the Matcher Services, you authorize us to match your order within the set expiration time and in accordance with the terms stipulated in the order, and to submit the resulted exchange transaction in crypto-assets to the Waves blockchain in accordance with the present Terms.

Users may cancel his/her order unless it is matched with the other order (and to that extent).

When the orders are matched, the exchange transaction is formed and sent to the Waves blockchain by Matcher. Any exchange transaction formed and sent to the Waves blockchain cannot be revoked by the Matcher.

Users acknowledge, agree and accept that the process of the cancellation of the order may be delayed or impossible due to technical difficulties (incl. on the side of the Matcher), and indemnify and hold us harmless against any and all claims that may arise with in this regard.

We shall not incur any liability as a result of losses sustained by you by reason of cancellation, delay in cancellation or failure to cancel any orders, including in cases where such delay or failure have let to the matching of the order in full or in part.

Please note that the Matcher does not itself process and write down (record) the exchange transaction formed by the Matcher into the Waves blockchain and is not responsible for that. All transactions are processed and recorded into Waves blockchain by the consensus of the miners of the Waves blockchain according to Waves blockchain algorithm. Therefore, Users acknowledge, agree and

accept that there is a risk of a non-performance of the exchange transaction matched and formed by the Matcher due to technical difficulties and/or other reasons associated with the blockchain (incl. due to rollbacks, forks, losses and technical delays).

The Matcher may collect from the Users the fee to be paid to miners for the mining (recording) of the transaction formed by the Matcher, as well for its own Services. The fees are subject to change by the Company.

By accessing the Waves Exchange, you agree that you will be responsible for the full amounts of any fees associated with the Services. You agree that by the use of the Services the fee and charges may be collected from your User address automatically.

The completed transaction (recorded in the blockchain) cannot be reversed.

Matcher provides matching services only and, as well as the Waves Exchange, does not act as a buyer or seller in exchange transactions made between users. Matcher does not collect and/or process any assets from the users. The Company is not a trading agent and does not provide financial or investment services or advice to the Users.

The Exchange and the Matcher do not verify or review any crypto-asset or User addresses when tacking and matching orders. The Exchange is an open system built for opensource Waves blockchain, which means that it is can be prone to scams and market manipulations.

We are trying to maintain the Waves Exchange available 24/7, every day of the year, with the exception of maintenance works.

We may suspend and/or cancel Exchange services in part (with respect to the certain crypto-assets or pair of crypto-assets) or in full either for technical or regulatory reasons or at its own discretion.

The Company may, at any time and in its sole discretion, restrict access to the Exchange services to any User, User address and/or crypto-assets, refuse any trade, impose limits on the trade amount, restrict trades from certain locations, require completion of KYC procedures or impose any other conditions or restrictions upon User, User address or crypto-assets without prior notice and without recovering any losses. However, as only you hold the Seed to your Waves address, we do not have access to your Waves address and cannot block your access or apply any kind of limitations to crypto-assets on your Waves address.

4. WAVES EXCHANGE WALLET

Waves Exchange Wallet is a software interface allowing you to manage Waves blockchain compatible tokens that you hold on your User address, send and receive such tokens to and from your User address.

Waves Exchange Wallet functionality enables you to make the following transactions at the Waves blockchain with the help of our interface:

- transfer
- mass transfer
- sponsorship
- set asset script

Waves Exchange Wallet supports only Waves blockchain compatible tokens.

Some crypto-tokens may not be supported by Waves Exchange Wallet. The Company assumes no responsibility and liability in connection to any attempt to use Waves Exchange Wallet for the crypto-tokens that are not supported by Waves Exchange Wallet or not compatible with the Waves blockchain.

Please note that all Waves blockchain tokens are stored, and all transfer transactions with such tokens are made (written) directly on the decentralized Waves blockchain and that the Waves Exchange Wallet Services are of decentralized nature.

Therefore, Users agree and acknowledge that we do not store, control or manage your Waves blockchain compatible tokens and are not responsible for any actions with them made by the User or any other person who gained access of the User address through Waves Exchange Wallet. The Company does not store your Seed phrase and password and has no access to the cryptocurrencies and other crypto-assets managed through the interface and with the help of Waves Exchange Wallet Services. The Company provides no financial or investment services or advice to the Users.

