

Terms of Use

Version 1.0

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These Terms of Use (the “Agreement” or “Terms”) explains the terms and conditions by which you (“user”, “you”) may access and use [\[https://jetton-demo.asterizm.io/\]](https://jetton-demo.asterizm.io/) a website-hosted user interface (the “Interface” or “App” or “Website”) provided by JetTon Solutions Ltd registered under the laws of the Republic of Seychelles with company number 242501 with registered address at Suite 1, Second Floor, Sound & Vision House, Rue Pierre De Possession, Victoria, Mahe, Seychelles (“we”, “our”, “us” , “company”). You shall read this Agreement carefully as it governs your use of the Interface. By accessing or using the Interface, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Interface and should not use the Interface.

BY ACCESSING OR USING THE WEBSITE AND ONLINE SERVICES PROVIDED BY COMPANY YOU ASSURE THAT YOU ARE AT LEAST 18 YEARS OLD OR HAVE REACHED THE AGE FROM WHICH YOU ARE LEGALLY ABLE TO ENTER INTO CONTRACTS OF SUCH KIND (WHICH MAY BE LOWER OR HIGHER THAN 18 YEARS) AND MET OTHER CONDITIONS PRESCRIBED BY THESE TERMS AND HAVE RESPECTIVE LEGAL POWER IN ORDER TO ENTER INTO THIS AGREEMENT.

THE MENTIONED WEBSITE HAS INTEGRATED SOME SOFTWARE WITH CERTAIN THIRD-PARTY SERVICES PROVIDERS, HAVING THEIR OWN END LICENSE USER AGREEMENTS (SUCH AS THIRD-PARTIES WALLETS EXTENSIONS) OR OTHER OBLIGATORY DOCUMENTS, WHICH GOVERN THEIR SERVICES PROVISION. BY ACCESSING OR USING THE WEBSITE YOU AGREE TO BE BOUND BY THESE THIRD PARTIES OWN END LICENSE USER AGREEMENTS OR OTHER OBLIGATORY DOCUMENTS, WHICH GOVERN THEIR SERVICES PROVISION IF ANY.

BEFORE USING INTERFACE, YOU SHALL ENSURE THE LEGALITY OF RELEVANT SERVICES IN YOUR JURISDICTION. IN CASE YOU ARE NOT SURE OF THE LEGALITY OF

USING OUR SERVICES IN YOUR COUNTRY, PLEASE CONTACT LOCAL LAWYERS. IF YOU ARE A CITIZEN OR RESIDENT OF A GEOGRAPHIC AREA IN WHICH ACCESS TO OR USE OF OFFERED SERVICES, SMART-CONTRACTS, CRYPTOCURRENCY IS PROHIBITED BY APPLICABLE LAW, DECREE, REGULATION, TREATY, OR ADMINISTRATIVE ACT PLEASE RESTRAIN FROM USING THE WEBSITE.

1. HOW THE INTERFACE OPERATES.

- 1.1. The Platform provides users with an informational interface relating to a decentralized protocol supporting ETH and TON blockchains allowing users to bridge supported digital assets.
- 1.2. Basically, the Protocol supports bridging only Jetton Tokens (which are the utility tokens granting certain rights and opportunities) between two currently available blockchains which are ETH and TON. The Company reserves the right to change the list of supported digital assets as well as blockchains at its own discretion.
- 1.3. In order to bridge assets Users must have their own wallets enabling storing and sending supported digital assets, meet the eligibility requirements set by the present Terms, choose the desired type of the digital asset to be changed and follow on-screen instructions. User also shall approve the connection of own digital currency wallet and ensure that it supports the desired blockchain and type of digital currency.
- 1.4. The Protocol may automatically charge certain commission for their services rendered which are displayed prior the confirmation for the Swap (where “Swap” means operation of exchanging certain digital assets between the supported blockchains and other operations) which is solely needed for covering transaction/related expenses and is described later in these Terms.
- 1.5. It is established, that all fees are non-refundable and Swaps/other transactions are not reversible. Moreover, services rendered are not subject to the consumer protections legislation/acts as they are not sold by the Company and the Company receive no income from selling them.
- 1.6. The Interface consists of a set of automated algorithms, which ensure its autonomous operation. Smart-Contract activity can be viewed and checked via any and all applicable tracing tools such as different Blockchain Explorers. We encourage you to check the correct link to the Smart-Contract on the Website.

