

## TERMS OF SERVICE

Last updated: July 5, 2021

This document acts as an agreed upon Terms of Service ("Terms", "Terms of Service") between you ("user" or "you") and the DigRef Project ("DigRef Project"). You accept these Terms when you purchase or collect DTNX and use the DigRef Project's services or any other features, technologies or functionalities offered by the DigRef Project, including but not limited to the DigRef Project's Platform ("Platform"), through the DigRef's mobile application, on the DigRef Project's web-site at <http://digref.com> or on the web-sites of the designated third parties (collectively, "Site") or through any other means (collectively, "Services"). The terms "us", "we", or "our" refer to the DigRef Project and designated third parties.

The designated third parties may have their own terms of service, which should not contradict these Terms unless certain provisions of these Terms are void under the law of the designated third parties' jurisdictions. In such case, the relevant provisions of the designated third parties' terms of service shall prevail.

These Terms incorporate by reference the terms provided in the detailed description of the DigRef Project located at <http://digref.com>. In case of discrepancies between these Terms and the incorporated terms, the relevant provisions of these Terms shall prevail.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service, including but not limited to you. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the "Last updated" field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice by any other method beyond this. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Site or Services.

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of these Terms then you shall not access the Service.**

### **1. Qualifications of the User in Order to Use the Site**

You represent and warrant that you are at least eighteen (18) years of age, are legally entitled to use the Internet and services like those provided by the DigRef Project, and have not had your right to use our Service previously suspended or revoked by us.

### **2. Illegal and Prohibited Use**

You represent and warrant that you will not use the Site or Services for any criminal, illegal, or otherwise prohibited use, including but not limited to the activities related to money-laundering, drug selling or trafficking, human trafficking, weapon trafficking, terrorism, any kind of fraud, or tax evasion. You represent and warrant that you will not use our Site or Services to assist any other party in such illegal activity.

You represent and warrant that you will not in any way use the Site or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the Platform's underlying code or technical mechanisms; cause damage to the Site, the DigRef Project, designated third parties, users, and the Platform through any means by, including but not

limited to the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality.

### **3. Registration and Account**

The use of our Services requires you to create an account with the DigRef Project (“Account”). You warrant and represent that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the DigRef Project of any changes to any information that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate. You also warrant and represent that you understand that no Account will be fully created until you confirm your information in a manner deemed suitable by us.

We may request you to provide additional information such as proof of your identity, physical address and source of funds at any time to use our Services. If you refuse to provide such information or it will be determined that you may not use our Services for any reason, you will be denied Services. In such case, your Account will be closed. You will receive a refund of your remaining funds in the same form of payments as was made by you and to the same wallet address, bank account, or a third party payment processor where your funds were transferred from, if such refund is possible under these Terms. We will deduct the fees and fines, if any, from the refunded amount.

You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to others without our written consent. You agree to take full responsibility for any activity that occurs through the use of your Account, and cannot transfer this obligation to anyone else. You agree to notify the DigRef Project in the event that you discover or suspect any security breaches or vulnerabilities related to the Site or Services.

### **4. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain**

Use of the Internet and blockchain may not be secure. You agree that the DigRef Project or a designated third party is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet. While the DigRef Project will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against the DigRef Project or a designated third party, even if it occurs as a result of our negligence.

The DigRef Project takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If the DigRef Project believes its Site, Platform or any DTNX has been compromised or is under attack, the DigRef Project reserves the right to immediately stop all Services provided through the Site. If it is determined that such attack caused DTNX to rapidly lose value or otherwise cause or threaten to cause damage to the Site, Platform, designated third party, or users, the DigRef Project may immediately discontinue all activity entirely at its discretion. Resolution concerning deposits, withdrawals, Account balances, Services or other disputes related to an attacked DTNX will be determined on a case-by-case basis.

The DigRef Project or a designated third party uses blockchain and ledger to record certain transactions relevant to users’ actions while using Services. The DigRef Project does not have control over blockchain and ledger technology, which are created and managed by others. Failure of blockchain and ledger may result in significant damages to the DigRef Project and you. The DigRef Project shall not be held liable for any damage caused by the issues with blockchain and ledger technology.

The DigRef Project makes no representation and does not warrant the safety of the Site and Platform and is not liable for any lost value or stolen property, regardless of whether the DigRef Project was negligent in providing appropriate security.

## **5. The DigRef Project Does Not Provide Legal, Financial or Other Professional Advice**

In no way should our providing of Services be considered legal, financial, tax or any other kind of specialized or expert advice on which you may detrimentally depend, causing liability against the DigRef Project. In using the Site, you represent and warrant that you have sought any legal, financial, tax or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with blockchain and digital assets ownership and to competently use our Services. We give no warranty regarding the suitability of DTNX or our Services and assume no fiduciary duties to you.

You represent and warrant that you understand that any recommendations or commentary made by the DigRef Project or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

## **6. Purchase of DTNX**

DTNX is a digital product made by the DigRef Project to be used within the Platform as a way to reward users and pay for services offered on the Platform. Purchase of DTNX is subject to these Terms. You agree to purchase DTNX with the funds transferred by you to the DigRef Project or a designated third party to reward users and pay for products and services offered on the Platform. Such purchase will be made automatically when the DigRef Project or a designated third party exchanges your funds for DTNX upon you closing a request, making a purchase of any products or services offered on the Site, or paying fees and fines. The purchase of DTNX is final upon exchange of your funds for DTNX and there will be no refunds or cancellations unless specifically provided in these Terms.