The mining fee for the miners of the Waves blockchain for the recording (mining) of the transfers and other Waves blockchain transactions made through the interface and with the help of the Waves Exchange Wallet is collected at the completion of the transaction automatically. Such fee is determined, raised and may be changed by the miners of the Waves blockchain and not by the Company.

By making Waves blockchain transactions through the interface and with the help of Services of the Waves Exchange Wallet, you acknowledge that the transactions with cryptocurrencies and other crypto-assets recorded at the blockchain are irreversible. The Company cannot be liable under any circumstances for any transfers and transaction made by you through the Use of Waves Exchange Wallet. The Company has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any crypto-assets that you may purchase or sell to or from a third party (including other Users of the Software).

Any dispute you have concerning a transaction with cryptocurrencies you shall resolve with such third party directly without involving the Company. If you believe that a third party behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify our support team via e-mail support@waves.exchange for assistance so that we may consider what action to take, if any.

5. WAVES EXCHANGE GATEWAYS

Waves Exchange Gateways is an instrument providing interface for accessing several crypto-gateways, some of which are operated by the Company (Exchange Gateways), and others are ran by third parties (such as, but not limited to Coinomat Gateways, Digilira Gateway).

Exchange Gateways

The Company operates the Gateways for ETH, BTC, WEST, Bancor, Ergo, Tether USD of the respective blockchains, and their analogues on the Waves blockchain (“Tokens”) that functions as a technical service provider in the transfer of Tokens to and from User addresses belonging to the Waves blockchain (“Exchange Gateways”) providing Exchange Gateways Services.

The Exchange Gateways cannot process transfers of Tokens made from cryptocurrency exchanges and/or with the use of smart contracts. Transfer of Tokens made from

cryptocurrency exchanges and/or with the use of smart contracts may lead to complete loss of transferred tokens.

The validity of all Token transfers made through the Exchange Gateways is contingent upon the confirmation process on the involved blockchain. As such, transfers of Tokens (deposits and withdrawals) are pending during the confirmation process and only complete once confirmation on the blockchain is completed. Accordingly, any and all technical difficulties of the involved blockchains (including forks, rollbacks, loss of data, suspension or cancellation of service) may affect the transfers made through Exchange Gateways Services.

The Company reserves the right at any time and in its sole discretion to discontinue the Exchange Gateways Services for any and/or all of the listed Tokens in case the Company suspects a security risk, or Tokens become inactive, or due to other reasons at Company's discretion. The Company will announce the discontinuation of Exchange Gateways Services in full or in part. Following such announcement, transferring of such Tokens through the Exchange Gateways will cease immediately (the operation of third party gateway services may remain unaffected).

The Company reserves the right at any time and in its sole discretion to suspend and/or cancel provision of the Exchange Gateways Services for any users for their violation of the present Terms and/or otherwise at the Company's own discretion.

The Company may from time to time set up and/or change the terms and limits to the provided Exchange Gateways Services.

For the time of publication of the present Terms of use, the terms and limits for the use of the Exchange Gateways Services and transfer of Tokens are as follows:

For Bitcoin Token:

transfer limits are: min - 0.001, max - 100

transfer processing: up to 3 days

For Ethereum Token:

transfer limits are: min - 0.001, max - 5000

transfer processing: up to 3 days

For WEST Token:

transfer limits are: min - 0.1, max - 500000

transfer processing: up to 3 days

For Ergo Token:

transfer limits are: min - 0.1, max - 50000

transfer processing: up to 3 days

For Bancor Token:

transfer limits are: min - 2, max - 100000

transfer processing: up to 3 days

For Tether USD Token:

transfer limits are: min - 2, max - 100000

transfer processing: up to 3 days

The Company may from time to time suspend or cancel the provision of Exchange Gateways Services with respect to Tokens in part or in full with or without notice to users and bears no liability for losses that may be incurred by you due to inability to use the Exchange Gateways Services.

