DLN TERMS OF SERVICE

These terms of service (these "**Terms**") are between you (also referred to herein as "**user**", "**you**" and "**your**") and DxTech Inc. of Banking District, Advanced Tower, 1st Floor, Panama City, Panama ("**DLN**", "**we**", "**us**" and "**our**"). These Terms govern your use of the services provided by DLN described below (the "**Services**"). By accessing the Services made available on https://www.dln.trade/ (the "**Website**") you agree that you have read, understand, and accept all of the terms of service contained in these Terms.

We may make changes to these Terms from time to time. If we do this, we will post the revised Terms on the Website and will indicate at the top of this page the date the was last revised. You understand and agree that your continued use of the Service or the Website after we have made any such changes constitutes your acceptance of the new Terms.

1. INTRODUCTION

1.1. Eligibility

To be eligible to use the Website you must be at least eighteen (18) years of age or older. The Website, interface and Services (as defined below) is strictly NOT offered to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in any Restricted Territory, as defined below (any such person or entity from a Restricted Territory shall be a "**Restricted Person**"). If you are a Restricted Person, then do not attempt to access or use the Website. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Website, interface or Services is prohibited.

For the purpose of these Terms, Restricted Territory shall mean the United States of America, the People's Republic of China, Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe, or any other state, country or region that is subject to sanctions enforced by the United States, the United Kingdom or the European Union.

1.2. Terms of Service

We reserve the right to disable access to the Website interface at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the

Terms. Further, we reserve the right to limit or restrict access to the Website interface by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Website interface being inaccessible to you at any time or for any reason.

1.3. Interface

The interface hosted on the Website provides a visual representation of the available Services and enables access to the "DLN" protocol. In order to utilise the interface on the Website, you are required to link/connect your digital wallet on supported bridge extensions or via a digital wallet service (such as MetaMask) which allows you to purchase, store, and engage in transactions relating to digital assets. You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the Website and interface thereon. Your use of the Website is prohibited by and otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity. We make no representations or warranties that the information, products, or services provided through the Website, are appropriate for access or use in other jurisdictions. We reserve the right to limit the availability of our Website to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

1.4. Access

You agree and understand that you are not allowed to enter any restricted area of any computer or network of DLN under any circumstances, or perform any functions that are not authorised by these Terms.

2. THE SERVICE

2.1. DLN protocol

DLN is a distributed application that runs on a variety of supported blockchain networks (including without limitation Ethereum, BNB Chain, Polygon, Avalanche, and Arbitrum), using specially-developed smart contracts which enable users to perform cross-chain native trading and data transfers between different blockchains.

DLN is an on-chain protocol represented by a set of smart contracts which can be used by any on-chain addresses (we call them *makers*) to create limit orders for cross-chain

value transfers. When an order is created, the maker provides a specific amount of input token on the source chain and specifies the parameters of the order, such as contract address, and the amount of the asset the maker is expecting to receive in the destination chain.

The given amount is then locked by the DLN smart contract on the source chain, and any on-chain address with sufficient liquidity (we call them *takers*) can attempt to fulfill the order by calling the DLN smart contract on the destination chain and supplying the corresponding amount of tokens requested by the maker. After the order is fulfilled, a cross-chain message is sent by the smart contract to the source chain via the deBridge infrastructure to unlock the funds to the taker's address on the source chain, effectively completing the order.

2.2. Non-custodial nature of smart contracts

When you access certain features of the Services, the user interface will allow you to access a non-custodial smart contract to perform a variety of transactions. In particular, you confirm that all actions and functions performed via the DLN smart contract are irrevocable. However, you remain in full control of your original assets, which are not held or controlled in any way by DLN. DLN does not collect or hold your keys or information - accordingly, if you lose control over these assets, DLN cannot access your original assets; recover keys, passwords, or other information; reset passwords; or reverse transactions. You are solely responsible for the safety of your digital assets and your use of the Services, including without limitation for storing, backing up, and maintaining the confidentiality of your private keys, passwords, and information, and for the security of any transactions you perform using the Website. You expressly relieve and release DLN from any and all liability and/or loss arising from your use of the Services.

