

7.2. By using Parcels Wallet you acknowledge that the transactions with cryptocurrencies and Tokens are irreversible. The Company cannot be liable under any circumstances for any transaction made by you with your Parcels Wallet. The Company has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of the Platform). Any dispute you have concerning a transaction with cryptocurrencies and Tokens 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 for assistance so that we may consider what action to take, if any.

7.3. The Company may use a third party payment processor to enable you to make payment any fiat (government issued) currency payment at Platform. The Company will never be a payee or any sort of intermediary between the parties of the deal and under no circumstances will hold your funds in fiat currencies or cryptocurrencies.

8. DEX "EXCHANGE"

8.1. DEX enables you to place order and provides you with an in-built matching engine to meet the cross orders.

8.2. You may place buying or selling orders from your Parcels Account. To place an order you need to choose a cryptocurrency or a Token you are going to sell or purchase and the price in cryptocurrency or exchange rate for other Tokens and adjust additional settings such as lifetime of the order or any other setting that may be required by the Platform at the time of placing order. As soon as the cross order is found by the matching engine both orders are executed by changing balances of corresponding cryptocurrencies and/or Tokens at Parcels Accounts of the buyer and the seller.

8.3. The Company does not define, suggest and execute any control over price or exchange rates of cryptocurrencies and Tokens. The Company is not a counterparty to any deal concluded at DEX. Any dispute you have concerning a transaction with cryptocurrencies and Tokens you shall resolve with such third party directly without involving the Company.

8.4. The Company does not organize or participate in the trade of any Token and cryptocurrency.

9. Risk warning

By accepting these Terms and Conditions, you also acknowledge that you have been warned of the following risks:

9.1. **New Technology.** You understand that cryptocurrencies including Parcels, blockchain technology, including Parcels Blockchain 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, will excuse the nonperformance by the Company under this Agreement including temporary interruption or permanent termination of your access to the Platform Services.

9.2. **Loss of funds.** The risk of loss in trading or holding cryptocurrencies and Tokens can be substantial. Therefore, you should carefully consider whether trading or holding cryptocurrencies is suitable for you in light of your financial condition. Forks and changes in relevant network may result in significant and sudden changes to the value and/or usability of cryptocurrencies and Tokens. The Company is not responsible for such loss of value of cryptocurrencies and Tokens and bears no responsibility for any loss incurred by you while using the Platform or in any direct or indirect connection to the Platform.

9.3. **Unfavorable regulatory environment.** Cryptocurrencies, Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the

world. The functioning of the Platform could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of cryptocurrencies.

9.4. **Risk of theft and hacking.** Hackers or other groups or organizations may attempt to interfere with your Parcels Account or the Platform performance in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

9.5. **Risk of security weaknesses of the Platform.** There is a risk that the Platform may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of Tokens and cryptocurrencies.

9.6. **Risk of mining attacks.** As with other decentralized cryptocurrencies, Parcels blockchain is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present for the Platform performance and your access to the Platform Services. Mining attacks, as described above, may also target other blockchain networks, which the Platform interacts with, and consequently affect the Platform performance and your access to the Platform Services.

9.7. **Internet transmission risks.** You acknowledge that there are risks associated with using the Platform 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 using the Platform, howsoever caused.

10. Your warranties and representations

10.1. By entering these Terms and conditions you warrant and represent that:

- a) You are have full capacity to contract under applicable law;
- b) You will only be transacting on the Platform with legally-obtained funds that belong to you;
- c) You will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Platform;
- d) You will not use the Platform 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;
- e) You will not use the Platform for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Company;
- f) 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.

11. No Warranties; Exclusion of Liability; Indemnification

11.1. The Platform and its components such as the Waves Account, Token Generation Tool, Waves Wallet, DEX are provided "as is". The Platform and its components are under development, the Company cannot guarantee that all program functions will be available for any period in the future or that the functionality of the Platform will not change dramatically. The Company and its affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Platform, including any warranty that the Platform will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, the Company and its affiliates disclaim all warranties, including

any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealings, usage or trade.

11.2. The Company shall not have any liability or responsibility for any errors or omissions in performance of the Platform, for your action or inaction in connection with our Platform or for any damage to your computer or data or funds or any other damage you may incur in connection with the Platform. Your use of the Platform 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 Platform, the delay or inability to use the Platform or otherwise arising in connection with our Platform whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

11.3. You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Platform.

11.4. The Company makes no representation that Platform Services can be received are applicable or appropriate for use in all jurisdictions.

12. Third-Party Websites and content

The Platform may contain links to websites owned or operated by parties other than the Company. Such links are provided for your reference only. The Company does not monitor or control outside the Platform and is not responsible for their content. The inclusion of links to third party resources does not imply any endorsement of the material on the Platform 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 including the content posted by you or other users of the Platform 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.

13. Taxes

The Company bears no liability for determining whether taxes apply to any of your transactions, or for collecting, reporting, or remitting any taxes arising from any transaction.

14. Assignment

You may not transfer or assign these Terms and Conditions or any rights or obligations you have under these Terms and Conditions without our prior written consent. The Company reserves the right to freely assign or transfer these Terms and Conditions and the rights and obligations under these Terms and Conditions to any third party at any time without prior notice or consent. If you object to such transfer or assignment, you may stop using the Platform and terminate these Terms and Conditions by contacting us.

15. Jurisdiction, applicable law

15.1. The Terms and conditions 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 Malta without regard to its conflict of laws rules. The Parties settle all their

disputes arising out of or in connection with the Terms and conditions in accordance with the laws of Malta.

15.2. The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with execution, termination or rescission of these terms and conditions. The claiming party shall send a message with its claim to the other party. The message in question shall contain the essentials of the claim and evidence supporting such claim.

15.3. In the absence of a reply to the claim within 30 working days since the sending date, or if the Parties have failed to reach an amicable settlement, the dispute shall be brought and heard exclusively in appropriate court at the location of the Company determination.

16. Miscellaneous

16.1. The Parties agree to use electronic signatures while delivering all necessary documents or claims. The Parties confirm that documents and claims signed by electronic signature have the legal effect and are to be accepted and considered by the Parties. The Parties confirm that all emails sent from the authorized email addresses are deemed to be sent and signed by the Parties.

16.2. Notices sent by email in accordance with these Terms and conditions shall be deemed to be sent on the date on which the e-mail is confirmed as being sent provided that day is a working day.

16.3. All communications and documents to be made or given pursuant to this Agreement must be in the English language.

16.4. Until one Party advises the other one of the fact of the breach of security in respect of its authorized email, all actions and documents done and sent from the authorized email of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorized email. In that case the owner of the authorized email acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.

16.5. These terms and conditions constitute the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of these terms and conditions.

16.6. If at any time any one or more of the provisions of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of these terms and conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

16.7. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.