

# ONDEFY TERMS OF SERVICE

**Effective date:** 14 March 2022

*By accessing or using the Platform, you agree to be legally bound by these Terms. Please read this document carefully. If you do not agree with one or more provisions of these Terms, you should not use the Platform.*

<b>1. GENERAL</b>	<b>1</b>
<b>2. PERMITTED USE</b>	<b>3</b>
<b>3. USER'S RESPONSIBILITIES AND ASSUMPTION OF RISKS</b>	<b>4</b>
<b>4. INTELLECTUAL PROPERTY</b>	<b>6</b>
<b>5. FORCE MAJEURE</b>	<b>6</b>
<b>6. DISCLAIMER OF WARRANTIES</b>	<b>6</b>
<b>7. LIMITATION OF LIABILITY</b>	<b>7</b>
<b>8. INDEMNIFICATION</b>	<b>7</b>
<b>9. SEVERITY</b>	<b>8</b>
<b>10. GOVERNING LAW AND DISPUTES</b>	<b>8</b>
<b>11. MISCELLANEOUS</b>	<b>8</b>
<b>12. CONTACT</b>	<b>9</b>

## **1. GENERAL**

1.1 These Ondefy Terms and Conditions (the “**Terms**”) govern an individual user’s or a legal entity’s (the “**user**” and “**you**”) access to and use of the Ondefy website <https://ondefy.com>, the related software applications and services (collectively, the “**Platform**”). These Terms outline the terms and conditions of user’s access and use of the Platform.

1.2 **License to use the Platform.** Ondefy grants the user a worldwide, personal, revocable, non-exclusive, non-transferable and limited license to use the Platform pursuant to these Terms.

1.3 **Disclaimer.** Although Ondefy regularly monitors the information available on the Platform, Ondefy cannot guarantee the accuracy, reliability, currency, relevance, and completeness of all information, whether provided by Ondefy or by third parties.

**1.4 Third-party links.** The Platform may contain links to websites, applications, and other online sources owned and operated by third parties. Ondefy is not responsible or liable in any manner for the content of such third-party links, information, and advertisements, as well as the security and privacy practices deployed by the operators of the third-party websites. The user is solely responsible for exercising due diligence before clicking on any of such third-party links.

**1.5 Age limitations.** The Platform cannot be used by persons who cannot conclude legally binding agreements in their country of residence.

**1.6 Privacy and other relevant terms.** The documents that include important provisions regarding the use of the Platform and should be read and interpreted together with these Terms are:

- Our [Privacy Policy](#) and [Cookie Policy](#) which describe in detail how Ondefy handle the personal data collected through The Platform;
- Our [Risks Disclaimer](#) which briefly explains the risks pertaining to the investment in decentralized finances; and
- Other individual terms and conditions made available by us on the Platform.

**1.7 About the Platform.** Subject to availability, the Platform allows you to: (i) by using the third-party service provider <https://magic.link>, create your digital wallet for the purposes of managing your decentralized finances (“DeFi”) portfolio (e.g., debts, assets, liquidity); (ii) conduct certain DeFi transactions (e.g., exchange, invest and re-balance supported DeFi platforms); (iii) access certain supported DeFi applications; and (iv) access unique investment opportunities. THE PLATFORM IS A NON-CUSTODIAL PLATFORM AND ONDEFY DOES NOT HAVE ACCESS TO YOUR PRIVATE KEY AND CANNOT INITIATE ANY DEFI TRANSFERS WITHOUT YOU BEING LOGGED IN. ONDEFY IS NOT A BROKER OR INTERMEDIARY AND IT IS IN NO WAY YOUR AGENT, ADVISOR, OR CUSTODIAN. THEREFORE, ONDEFY DOES NOT HAVE A FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU REGARDING ANY DECISIONS OR ACTIVITIES THAT YOU UNDERTAKE WHILE USING THE PLATFORM. ONDEFY DOES NOT HOST OR MAINTAIN THIRD-PARTY SERVICES ACCESSIBLE THROUGH THE PLATFORM AND DOES NOT PARTICIPATE IN ANY TRANSACTIONS, OR RECOMMEND, ENDORSE, OR OTHERWISE TAKE A POSITION ABOUT YOUR USE OF THE PLATFORM.