2.3. DBR token ("**DLN**")

In order to promote decentralized community governance for the network, DBR will allow holders to propose and vote on governance proposals to determine features and/or parameters of DLN as well as protocol improvements (for example parameters of smart contracts such as fees and payout ratio). The right to vote is restricted solely to voting on features of DLN; the right to vote does not entitle DLN holders to vote on the operation and management of DLN, its affiliates, or their assets or the disposition of such assets, and does not constitute an equity interest in any of these entities.

DLN itself is simply a non-custodial blockchain protocol that does not own or run any computing/storage servers, so third-party computing resources are required for executing transactions. Providers of these resources (validators) would require payment for the consumption of these to maintain network integrity, and DBR may be used as the native currency to quantify and pay the costs of the consumed computing resources.

To develop a self-sustainable, closed-loop economy, all the fees (cross-chain transfer, asset swaps, etc) collected by the network would be re-distributed as incentives for active contributors within the ecosystem. These would comprise users who contribute computing resources (validators), or actively participate in the governance process.

2.4. Service fees

The protocol charges a service fee for each transfer performed through DLN. The fee consists of two component (Fix + Percent (%)):

(a) Fix – A flat fee (~$0.3) is paid in the native gas token of the chain where the order is created.

(b) Percent (%) – A variable fee of 4bps paid in the input token.

The flat fee is dominant for small orders and allows DLN protocol to generate profits even when small orders are fulfilled when the variable fee will be dominating for bigger orders. DLN fees are added to the fees generated by the deBridge messaging infrastructure.

Prior to charging you any fees, the protocol will provide an estimate of the fees which may be chargeable (but this may be subject to variations due to uncontrollable factors such as network congestion or asset liquidity). Your acceptance of these Terms is considered to be your acceptance of our service fees. We reserve the right to change, modify, or increase our service fees at any time. Any change to our service fees will take effect immediately upon our notification of such change. You agree that by using DLN following any change to our service fee schedule, you are agreeing to our new service fees.

2.5. Not an Offering of Banking business, Trust business, Custodial business, Escrow business, Securities or Commodities

You understand and affirm that DLN is a non-custodial provider of technical smart-contract services which allow users to manage their original assets. The content of the Website and the Services do not constitute any banking business, trust business,

custodial business, escrow business, any offer to buy or sell, or a solicitation of an offer to buy or sell investments, securities, partnership interests, commodities or any other financial instruments in any jurisdiction. The content or the Website and the Services also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation. In particular, the Services do not constitute any "banking business" within the meaning of any banking laws, "custody" within the meaning of any virtual assets law, or "capital markets products" or "securities" within the meaning of any securities law.

2.6. No Advice

DLN makes no representation or warranty, express or implied, to the extent not prohibited by applicable law, regarding the advisability of participating in digital assets on any blockchain, any financial products, securities, funds, commodity interests, partnership interests or other investments or funding or purchasing loans. DLN is merely a technology service provider allowing you to manage your own digital assets connecting you with various third parties and does not offer fiduciary services, and is not your agent, trustee, advisor or fiduciary.

2.7. Taxes

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any interest received through the Services, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities.

3. RISK FACTORS

You acknowledge and agree that the Services are is currently in the initial development stages and there are a variety of unforeseeable risks with utilising the Services or participating in the platform, acquiring, holding or using DBR. In the worst scenario, this could lead to the loss of all or part of your digital assets or DBR associated with the Services. IF YOU DECIDE TO UTILISE SERVICES OR ACQUIRE DBR YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE BELOW RISKS AND AGREE NOT TO HOLD DLN OR ANY OF THEIR RELATED PARTIES RESPONSIBLE FOR THE FOLLOWING RISKS:

3.1. Third-party Risk

The Services rely on whole or partly, on third-party software and the continued development and support of third parties. There is no assurance or guarantee that those

third parties will maintain their support of their software, which might have a material adverse effect on the Services. Further, where digital assets locked as collateral for deAssets are deployed by the protocol towards third-party decentralized finance protocols to further generate yield, a failure or security incident in respect of such third-party protocol may result in users losing all or substantially all of their digital assets.