By using the Exchange Gateways Services you agree to provide to the Company the information of the User address through which you use the Exchange Gateways Services and to pay such fees and charges (including costs and expenses related to collection by the Company of overdue payments) as the Company may set out for the use of the Exchange Gateways Services in respect of transfers.

The Company may collect fees applicable to the transfers of Tokens through the Exchange Gateways Services which become due and payable by you immediately upon requesting a transfer of Tokens. The fees are subject to change by the Company.

By accessing the Exchange Gateways, you agree that you will be responsible for the full amounts of any fees associated with the Services. You agree that by the use of the Exchange Gateways and the Services the fee and charges may be collected from your User address automatically.

The Company may, at any time and in its sole discretion, restrict access to the Exchange Gateways services to any User, User address and crypto-assets, impose limits on input and output of Tokens, restrict services from certain locations, require completion of KYC procedures or impose any other conditions or restrictions upon any User, User address or crypto-assets without prior notice and without recovering any losses. However, as only you hold the Seed to your Waves address, we do not have access to your Waves address and cannot block your access or apply any kind of limitations to crypto-assets on your Waves address.

Coinomat Gateways

The crypto-gateways for wUSD, wEUR, LTC, ZEC, BCH, BSV, DASH, XMR and their analogues on the Waves blockchain are operated by Coinomat Company, that functions as a technical service provider in the transfer of the said crypto-assets to and from User addresses of the Waves blockchain (“Coinomat Gateways”). Coinomat Gateways are ran and operated in accordance with Terms of service and conduction of transactions in the system Coinomat (<https://coinomat.com/terms.php>).

Digilira Gateway

The crypto-gateway for wTRY (Digilira) is operated by Digilira Teknoloji Anonim Şirketi, that functions as a technical service provider in the transfer of wTRY tokens to and from User addresses of the Waves blockchain (“Digilira Gateway”). Digilira Gateway is ran and operated in accordance with Digilira Terms of use (<https://www.digilira.com/kullanim-sozlesmesi>).

The services of Coinomat Gateways and Digilira Gateway are the third party services. The Company does not undertake any responsibility for the services and other activities carried out by third parties and does not take any part in the relationship that may arise between third parties and users of the Software. By using services of third parties, you agree to be bound by third parties’ terms of services. If you do not agree to these terms of services, then do not use services of third parties.

THIRD PARTY SERVICES MAY BE CHARGEABLE AND BE OPERATED ON THE TERMS OTHER THAN TERMS STIPULATED BY US HEREUNDER. PLEASE READ THE TERMS AND CONDITIONS OF THIRD PARTY GATEWAYS CAREFULLY BEFORE USING THIRD-PARTY GATEWAYS.

The Company has no opportunity to affect the process of providing these third parties services and its results. Provision of section 20 are being applicable with respect to any third-party services, including third-party crypto gateway services.

6. WAVES LEASING

You may use Waves Leasing functionality of the Waves Exchange for Waves tokens only, which provides interface enabling Users to make “lease” and “cancel lease” transactions at the Waves blockchain and lease the value of their Waves tokens to a third party holding Waves node at their discretion, increasing stake of such third party Waves node (or cancel such leasing at their discretion).

Please note that the “lease” transaction to lease the value of Waves tokens to a third party holding Waves node takes is processed by (written to) the Waves blockchain after 1000 (one thousand) blocks have been written to the Waves blockchain.

The User holding Waves node to which third parties leased value of their Waves tokens may at its discretion pay the lessors the commission for the leasing.

The “lease” and “cancel lease” transactions at the Waves blockchain facilitated by the transactions are written directly to the decentralized Waves blockchain and that the Waves Exchange Leasing Services are of decentralized nature.

Therefore, we do not store, control or manage the lease of any Waves Tokens by Users, lease terms, cancellation of lease and/or payment of commission for the leasing by and to Users and not responsible for any actions with leased Waves Tokens made by any User. You have to make your own decisions on the lease of Waves Tokens and bear the responsibility and consequences thereof. The Company provides no financial or investment services or advice to the Users with respect to the use of the Waves Leasing functionality.