## **2. PERMITTED USE**

2.1 It is the user’s responsibility to assess whether the use of the Platform is in compliance with the local laws and regulations. If a user's use of the Platform is

prohibited by the applicable laws, regulations, or economic sanctions, the user is not authorized to use the Platform. If the user is required to obtain permits or licenses for using the Platform, it is the user's responsibility to obtain those permits and licenses prior to the use of the Platform. Ondefy shall not be responsible for user's use of the Platform in a way that violates the applicable laws, regulations, or sanctions.

2.2 The user is not permitted to use the Platform in any manner that substitutes or contributes to the following activities (the list is representative and not exhaustive):

- Any unlawful activity, including violation of any laws, statutes, ordinances, or regulations;
- Intellectual property (e.g., copyright or trademark) infringement;
- Any unauthorized access to machines, programs, data, or committing any other forms of cyber offenses;
- Promotion and encouragement of, or participation in terrorist activities of any sort;
- Exploitation of children in any way;
- Fraud;
- Provision of false, inaccurate, or misleading information;
- Spreading of malware (e.g., viruses, worms, Trojan horses), spam, and illegal messaging;
- Spreading ethnically, racially, or otherwise objectionable information;
- Spreading sexually explicit, libellous, harassing, defamatory, abusive, profane, vulgar, threatening, hateful, and obscene behaviour;
- Copying, distributing, renting, reselling, modifying, compromising, damaging, disabling, impairing, and overburdening the Platform;
- Gambling, including contests, lotteries, games of chance, bidding fee auctions, sports forecasting or odds making, Internet gaming, fantasy sports leagues with cash prizes, and sweepstakes;
- Interfering with or abusing other users of the Platform;
- Using bots, scripts, and other automated methods; and
- Collecting and disclosing any information about other users of the Platform.

2.3 **Breach of the Terms.** If Ondefy believes, at its sole discretion, that the user's use of the Platform violates these Terms and it is appropriate, necessary or desirable to do so, Ondefy may:

- Send the user a formal warning;
- Temporarily or permanently prohibit user's access to the Platform;
- Report the user to public authorities; or

- Commence a legal action against the user.

### **3. USER'S RESPONSIBILITIES AND ASSUMPTION OF RISKS**

**3.1 The Wallet.** The Platform allows the user to create a digital wallet that can store and transfer the supported virtual currencies (the “**Wallet**”). The Wallet may be used to track and monitor a user’s portfolio of virtual currencies and interact with decentralized protocols and applications (e.g., virtual currency markets, boards, or interfaces allowing for financial transactions). The Wallet can be created by using the third-party service provider <https://magic.link>. The user must at all times keep the Wallet, the related access credentials (e.g., private keys, pin codes and passwords) and the associated computing devices safe and secure. Ondefy bears no responsibility for any unauthorized access of the Wallet. **ONDEFY DOES NOT HAVE ACCESS TO VIRTUAL CURRENCIES IN THE WALLETS; ONDEFY DOES NOT STORE PRIVATE KEYS OR OTHER CREDENTIALS USED FOR ACCESSING THE WALLETS AND ONDEFY NEVER REQUESTS THE USER TO PROVIDE ONDEFY WITH SUCH INFORMATION.**

**3.2 The Transactions.** If the user conducts any transactions through the Platform (the “**Transactions**”), Ondefy does not: (i) have duty to inquire into or investigate the validity or accuracy of any Transaction; (ii) have control over networks or virtual currencies; (iii) ensure that any transaction details the user submits or receives through the Platform can be confirmed on the network; (iv) facilitate cancellation or modification requests; or (v) assist the user with any financial or technical advice pertaining to the Transactions or the Platform.