- 1.7. The Interface/Company does not accumulate and store funds and is not an operational center of Company, it does not operate Smart-Contracts of the App and just acts as a convenient interface for accessing the Smart-Contracts.
- 1.8. To access the Interface, you must use non-custodial wallet software, which allows you to interact with public blockchains. Your relationship with that non-custodial wallet provider is governed by the applicable terms of service of that third party, not this Agreement. Wallets are not operated by, maintained by, or affiliated with us, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents.
- 1.9. Algorithms of the Smart-Contracts are decentralized, they are not operated by anyone. All operations with the funds with the use of the smart contract are p2p-made. Once the Smart-Contracts are activated there is no possibility to adjust them.
- 1.10. As a result of any usage of the Interface, the user does not receive a stake in any legal entity, including a stake in the Company or a share in the capital of the Company as well as the user does not receive a status of a lender of the Company. The Platform is intended to serve merely as a friendly UX-interface.
- 1.11. Blockchain transactions require the payment of transaction fees to the appropriate network ("Gas Fees"). Generally, you will be solely responsible to pay the Gas Fees for any transaction that you initiate using the Smart-Contracts.
- 1.12. The Company bears no responsibility for the maintenance of the Smart-Contracts after their initial release.

2. USERS OBLIGATIONS AND REPRESENTATIONS.

- 2.1. Despite Smart-Contracts decentralized nature please be advised, that App is not intended for the citizens or residents of territories with limited recognition, such as Crimea, DNR, LNR, for citizens or residents of USA, Cuba, Democratic People's Republic of Korea (North Korea), Iran, Pakistan, Syria, the Government of Venezuela [still, aforementioned residents can interfere with the Smart-Contracts directly as we have no power to limit this possibility].
- 2.2. By accessing App you also represent and warrant, that you are not included in the Sanction Lists (shall mean the Specially Designated Nationals and Blocked Persons ("SDN") List and the Non-SDN List, including the "Sectoral Sanctions

Identifications List", published by OFAC; the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by FinCEN; and, any other foreign terrorist organization or other sanctioned, restricted, or debarred party list published by the FIA, or under Economic Sanctions, Anti-Money laundering, or Combating the Financing of Terrorism Laws of or by Governments of the United States, the United Nations, or any other jurisdiction or Government, as applicable to You or to the Website, as amended, supplemented, or substituted from time to time;

- 2.3. All actions you commit through the Interface are considered unsolicited, which means that they are solely initiated by you.
- 2.4. You have not received any investment advice from us in connection with any actions performed via the Interface. All information provided by the Interface is for informational purposes only and should not be construed as investment advice. You should not take, or refrain from taking, any action based on any information contained in the App. We do not make any investment recommendations to you or opine on the merits of any investment transaction or opportunity. You alone are responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.
- 2.5. Transfer of crypto using the Smart-Contracts is not a procedure of "investing" in any understanding and interpretation of this term, and all terms outlined in this Agreement should not be construed as "investing" in any form.
- 2.6. The Interface is a purely non-custodial application, meaning we do not ever have custody, possession, or control of your digital assets at any time. It further means you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold and you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how the Interface will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you

acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

3. PROHIBITED USAGE.

3.1. You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

- 3.1.1. **Intellectual Property Infringement.** Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- 3.1.2. **Cyberattack.** Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.
- 3.1.3. **Fraud and Misrepresentation.** Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- 3.1.4. **Data Mining or Scraping.** Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from the Interface.
- 3.1.5. **Objectionable Content.** Activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable.
- 3.1.6. **Closed content.** You may not access any content, area or functionality of the Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of the Website;

3.1.7. **Any Other Unlawful Conduct.** Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by applicable law, or others (such as violation of applicable Anti Money Laundering , etc).

4. INTELLECTUAL PROPERTY RIGHTS.

- 4.1. We own all intellectual property and other rights in the Interface and its contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, designs, and its “look and feel.” This intellectual property is available under the restricted, non-transferable, personal and royalty-free license. Unlike the Interface, Smart-Contracts are comprised entirely of open-source or source-available software running on public blockchains.
- 4.2. By using the Interface to list, post some content if possible, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you post on or through the Interface for our current and future business purposes, including to provide, promote, and improve the services.