7. WAVES ISSUE AND BURN TRANSACTIONS

With the help of the Issue and Burn Transactions functionality of the Software and the Services you may issue Waves blockchain compatible tokens, as well as reissue and burn Waves blockchain compatible tokens.

By using “Issue” functionality through the interface of our Software and Services the User is able to issue Waves blockchain compatible tokens at the Waves blockchain and choose the settings for the issued tokens, such as its name (designation), number, reissuance features and any other settings that may be required at the time of issuance. All issued Tokens will be issued at and written to Waves blockchain instantly and irrevocably.

By using “Reissue” functionality through the interface of our Software and Services the User is able to issue additional amount of tokens to the already existing reissuable Waves blockchain compatible tokens issued by such User. All reissued tokens will be issued at and written to Waves blockchain instantly and irrevocably.

By using “Burn” functionality through the interface of our Software and Services the User is able to permanently delete (erase, destroy) any Waves blockchain compatible tokens which the User has at his/her User address. The burn transaction is written to Waves blockchain instantly and irrevocably and there is no technical possibility to recover the “burnt” token.

The Company provides Users only with an interface and technical opportunity to issue, reissue and burn Waves blockchain compatible tokens. Users are solely liable for any losses, damages, claims caused by or related to the issuance, reissuance or burn of Waves blockchain compatible tokens. The Company assumes no responsibility or liability related to User issuance, reissuance or burn of tokens via the Software and the Services. Nothing in the

Software and the Services shall be construed as endorsement, sponsorship, advice, facilitation, affiliation, approval, backing, participation, underwriting of any Waves blockchain compatible token or any User issuing Waves blockchain compatible tokens by the Company.

By using “Issue”, “Reissue” and “Burn” functionality of the Software and the Services you shall act in good faith and you warrant and represent that you have received all approvals, authorizations, licenses or registrations required by the competent authority in jurisdiction of your residence or any other applicable jurisdictions.

The Company reserves the right to block (blacklist) any Waves blockchain compatible tokens issued (reissued) by any User if, at Company’s discretion, such issued tokens are illegal, breaching any rights of the Company or third persons, suspicious, offensive, and/or issued in bad faith for the purpose of spam, fraud or are otherwise not in compliance with the present Terms. If the Company blocks (blacklists) the tokens, other Users of Waves Exchange Software and Services will not see such tokens by default. Blocked tokens will be marked for Waves Exchange Users as “suspicious” and will be available per token identification number only. If you wish to learn the reason why the tokens issued by you got blocked (blacklisted) please contact the support at support@waves.exchange.

8. ELIGIBILITY

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

By using the Software and Services you confirm that:

- you are at least 18 (eighteen) years old;
- you are of legal age to accept this Agreement according to your residence country legislation;
- you comply with the laws and regulations of your country of residence;
- you have a full capacity and authority to enter into this Agreement;
- you have a valid User address or will create a valid User address for using Waves Exchange.

You agree and understand that you are responsible at all times for your own conduct, acts and omissions. The Company is not liable for any losses that Users may suffer due to making transactions or making other actions (or inactions) through or with the help of the Waves Exchange.

You agree to indemnify and hold harmless the Company and any of its affiliated persons against all suits, claims, costs, losses, damages or demands (including w/r/t property loss, tax claims, infringements of intellectual or personal rights) in case of your non-compliance with these Terms.

9. USER WARRANTIES AND REPRESENTATIONS

By entering these Terms and using the Software and Services you shall warrant and represent that:

- you have full capacity to contract under applicable law;
- you will only be transacting via the Software and the Services with legally-obtained funds that belong to you;

- you will not be performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Software and the Services;
- you will not use the Software and the Services for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;
- you will not use the Software and the Services for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Company;
- you will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

10. ACCOUNT PASSWORD AND SECURITY

When using Waves Exchange Software and Services, you will be responsible for keeping your own account secret fifteen-word seed phrase for the access of any of your User addresses and a separate password for Waves Exchange which you choose and set up. Waves Exchange Software encrypts this information locally at your computer with a Waves Exchange password you provide, we never receive and/or send any of your secret information (including Seed phrase and Waves Exchange password) to any servers.