**3.3 Ondefy’s role.** Ondefy is not a cryptocurrency exchange, broker, intermediary, advisor, agent, or custodian. Ondefy’s relationship with the user is not a fiduciary relationship or obligation to the user with regard to any action or decision taken as a result of the user’s use of the Platform. Ondefy further: (i) does not assume responsibility for any advancements in cryptography which could render inoperative cryptographic algorithms; (ii) makes no guarantees as to the security of any networks; (iii) makes no warranties as to the markets in which decentralized finances are traded; (iv) is not liable for any hacks, double spending, stolen currencies, or any other attacks on any network; (v) is not liable for any hacks or malicious attempts to obtain access to the Wallets; (vi) is not party to or responsible for any illegal activity the user engages in when using the Platform; (vii) takes no responsibility for the Transactions that may not be completed, modified, canceled, or are substantially delayed, or fail; and (viii) is not regulated by any regulatory agency and is not subject to the examination or reporting requirements of such agencies.

**3.4 Risks.** Dealing with decentralized finances has substantial risks as outlined in the [Risks Disclaimer](#). By using the Platform, the user acknowledges and agrees that the user

understands the risks associated with DeFi (e.g., virtual currencies and blockchain technologies) and user's use of the Platform. Unless explicitly provided in writing, Ondefy does not participate in any Transactions or accepts any responsibility for user's use of the Platform. Ondefy has no responsibility or liability for such risks. The user hereby irrevocably waives, releases and discharges all claims, whether known or unknown, against Ondefy, its affiliates, and respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth in these Terms.

**3.5 User's responsibilities.** The user hereby acknowledges and agrees that the user, cumulatively:

- Has the necessary technical expertise and ability to review and evaluate the security, integrity and operation of the user's Wallet;
- Has the knowledge, experience, understanding, and information necessary to make user's own evaluation of the merits, risks, and applicable compliance requirements of any use of the user's Wallet and the Platform;
- Understands and accepts the risks associated with the user's Wallet and the use of the Platform;
- Is responsible for conducting research pertaining to the risks specific to any particular blockchain technology, virtual currency, or other aspect of DeFi as necessary for the use of the Platform;
- To the maximum extent permitted by the applicable law, the user shall take responsibility for all activities and transactions that occur in connection with user's use of the Platform, including, without limitation, any authorized or unauthorized access to the user's Wallet; and
- The protocols governing the operation of networks may be subject to change at any time and such changes may materially alter networks, virtual currencies, the Transactions, or the Platform.

**3.6 Taxes and other duties.** The user shall be responsible for determining, paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with the user's activities on the Platform.

**3.7 User's content.** The user acknowledges that all content is the sole responsibility of the party from whom the content originates. This means that the user, and not us, is solely responsible for the content uploaded, posted, submitted, e-mailed, transmitted, or otherwise made available through the Platform.

## **4. INTELLECTUAL PROPERTY**

**4.1 The Platform Content.** Most of the content available on the Platform, including all information, software, data, logos, marks, designs, graphics, pictures, video files, sound files, illustrations, graphics, and similar (collectively, the “**Platform Content**”) is owned by Ondefy, its partners, agents, licensors, vendors, and/or other content providers. The Platform Content is protected by applicable intellectual property laws and international treaties. The user is not allowed, without obtaining prior written authorisation from Ondefy, to copy, distribute, make available, disassemble, make alterations, decompile, reverse engineer, translate, adapt, rent, loan, use, lease or attempt to grant other rights to the Platform Content to third parties, or use any manual or automated means to scrape any content available on the Platform.

**4.2 The Ondefy brand.** The user may not use the brand, the word or figurative trademarks associated with Ondefy, the Platform, or third-party trademarks without prior consent of a trademark owner. The user is not allowed to use any brands and trademarks in any way that suggests that Ondefy sponsors, endorses, or associates with the user without obtaining prior written consent from Ondefy.

**4.3 Feedback.** If the user provides any feedback or suggestions (collectively, the “**Feedback**”) pertaining to the Platform or Ondefy, Ondefy will be entitled to use the Feedback without restriction. The user hereby irrevocably assigns to Ondefy all right, title, and interest in and to the Feedback.