3.2. No Insurance

Original assets are not legal tender, are not backed by the government, and are not subject to the Deposit Insurance Scheme or protections under any banking or securities laws. DLN is not a bank and does not offer fiduciary services, nor does it offer any security broking services.

3.3. New Technical Risk

The DLN software used for DLN is new. While this software has been extensively tested, the software used for the Services is still relatively new and could have bugs or security vulnerabilities. Further, the software is still under development and may undergo significant changes over time that may not meet users' expectations.

3.4. Risks

The underlying smart contracts run on a variety of supported blockchain networks, using specially-developed smart contracts. Accordingly, upgrades to the relevant blockchain network, a hard fork in the relevant blockchain network, re-organisations of blockchain structure or blocks, or a change in how transactions are confirmed on the relevant blockchain network may have unintended, adverse effects on the smart contracts built thereon, including DLN software and smart contracts.

3.5. Information Security Risk

Original assets, and use of the Services may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Services in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the underlying blockchain networks comprise open-source software, there is the software underlying the Services may contain intentional or unintentional bugs or weaknesses that may negatively affect the Services or result in the loss of the user's original assets assets, the loss of the user's ability to access or control their digital assets. In the event of such a software bug or weakness, there may be no remedy, and users are not guaranteed any remedy, refund or compensation.

3.6. Regulatory risks

The regulatory status of original assets and cross-chain trading, and distributed ledger technology is unclear or unsettled in many jurisdictions. While every effort has been taken to ensure that the Services are compliant with local laws, it is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to the Services. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Services. Regulatory actions could negatively impact DLN in various ways, and thus the Services may not be available in certain areas.

3.7. Taxation Risk

The tax characterization of original assets, and the usage of the Services are uncertain. It is possible that the user's intended treatment of original assets may be challenged. You must seek your own tax advice in connection with the Services provided by DLN, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value-added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

3.8. Additional conditions of usage of the Website and Services

Your usage of the Website and Services is subject to the following additional conditions:

(a) Unlawful Activity: you agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control (**OFAC**), or that involves proceeds of any unlawful activity.

(b) Abusive Activity: you agree not to engage in any activity that poses a threat to DLN or the Website, for example by distributing a virus or other harmful code, or through unauthorized access to the Website or other users' original assets.

(c) Inappropriate Behavior: you agree not to interfere with other users' access to or use of the Services.

(d) Communication: you agree not to communicate with other users for purposes of (1) sending unsolicited advertising or promotions, requests for donations, or spam; (2) harassing or abusing other users; (3) interfering with transactions of other users. You agree not to use data collected from the Website to contact individuals,

companies, or other persons or entities outside the Website for any purpose, including but not limited to marketing activity.

(e) Fraud: you agree not to engage in any activity which operates to defraud DLN, other users, or any other person; or to provide any false, inaccurate, or misleading information to DLN.

(f) Gambling: you agree not to utilize the Services to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.

4. WEBSITE AVAILABILITY AND ACCURACY

4.1. Access and Availability

Access to the Services may become degraded or unavailable on DLN during times of significant volatility or volume. This could result in the inability to interact with third-party services for periods of time and may also lead to support response time delays. Users will, however, be able to access these third-party services through other means. Although we strive to provide you with excellent service, we do not guarantee that the Website or Services will be available without interruption and we do not guarantee that requests to interact with third-party services will be successful.

4.2. Website Accuracy

Although we intend to provide accurate and timely information on the Website, the Website (including, without limitation, the content may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third-party materials accessible or linked to from the Website.