You agree to (a) never use the same password for Waves Exchange that you have ever used outside of Waves Exchange, (b) keep your secret information and password confidential and do not share them with anyone else and (c) immediately notify Company of any unauthorized use or breach of security. Company cannot and will not be liable for any loss or damage arising from breaches of security and confidentiality which are out of our control.

11. RISKS

Third Party Services and Websites. You acknowledge and agree that the Company is not responsible for the third party services and websites you use and interact with the help of Waves Exchange Software and Services, and that you shall assess the trustworthiness of any third-party websites, products, smart-contracts, or content you access or use through the Waves Exchange Software and Services independently. You further expressly acknowledge that third party websites and services can be maliciously or negligently harmful, causing mistakes and/or failures of Waves Exchange operation and that Company cannot be held liable for your interaction with such third party websites and services and related loss of property or even identity.

Risk of Blockchain Technology Usage. You understand that blockchain technologies including Waves blockchain technology and other associated and related technologies are new and untested and outside of your or the Company's control and adverse changes in market forces or the technology, broadly construed, may cause the nonperformance by the Company under this Agreement including temporary interruption or permanent termination of your access to the Software and Services, forks, rollbacks or bugs causing loss of your crypto-assets. By utilizing the Software and Services or interacting with the content in any way, you represent that you understand the inherent risks associated with blockchain systems; and warrant that you have an understanding of the usage and intricacies of blockchain-based software systems and crypto-tokens.

Risk of Software Weaknesses. Risk of software weaknesses: You understand and accept that the underlying software is still in an early development stage and unproven, why there is no warranty that the Services will be uninterrupted or error-free and why there is an inherent risk that the Software could contain weaknesses, vulnerabilities, inter alia, the complete loss of your crypto-assets.

Risk of Theft or Unauthorized Access. Risk of theft or unauthorized access: You understand and accept that the underlying software application and software platform (i.e. the Waves, Bitcoin and Ethereum blockchains, etc.) may be exposed to attacks by hackers or other individuals that could result in theft or loss of your crypto-assets. Advances in code cracking or technical advances such as the development of quantum computers may present risks to crypto-assets and Service, which could result in the theft or loss of your crypto-assets.

Volatility of Cryptocurrencies. You understand that crypto-assets and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, regulatory changes, technology and security risks. Forks and changes in relevant network may result in significant and sudden changes to the value and/or usability of your crypto-assets. You acknowledge these risks and represent that Company cannot be held liable for such risks and related costs.

Sophistication. The services of Waves Exchange are complex and carry a high level of risk and are not appropriate for Users who do not possess the appropriate level of knowledge and experience to deal with crypto-assets. The Company is under no obligation to assess the suitability of the services for Users and any comment or statement which may be made by the Company as to the suitability of the Services to User should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such.

Risk of Loss of Funds. The trading market for crypto-assets are highly unstable. Prices for crypto-assets can and do fluctuate at any given moment for any reason. Due to such price fluctuations, you may gain or lose value in your crypto-assets at any given moment. Any asset or trading position may be subject to large swings in value and may even become worthless. You should have a deep expertise for trading in crypto-assets. Moreover, the User shall bear any loss resulted in his/her own fault or error. The risk of loss in trading or holding crypto-assets can be substantial. Therefore, you should carefully consider whether trading or holding crypto-assets is suitable for you in light of your financial condition.

Internet transmission and failures in functionality. You acknowledge that there are risks associated with utilizing Waves Exchange including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via Waves Exchange, however caused. You acknowledge that there are risks inherent in internet connectivity and technologies that could result in the loss of your privacy, confidential information and property.

Unfavorable regulatory environment. Cryptocurrencies, blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Software and maintenance of the Services could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of crypto-assets.

