



SLIBDEMA

TERMS AND CONDITIONS

SLIBDEMA UAB

29.07.2022



These Terms and Conditions are deemed a binding agreement between the client and Slibdema. By using or otherwise accessing the Services, or clicking to accept or agree to these Terms and Conditions where that option is made available, client agrees for eligibility for use of the Services and that client has read, understood, and accepted these Terms and Conditions.

Eligibility

Client is allowed to use the Services if he/she are eligible in accordance with the law of their residence and/or domicile. The Company has no obligation or capability to verify whether client is eligible to use the Software and bears no responsibility for your use of the Software.

Software and Services

Client may use the Services under these Terms and Conditions:

- Token generation tool that allows client to issue tokens;
- Electronic wallet (“Waves Wallet”) that allows client to store, track, transfer and manage his/her cryptocurrencies, the tokens that client issues or the tokens that client acquires (“Tokens”);
- Decentralized cryptocurrency exchange (“DEX”) that allows client to place and execute orders for buying or selling cryptocurrency or Tokens for another cryptocurrency or exchanging them to other Tokens;
- Plug-in “Waves Keeper” that extends the functionality of web browsers.

Waiver

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.

Any dispute client has concerning a transaction with cryptocurrencies and Tokens client shall resolve with such third party directly without involving the Company.

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

The Company does not regulate services of third parties and has no opportunity to affect the process of providing these services and its results.

Indemnification

Client agrees to release and to indemnify, defend and hold harmless the Company and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys’ fees and court costs) claims or actions of any kind whatsoever arising or resulting from client’s use of the services of third parties and client’s violation of these Terms and Conditions.

The Company reserves the right, at its own expense, to assume exclusive defence and control of any matter otherwise subject to indemnification by client and, in such case, client agrees to cooperate with the Company in the defence of such matter.



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 client's reference only.

The Company does not monitor or control resources outside the Software and is not responsible for their content. The inclusion of links to third party resources does not imply any endorsement of the material in the Software 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 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 client's access or use of the third-party content.

Risk warning

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

1. New Technology. Client understands that cryptocurrencies including but not limited to company platform, blockchain technology, including 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 non-performance by the Company under this Agreement including temporary interruption or permanent termination of your access to the Software and Services.

2. Loss of funds. The risk of loss in trading or holding cryptocurrencies and Tokens can be substantial. Therefore, client should carefully consider whether trading or holding cryptocurrencies is suitable for him/her in light of specific 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 client while using the Software or in any direct or indirect connection to the Software.

3. Unfavorable regulatory environment. Cryptocurrencies, Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Software could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of cryptocurrencies.

4. Risk of theft and hacking. Hackers or other groups or organizations may attempt to steal your data and password in any number of ways.

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.

6. Risk of mining attacks. As with other decentralized ledger, Slibdema 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 can affect access to the Software and Services. Mining attacks, as described above, may also target other



blockchain networks, which the Software interacts with, and consequently affect the Software performance and your access to the Services.

7. Internet transmission risks. Client acknowledges that there are risks associated with using the Software and Services including, but not limited to, the failure of hardware, software, and internet connections. Client acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays client may experience when using the Software and Services, howsoever caused.

Warranties and Representations

By entering these Terms and Conditions client warrants and represents that:

- Client has full capacity to contract under applicable law;
- Client will only be transacting via the Platform with legally obtained funds that belong to client;
- Client 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 Software;
- Client will not use the Software 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;
- Client will not use the Software for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Company;
- Client 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.

Warranties; Exclusion of Liability; Indemnification

The Platform is provided “as is”. The Platform is 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 program 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.

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 the Software or for any damage to your computer or data or funds or any other damage client may incur in connection with the Software.

Client’s use of the Software is at 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 Software, the delay or inability to use the Software or otherwise arising in connection with the Software whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

Client agrees 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 client's use of the Platform and Services.

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

Taxes

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

Assignment

Client may not transfer or assign these Terms and Conditions or any rights or obligations he/she has 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 client objects to such transfer or assignment, client may stop using the Platform and terminate these Terms and Conditions by contacting the Company.

Jurisdiction and Applicable Law

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 Lithuania 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 Lithuania.

Dispute Settlement

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.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. The seat, or legal place, of arbitration shall be Vilnius, Lithuanian.

The language to be used in the arbitral proceedings shall be Lithuanian.



Miscellaneous

All communications and documents to be made or given pursuant to these Terms and Conditions must be in the Lithuanian and/or English language.

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.

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.

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.