5. CONSENT TO ELECTRONIC DISCLOSURES AND SIGNATURES

5.1. General

Because DLN operates only on the Internet, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, therefore, we also need you to consent to our providing you certain disclosures electronically via our Website. By agreeing to these Terms, you agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to your use of the Website and Service.

5.2. Communications

By accepting these Terms, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Notwithstanding the aforementioned, any form of communication from DLN will be provided to you electronically through the Website or (if applicable) via email to the email address provided. If you require paper copies of any agreements or disclosures, you may print such documents desired.

5.3. Scope of Consent

Your consent to receive disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such disclosures relate, whether between you and DLN or a third party by and through the Service. Your consent will remain in effect for so long as you are a user and, if you are no longer a user, will continue until such a time as all disclosures relevant to Services received through the Website.

5.4. Withdrawing Consent

You may withdraw your consent to receive agreements or disclosures electronically by contacting us at info@dln.trade. However, once you have withdrawn your consent you will not be able to access the Services.

6. INTELLECTUAL PROPERTY, COPYRIGHTS AND IDENTIFYING MARKS

6.1. Business Source Licence

All DLN smart contracts are licensed under a Business Source Licence.

6.2. Limited License

All content on the Website, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "**Content**"), are the proprietary property of DLN with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without DLN's prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Website. Provided that you are eligible for use of the Website, you are granted a limited license to access and use the Website and to download or print a copy of any portion of the Content solely for your use in connection with your use of the Website or Service, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the Website or the Content other than as specifically authorized herein, without the prior written permission of DLN, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

6.3. Trademarks

DLN and other DLN graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of DLN in the British Virgin Islands, the U.S. and/or other countries. DLN's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of DLN. DLN may, at its sole discretion, limit access to the Website by any users who infringe any intellectual property rights of DLN or others.

6.4. Copyright Complaints

If you believe that any material on the Website infringes upon any copyright which you own or control, you may send a written notification of such infringement to DLN at info@dln.trade.

6.5. Suggestions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Service ("**Suggestions**"), provided by you to DLN are non-confidential and shall become the sole property of DLN. DLN shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

7. DATA PROTECTION AND SECURITY

7.1. Loss or Compromise

Any loss or compromise of your electronic device or your security details may result in unauthorized access to your original assets by third parties and the loss or theft of such assets.

7.2. Shared Access

You should never allow remote access or share your computer screen with someone else when you are accessing the DLN protocol. DLN will never under any circumstances ask you for your private keys or passwords, or to screen share or otherwise seek to access your computer or digital assets. You should not provide your details to any third party for the purposes of remotely accessing your computer or digital assets.

7.3. Personal Data

You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with these Terms, or the Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our Privacy Policy, which is available **[privacy policy]**, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

7.4. Safety and Security of Your Computer and Devices

DLN is not liable for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attacks. We advise the regular use of a reputable and readily available virus screening and prevention software.

8. USER FEEDBACK, QUERIES, COMPLAINTS, DISPUTES

8.1. Contact DLN

If you have feedback or general questions, please contact us via our User Support at info@dln.trade. When you contact us please provide us with your name, email address, and any other information we may need to identify you, your transactions conducted, and digital assets held.

8.2. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH DLN AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Each party (i) waives all its respective right(s) to have any and all disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") arising from or related to these Terms resolved in a court, and (ii) waive all its respective right(s) to have any Disputes heard before a court. Instead, each party shall arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

Any Dispute arising out of or related to these Terms is personal to you and will be resolved solely through individual arbitration, and in no circumstances shall be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an entity attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Any Dispute arising out of or in connection with these Terms (including without limitation the enforceability of this section or any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by arbitration in accordance with the BVI IAC Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this Clause 8. The place of arbitration shall be Road Town, Tortola, British Virgin Islands, unless the Parties agree otherwise. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

Each party will notify the other party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to DLN shall be sent by e-mail to DLN at info@dln.trade. Notice to you shall be either posted on the Website or, if available, will be sent by email to your email on record. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a full and sufficient description of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and DLN cannot agree on how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either you or DLN may, as appropriate and in accordance with this section, commence an arbitration proceeding or, to the extent specifically provided for in this section, file a claim in court.

The arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

If any term, clause or provision of this section is held invalid or unenforceable, it will be held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this section will remain valid and enforceable. Further, the waivers set forth in this section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

You agree that this section of these Terms has been included to rapidly and inexpensively resolve any disputes with respect to the matters described herein, and that this section shall be grounds for dismissal of any court action commenced by you with respect to a dispute arising out of such matters.

A printed version of these Terms shall be admissible in judicial or administrative proceedings.

8.3. Disclaimers

None of DLN's, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "**DLN Parties**") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the DLN Parties disclaim liability for errors or omissions in the Content. This Website and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The DLN Parties do not warrant that the Website is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to these Terms. DLN cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

8.4. Availability

The Website and the Service may be temporarily unavailable from time to time for maintenance or other reasons. DLN assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. DLN is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Website or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Website and/or in connection with the Service. Under no circumstances will DLN be responsible for any loss or damage, including any loss or damage to any user Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Website or the Service, any User Content or Third Party Content posted on or through the Website or the Service or transmitted to users, or any interactions between users of the Website, whether online or offline.

8.5. Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL DLN OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE OR THE SERVICE OR ANY OF THE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE WEBSITE, EVEN IF DLN IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW DLN'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO DLN FOR THE SERVICES. IN NO CASE WILL DLN'S LIABILITY TO YOU EXCEED $1,000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO DLN FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM DLN, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN LOCAL, STATE OR FEDERAL LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8.6. Governing Law; Venue and Jurisdiction

By visiting or using the Website and/or the Service, you agree that the laws of the British Virgin Islands, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms. If you contract with any third party through DLN, the terms of such contract will be governed by the contractual terms prescribed by such third party.

8.7. Indemnity

You agree to indemnify and hold DLN, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of any dispute with another user of the Website or any third party. You also agree to indemnify and hold DLN, its subsidiaries and affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or

demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of these Terms or your violation of any law, rule or regulation, or the rights of any third party.

9. GENERAL PROVISIONS

9.1. Amendments

We may amend or modify these Terms by posting on the Website the revised Terms, and the revised Terms shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and Website. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein. If the revised Terms include a material change, we will endeavor to provide you advanced notice via the Website before the material change becomes effective.

9.2. Force Majeure

DLN shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

9.3. Links to Other Web Websites and Content

The Website contains (or you may be sent through the Website or the Services) links to other websites ("**ThirdParty Websites**"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "**ThirdParty Content**"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on the Website, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of or linking to any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave

the Website and access Third Party Websites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

9.4. Assignment

These Terms, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction (without having to seek your prior consent). Any attempted transfer or assignment by you in violation hereof shall be null and void. These Terms shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

9.5. No-Waiver

The failure of DLN to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

9.6. Relationship of the parties

You agree and understand that nothing in these Terms shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from these Terms is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and these Terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

9.7. Notices

To give us notice under these Terms, the user must contact DLN by email at info@dln.trade

9.8. Entire Agreement

These Terms and our Privacy Policy, incorporated by reference herein, comprise the entire understanding and agreement entered into by and between you and us as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of these Terms), as well as every nature between and among you and us.

9.9. Severability

If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms but the rest of these Terms will remain in full force and effect.

9.10. Survival

The following provisions of these Terms shall survive termination of your use or access to the Website: the sections concerning Intellectual Property, Disclaimer of Warranties, Limitation on Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Website.

9.11. English language

Notwithstanding any other provision of these Terms, any translation of these Terms is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language. In the event of conflict or ambiguity between the English language version and translated versions of these terms, the English language version shall prevail. You acknowledge that you have read and understood the English language version of these Terms.

Last Updated: **15 April 2024**