The Company and its third party service providers have implemented and maintained commercially reasonable technical and organizational security measures designed to meet the following objectives: (a) ensure the security and confidentiality of your data; (b) protect against anticipated threats or hazards to the security or integrity of your data; (c) protect against unauthorized access to or use of your data. However, we cannot guarantee that unauthorized third

parties will never be able to defeat those measures to access your data for improper purposes. Herewith you acknowledge and agree that you access and use the Software and Services at your own risk. The risk of loss of value of held and traded crypto assets can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources.

This warnings and others later provided by Company in no way evidence or represent an on-going duty to alert you of all of the potential risks of utilizing the Software and Services.

12. INDEMNITY

You agree to release and to indemnify, defend and hold harmless Company and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Software and Services, your violation of these Terms of Use, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Company in the defense of such matter.

13. NO WARRANTIES. LIMITATION ON LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SOFTWARE AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SOFTWARE AND SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SOFTWARE AND SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS AFFILIATED PERSONS OR REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER GROUND (EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SERVICE; THE USE OR THE INABILITY TO USE SOFTWARE AND SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SOFTWARE AND SERVICES; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR INTERNET OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE; ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SOFTWARE AND SERVICES OR USE THE SOFTWARE AND SERVICES; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPING, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SOFTWARE AND SERVICES.

The Company shall not have any liability or responsibility for any errors or omissions in performance of the Software and the Services, for your action or inaction in connection with the Software and Services or for any damage to your computer or data or funds or any other damage you may incur in connection with the Software and the Services. Your use of the Software and the Services is at your own risk. In no event shall the Company be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Software and the Services, the delay or inability to use the Software and the Services or otherwise arising in connection with the Software and Services whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

You expressly understand and agree that your use of the Software and the Services is at your sole risk. The Software and the Services is provided on an “AS IS” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to or use the Software and the Services; which third party websites and services you use with the help of or through the Software and the Services; how you may use the Software and Services; or what actions you may take with the help of the Software and the Services. You release Company from all liability for you having acquired or not acquired Content through the Software and the Services. Company makes no representations concerning any content contained in or accessed through the Software and the Services.

You acknowledge that Company is not responsible for transferring, safeguarding, or maintaining your private keys, Waves Exchange password or any crypto-assets accessible therewith. If you lose, mishandle or have stolen Waves Exchange password or private keys, you acknowledge that you may not be able to recover your crypto-assets accessible via such private keys and passwords, and that Company is not responsible for such loss. You acknowledge that Company is not responsible for any loss, damage or liability arising from your failure to comply with the Terms hereunder.

14. INTELLECTUAL PROPERTY

Limited License

We grant you limited, non-exclusive, non-transferable revocable permission to make use of the Software and the Services. This Access shall remain in effect until and unless terminated by us or by you.

You acknowledge and agree that the Software and the Services contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Company, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Software and the Services, in whole or in part.

The Company software, including without limitation the Software and the Services, is not in any way sold or transferred to you.

You cannot and have no right to use any Waves or Waves Exchange trademarks, service marks, trade names, logos, domain names, and any other features whether for commercial or non-commercial use.

You agree to abide by our user guidelines and not to use the Software and the Services or any part thereof in any manner not expressly permitted by the Terms. Except for the rights expressly

granted to you in the Terms, Company grants no right, title, or interest to you in the Software and the Services.

Third party software (for example, open source software) included in the Software and the Services are made available to you under the relevant third party software's license terms.

15. PROHIBITED ACTIVITIES

You agree that you will not use the Software and the Services to perform any type or sort of illegal activity or to take any action that negatively affects the performances of the Service. You may not engage via the Services of the following activities, nor help a third party in any such activity to:

- attempt to gain unauthorized access to our Software and Services or another user's orders or User addresses;
- make any attempt to bypass or circumvent any security features;
- violate any law, statute, ordinance, regulation or these Terms;
- reproduce, duplicate, copy, sell or resell the Software and Services for any purpose except as authorized in these Terms;
- engage in any activity that is abusive or interferes with or disrupts our Software and Services (for example, DDoS attacks).

If you are blocked from accessing the Software and Services, you agree not to implement any measures to circumvent such blocking. Use of our Software and Services in connection with any transaction involving illegal services, purposes or tokens is prohibited.

