

## Terms for Waves Exchange Cashback Campaign

PLEASE READ THESE TERMS CAREFULLY. BY PARTICIPATING IN A PROMOTIONAL ACTIVITY, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS THEN DO NOT PARTICIPATE IN THE PROMOTIONAL ACTIVITY.

This version was last updated on 22/03/2020.

1. These terms and conditions (Agreement) apply to the promotional activity «Waves Exchange Cashback Campaign» (Promotional Activity). This Promotional Activity aims to promote stablecoin USDN (Token) and increase the number of its Users.
2. The Promotional Activity is organized and executed by WX Development Ltd (Organizer).
3. This Agreement is a legal document, which sets the User's rights and obligations in relation to this Promotional Activity. By participating in Promotional Activity (clause 7 hereof), the User accepts the terms of this Agreement.
4. The Promotional Activity will last from 19 March 2020, 3:00 p.m. (UTC) till 20 April 2020, 3:00 p.m. (UTC) (Period of Promotional activity). The participants will be awarded with crypto Cashback and Promo prize.
5. Users that will receive crypto Cashback will be determined before 3:00 p.m. (UTC) on the final day of the Promotional Activity (20 April 2020).
6. All crypto Cashback payments according to this Agreement will be fulfilled within 7 days after the completion of all actions mentioned in clause 7 hereof within the Period of Promotional activity.
7. The User will receive crypto Cashback in the amount of 1 (one) USDN for at least 10 (ten) USDN staked, provided that:
  - i) The User created an account on Waves Exchange available on the link <https://waves.exchange/staking> or used an existing Waves Exchange's wallet (jointly referred to as – "Wallet");
  - ii) The User bought at least 10 USDN tokens ("Tokens") on the Waves Exchange with the bank card via the service provided by Waves Exchange and ADVANCED CASH LIMITED available at <https://waves.exchange/staking>; the acquired Tokens should be stored in the Wallet;
  - iii) The User staked the acquired Tokens via the service "Staking" at <https://waves.exchange/staking>;
  - iv) The User registered their Wallets, which had been used for the storing of Tokens staked, via Telegram channel [@waves\\_exchange\\_bot](https://t.me/waves_exchange_bot) (Registered wallet);
  - v) The User complied with the following rule: one User (one Telegram account) may participate in the Promotional Activity using only one Wallet; if the Participant has fulfilled the mandatory conditions for multiple Wallets, only the first Registered wallet will be eligible to get the Crypto Cashback.
8. The Maximum amount of USDN staked is unlimited. The minimum amount to partake in the Promotional Activity is 10 staked Tokens.

9. The Tokens must be bought and staked during Promotional Activity to be eligible for the crypto Cashback accrual.

10. The amount of crypto Cashback depends only from the amount of USDN tokens stored and staked during Promotional Activity. In avoidance of confusion, WE DO NOT RECOMMEND TRANSFERING ANY USDN TOKENS UNTIL THE RECEIVING OF THE CRYPTO CASHBACK.

11. The User receives only one crypto Cashback (clause 7 v).

12. The number of Wallets that can be created by one User is not limited. The User can register any amount of USDN wallets and apply for crypto Cashback as long as they meet the demands mentioned in clause 7.

13. Apart from the crypto Cashback, 5 Users will be awarded with the Promo prize of 100 USDN. The winners will be chosen by chance by Waves.Randomizer from among the Users' Wallets eligible for the receiving of crypto Cashback (clause 7).

The awards will be contested on March 26, April 2, April 9, April 16 and April 20.

14. Without prejudice to any other right or remedy of the Organizer, any User may be excluded from the Promotional Activity or from receiving cashback if the User fails to comply with these Terms and conditions or, in Organizer's reasonable view, is unfairly exploiting the opportunities of the Promotional Activity.

15. The Organizer bears no liability for determining whether taxes apply to User's crypto cashback. The User must seek its own tax advice in connection with receiving reward, which may result in tax consequences to the User, including withholding taxes, income taxes and tax reporting requirements. The User is responsible for payment of any applicable taxes in any applicable jurisdiction.

16. The User may not assign, sub-contract or otherwise transfer his/her rights or obligations under these terms and conditions.

17. The User confirms:

- i. User are at least 18 (eighteen) years old;
- ii. User are of legal age to accept this Agreement according User's residency country laws;
- iii. User has a full capacity and authority to enter into this Agreement;
- iv. User follows the rules and laws in his/her country of residence.

16. By participating in the Promotional Activity, the User agrees to the collection and use of its personal information by the Organizer in accordance with this Privacy Policy ([https://waves.exchange/files/Waves\\_Exchange\\_Staking\\_Campaign\\_Privacy\\_Policy\\_19\\_03\\_2020.pdf](https://waves.exchange/files/Waves_Exchange_Staking_Campaign_Privacy_Policy_19_03_2020.pdf)). If the User does not agree to the terms of this Privacy Policy, the User shall not provide the Organizer with any information and participate in the Promotional Activity.

17. The Organizer will use User's personal data, such as Telegram ID and Wallet address in order to verify the User's compliance with requirements set forth in clause 7 hereof. By entering this Promotional Activity and filling out the form (clause 7 (iv) hereof), the Participant hereby consents to the Organizer using his/her personal information in this manner.

18. Nothing in these terms and conditions shall constitute any obligation on the part of the Organizer or the User enter into any future agreement or relationship.

19. In no event shall the Organizer 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 Wallet, the delay or inability to use the Wallet or otherwise arising in connection with the Wallet whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

20. User agrees to defend, indemnify and hold the Organizer harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to User's use of the Wallet.

21. The Organizer can amend this Agreement or remove User's ability to earn cashback at any time by posting the update version of the Agreement. The new version of the Agreement will apply to the relations between the Organizer and the User that have begun on March 19, 2020.

22. Disputes arising between the parties under this Agreement or in connection with it shall be settled in the course of pre-court dispute settlement procedure.

23. In the case of failure to settle the dispute within 30 calendar days from the date of the direction of the claim to one of the parties, the dispute shall be resolved in accordance with the applicable law.

24. The Agreement and any legal relationship between the Parties arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales without regard to its conflict of laws rules. The Parties settle all their disputes arising out of or in connection with the Agreement in accordance with the laws of England and Wales.

25. If the User has any questions or uncertainties regarding this Agreement, as well as claims, the User may contact the Organizer's support service by email: [contact@waves.exchange](mailto:contact@waves.exchange).