In order to purchase DTNX, you must have a positive available balance, which can be refilled with the currencies accepted by the DigRef Project or a designated third party. Due to the volatility of crypto and fiat currencies, you will be able to allocate only a portion of the available balance to the request, unless you use your DTNX. You can refill your balance by transferring acceptable cryptocurrencies to the digital wallet address provided by us in your Account or by making fiat payments according to the instructions in your Account. We may change the methods and forms of payments at any time and at our own discretion.

A transfer the funds for the purpose of purchasing DTNX to your Account will be treated as a deposit until you take actions triggering the purchase of DTNX. Such purchase will be subject to the price and other terms available at the time of purchase.

## **7. Distribution of DTNX**

DTNX purchased by you will be distributed to the internal digital wallets (“Internal Digital Wallets”) of other users as a reward or payment for products or services. Such Internal Digital Wallets are provided by the DigRef Project or a designated third party to the users inside of their Accounts. All Internal Digital Wallets are owned by the DigRef Project or designated third parties. The users’ rights are limited only to the right to hold DTNX and acceptable digital currencies in such Internal Digital

Wallets. Withdrawal from the Internal Digital Wallets is only possible by making a request and is subject to the rules set by the DigRef Project or designated third parties.

## **8. Transfer of DTNX**

You can request to transfer your DTNX from the Internal Digital Wallet to an external digital wallet. You are solely responsible to verify that the address of the external digital wallet provided by you to the DigRef Project or a designated third party is valid and correct, that you have access to such wallet and know how to operate it. Any issues with the DTNX transfers due to the problems with your external digital wallets will be your sole responsibility. The DigRef Project or a designated third party performing the transfer shall not be held liable for any such issues.

## **9. Refund**

In case of a refund, if such is permitted and possible, you are solely responsible to verify that the address of the external digital wallet provided by you to the DigRef Project or a designated third party is valid and correct, that you has access to such wallet and know how to operate it. Any issues with the crypto currency transfers due to the problems with your external digital wallets will be your sole responsibility. The DigRef Project or a designated third party performing the transfer shall not be held liable for any such issues.

You are solely responsible for verifying that you still have access to the bank account where the fiat funds will be refunded to. Any issues with the fiat transfers due to the problems with your bank account will be your sole responsibility. The DigRef Project or a designated third party performing the transfer shall not be held liable for any such issues.

Depending on the refund form, it may take up to 10 business days to receive a refund. The DigRef Project or a designated third party shall not be held liable for any delays or any of your issues with connection to the refund.

## **10. Fees and fines**

You agree to pay any and all fees and fines in connection with your use of the Site and Services.

## **11. Acknowledgment and Assumption of Risks**

You acknowledge and agree that there are risks associated with purchasing DTNX, holding DTNX, and using DTNX, as disclosed in these Terms. In case of questions regarding these risks, you shall contact the DigRef Project at support@digref.com. **BY PURCHASING OR USING DTNX, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.**

## **12. License**

We grant you a limited, nonexclusive, nontransferable license (“License”) to access and use our Site and Services. This License is subject to these Terms. Any other use of the Site and Services not expressly permitted by these Terms or in violation of any law is prohibited. All other rights are expressly reserved by the DigRef Project and our licensors, including that to any content or functionality as presented on the Site or Services. The “DigRef Project,” “digref.com,” and all logos related to Services or displayed on the Site are trademarks or registered marks of the DigRef Project or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter,

incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of the DigRef Project.

### **13. Termination**

We may terminate or suspend your License to use our Site or Services without prior notice or liability for any reason whatsoever, including but not limited to your breach of these Terms. Nothing in these Terms or in any other communication or action by the DigRef Project or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.

All provisions of the Terms, which by their nature should survive termination shall survive termination, including but not limited to ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

### **14. Copyright of Communications in Connection with Our Services**

You agree that any materials, information or communications transmitted between the User and the DigRef Project in any form and by any means are non-confidential and will become the sole, exclusive property of the DigRef Project. The DigRef Project will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

### **15. Indemnification**

You agree to indemnify, exculpate and hold the DigRef Project, its representatives, affiliates, employees, and service providers harmless from any claim or demand permissible by law arising out of or related to the use of Site or Services, including but not limited to any breach by you of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs that incurred by the DigRef Project or any other indemnified parties as a result of your actions.

### **16. Disclaimer of Warrants and Guarantees**

The DigRef Project does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warrants and guarantees that not expressly made in these Terms.

### **17. Applicable Law and Venue**

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Russian Federation, without giving effect to principles of conflicts of law.

### **18. Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either party seeks injunctive or other equitable relief for the alleged unlawful use

of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you (i) waive your right to have any and all Disputes related to the Site or Services resolved in court, and (ii) waive your right to a jury trial. Instead, you and the DigRef Project will 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).

#### **19. No Class Arbitration, Class Action or Representative Actions**

Any Dispute arising out of or related to the Site, Services or these Terms is personal to you and the DigRef Project and will be resolved solely through the individual arbitration, and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You agree neither to initiate nor to participate in any such proceedings in any capacity.

#### **20. Arbitration Procedure**

You agree to the arbitration proceedings in accordance with the law of the Russian Federation.

#### **21. Survival and Severability**

Any portion of these Terms that reasonably should survive the termination of your License is hereby agreed to do so. If any provision of these Terms is deemed illegal or invalid for any reason, then that provision will be severed and the rest of these Terms will remain intact and enforceable.

#### **22. Integration**

Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between you and the DigRef Project, including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favorable to the DigRef Project.

#### **23. Act of God**

The DigRef Project's performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes but is not limited to the acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts of any third party, or technology failures.

#### **24. Contact Us**

If you have any questions about these Terms, please contact us at [support@digref.com](mailto:support@digref.com).