## **5. FORCE MAJEURE**

The availability of the Platform may be affected by factors, which Ondefy cannot control, such as bandwidth problems, equipment failure, acts and omissions of third-parties, or *force majeure* events, including, but not limited to: strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes and interruptions; shortage of supply, breakdowns, loss or malfunctions of utilities and communications or computer (software and hardware) services. Ondefy takes no responsibility for the unavailability of the Platform caused by such factors.

## **6. DISCLAIMER OF WARRANTIES**

6.1 Ondefy provides the Platform on “AS AVAILABLE”, “AS IS”, and “WITH ALL FAULTS” basis. To the extent permitted by the applicable law, Ondefy does not make any representations or warranties about the reliability, suitability, and accuracy, for any purpose, of the Platform or other content featured on or accessed by using the Platform,

whether provided by Ondefy, the user, or by third parties, and hereby disclaims all warranties regarding the Platform and its operation.

6.2 It is the user's sole responsibility to verify and assess the fit for the purpose of the Platform prior to using it and to decide whether or not the Platform fits for the intended use.

6.3 By using the Platform, the user acknowledges that Ondefy may use third-party suppliers to provide software, hardware, storage, networking, and other technological services. The user cannot select or decline the third-party suppliers. The acts and omissions of third-party suppliers may be outside of Ondefy's reasonable control. To the maximum extent permitted by law, Ondefy excludes any liability for any loss or damage resulting from the acts and omissions of such third-party suppliers.

6.4 Nothing in these Terms shall affect any statutory rights that the user is entitled to as a consumer and that the user cannot contractually agree to alter or waive.

## **7. LIMITATION OF LIABILITY**

7.1 Unless otherwise excluded or limited by the applicable law, Ondefy will not be liable for any damages, including, but not limited to, incidental, punitive, special or other related damages, arising out of or in connection with user's access and use of the Platform, any content made available through the Platform, any transactions concluded through the Platform, or use of the Platform for unauthorized or unlawful purposes. The user agrees not to hold Ondefy liable in respect of any losses arising out of any event or events beyond Ondefy's reasonable control.

7.2 This Section 7 shall apply whether or not Ondefy has been advised of or should have been aware of the possibility of any such losses arising.

## **8. INDEMNIFICATION**

The user agrees to indemnify, defend and hold Ondefy, its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of user's breach of these Terms, user's access or use of the Platform, or user's violation of any law or the rights of a third party.

## **9. SEVERITY**

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such a provision shall nonetheless be enforceable to the fullest extent permitted by the applicable law, and the unenforceable portion shall be deemed to be

severed from these Terms. The validity and enforceability of the remaining provisions shall not be affected as a result.

## **10. GOVERNING LAW AND DISPUTES**

12.1 **Governing law.** These Terms shall be governed and construed in accordance with the laws of Switzerland, without regard to its conflicts of law provisions.

10.2 **Jurisdiction.** Any disputes arising out of or relating to these Terms shall be resolved by means of binding arbitration, rather than in court, unless the applicable law requires otherwise.

10.3 This Section 10 does not affect any statutory rights that the user is entitled to as a consumer.

## **11. MISCELLANEOUS**

11.1 **Amendments.** Ondefy reserves the right to modify these Terms at any time, effective upon posting of an updated version on the Platform. Such amendments may be necessary due to new features of the Platform, changes in the requirements of laws, regulations, or our business practices. The user is responsible for regularly reviewing these Terms. For material changes in the Terms, Ondefy will send the user a notice (if the user's email address is available). User's continued use of the Platform after any changes shall constitute user's consent to such changes. Ondefy also reserves the right to modify the services provided through the Platform, availability of the Platform, equipment needed for access or use, materials available on the Platform, third-party services available on the Platform, and any other features of the Platform at any time.

11.2 **Transfer of rights.** The user is not allowed to assign user's rights under these Terms. Ondefy is entitled to transfer our rights and obligations under these Terms entirely or partially to a third party.

11.3 **Entire agreement.** These Terms, together with the documents referred to therein, represent the entire agreement between the user and Ondefy.

## **12. CONTACT**

Any questions about these Terms should be sent to Ondefy by email at [contact@ondefy.com](mailto:contact@ondefy.com).

[END]