5. DISCLAIMERS AND LIMITATION OF LIABILITY.

- 5.1. **Legal Disclaimer.** Nothing on the Website, Smart-Contracts nor any portion thereof constitutes actual legal, marketing, regulatory, or other professional advice, opinion, or recommendation by Company, its affiliates. Users assume all responsibilities and obligations with respect to any decision, advice, conclusions, legal opinions, recommendations made or given as a result of the use of the Website, including, without limitation, any decision made or action taken by User in reliance upon to the information, provided on the Website.
- 5.2. The Interface is provided on an "AS IS" and "AS AVAILABLE" basis. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR

STATUTORY, INCLUDING (BUT NOT LIMITED TO) THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge and agree that your use of the Interface, Smart-Contracts is at your own risk. We do not represent or warrant that access to the Interface will be continuous, uninterrupted, timely, or secure; that the information contained in the Interface will be accurate, reliable, complete, or current; or that the Interface will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that we make should be treated as creating any warranty concerning the Interface. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Interface. In addition, Company does not warrant any connection to or transmission from the internet and that blockchain and cryptocurrencies will work as designed and error free. No advice or information, whether oral or written, obtained from Company or elsewhere nor any course of dealing will create any warranty or condition not expressly stated in this agreement.

- 5.3. Similarly, the Smart-Contracts are provided "AS IS", at your own risk, and without warranties of any kind. Although some contribution to the initial code for the Protocol was made, **WE DO NOT PROVIDE, OWN, OR CONTROL THE SMART-CONTRACTS, WHICH ARE RUN AUTONOMOUSLY WITHOUT ANY HEADCOUNT BY SMART-CONTRACTS DEPLOYED ON VARIOUS BLOCKCHAINS.** Upgrades and modifications to the Smart-Contracts are to be generally managed in a community-driven way. No developer or entity involved in creating the Protocol will be liable for any claims or damages whatsoever associated with your use, inability to use, or your interaction with other users of, the Protocol, including any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or loss of profits, cryptocurrencies, tokens, or anything else of value. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Interface.
- 5.4. **LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY, OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OWNERS, DIRECTORS AND OFFICERS, AS WELL AS LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO ANY USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE**

PLATFORM SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', BEAR COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$500.00.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF THE REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. IF SOME REGULATIONS DO NOT ALLOW CERTAIN LIMITATIONS TO BE APPLIED AS PRESCRIBED, THEY SHALL APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

- 5.5. You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Interface; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Interface with your assistance or using any device or account that you own or control.

6. APPLICABLE LAW AND ARBITRATION.

6.1. You agree that the laws of the Seychelles without regard to principles of conflict of laws, govern this Agreement and any Dispute between you and us. You further agree that the Interface shall be deemed to be based solely in the Seychelles and that although the Interface may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside. Any arbitration conducted pursuant to this Agreement shall be governed by the respective legislation of the Seychelles and to be settled by the local courts.

7. SEVERABILITY.

7.1. If any of these Terms determined to be invalid, unlawful or unenforceable to any extent, such term shall be excluded from these Terms, and the remaining terms shall continue to be valid to the fullest extent permitted by law.

8. MISCELLANEOUS.

8.1. The user is fully responsible for paying all fees and taxes that may be applied while using Interface, Smart-Contract according to the laws of the jurisdiction of user's residence.

8.2. We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any material modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at <https://jetton-demo.asterizm.io/>. All modifications will be effective when they are posted, and your continued accessing or use of the Interface will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Interface.

9. ASSUMPTION OF RISK.

9.1. By accessing and using the Interface, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as ether

(ETH), TON and other digital tokens such as those following the Ethereum Token Standard (ERC-20) etc.

- 9.2. In particular, you understand that the markets for these digital assets are nascent and highly volatile due to risk factors including (but not limited to) adoption, speculation, technology, security, and regulation.
- 9.3. Further, you understand that Smart-Contract transactions automatically execute and settle, and that blockchain-based transactions are irreversible when confirmed. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time.
- 9.4. In summary, you acknowledge that we are not responsible for any of these variables or risks, do not own or control the Smart-Contracts, and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Smart-Contracts.