16. COMMUNICATIONS AND WRITTEN NOTICES

Unless the contrary is specifically provided in these Terms, any notice, instruction, request or other communication to be given to us by the User under these Terms shall be in writing and shall be sent to the email address below (or to any other address which we may from time to time specify to the user for this purpose) and shall be deemed delivered only when actually received by us at:

Elfronus Company, support@waves.exchange

Any communications sent to the user (documents, notices, confirmations, statements etc.) are deemed received:

- If posted within Waves Exchange Service, within one hour after it has been posted;
- If sent by email, within one hour after emailing it;
- If sent by Waves Exchange online support channel within one hour after sending it;
- If sent by telephone, once the telephone conversation has been finished;
- If sent by post, seven calendar days after sending it;
- If sent via courier service, at the date of signing of the document on receipt of such notice.

17. COMPLAINTS AND DISPUTES

In the event that an alleged breach, controversy, claim, dispute or difference (a Dispute) arises between you and us out of or in connection with your use of the Service and/or these Terms (including but not limited to the validity, performance, breach or termination thereof), the parties shall seek to resolve the matter by negotiation by referring the matter first to:

- if to you – to any member of your executive management in case of legal persons, or you personally if you are acting as a natural person;
- if to Waves Exchange - to the Waves Exchange Customer Support Department.

If you wish to report an error or a Dispute, you must send an email to Waves Exchange Customer Support at support@waves.exchange.

The Following information will need to be included:

- your name and surname;
- your e-mail address (or other recognition details);
- detailed enquiry description;
- the date and time that the issue arose.

Additionally, you must inform us about any error in the Software and Services within 24 hours from the error time, otherwise Waves Exchange support will not be able to investigate the error.

If a situation arises which is not expressly covered by these Terms, the parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

18. DISPUTE RESOLUTION, PLACE OF JURISDICTION AND GOVERNING LAW

These Terms shall exclusively be governed by and construed in accordance with the substantive laws of the England and Wales, as amended from time to time.

In the event that the parties are unable to resolve a Dispute in accordance with section 17, then the parties hereby irrevocably submit such Dispute to the exclusive jurisdiction of the courts of England and Wales.

19. FORCE MAJEURE

A Force Majeure Event includes without limitation each of the following:

- Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
- Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
- Labour disputes and lock-out;
- Breakdown, failure or malfunction of any electronic, network and communication lines (not due to our fault);
- Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that Waves Exchange support is not in a position to take any reasonable action to cure the default.

20. THIRD-PARTY WEBSITES AND CONTENT

The Software and the Services may contain links to websites or services owned or operated by parties other than the Company (including, but not limited to, third-party crypto gateway services). Such links are provided for your reference only. The Company does not monitor or control resources outside the Software and the Services and is not responsible for their content. The inclusion of links to third party resources does not imply any endorsement of the material in the Software and the Services or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does such inclusion of links imply that the Company is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted

symbol that may be reflected in the linked website. The Company does not control the third-party content or monitor it for compliance with any requirement (e.g. truthfulness, integrity, legality). Accordingly, the Company does not bear any liability arisen in connection with your access or use of the third-party content.

21. GENERAL INFORMATION

Entire Agreement/assignment

These Terms (and any additional terms, rules and conditions of participation that Company may post with respect to provision of the Software and Services) constitute the entire agreement between you and Company with respect to the Software and Services and supersedes any prior agreements, oral or written, between you and Company. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict. We may assign these Terms to our parent company, affiliate or subsidiary, or in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets

Waiver and Severability of Terms

The failure of Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Taxation

You bear the sole responsibility to determine if your use of the Service and/or any other action or transaction you made through Waves Exchange Service have tax implications for you and for payment of all applicable taxes.

By using the Services, and to the extent permitted by law, you agree not to hold us liable for any tax liability associated with or arising from the operation of the Services or any other action or transaction related to Waves Exchange.

Contact us

Users with questions, complaints or claims with respect to the Service and/or this Terms of Use you may contact us using the email address support@waves.exchange.