

## Hybrid Token Terms of Service

### Terms of Service

Welcome to <https://www.hbdtoken.com> , a website-hosted user interface provided by Hybrid Token ("we", "our", or "us"). The Interface provides access to a decentralized protocol on the Polygon blockchain that allows users to trade certain digital assets. The Interface is one, but not the exclusive, means of accessing the Protocol.

This Terms of Service Agreement (the "Agreement") explains the terms and conditions by which you may access and use the Interface. You must read this Agreement carefully. 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.

NOTICE: Please read this Agreement carefully as it governs your use of the Interface. This Agreement contains important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. The Interface is only available to you — and you should only access the Interface — if you agree completely with these terms.

### Modification of this Agreement

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any 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://www.hbdtoken.com/>. 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.

### Eligibility

To access or use the Interface, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (e.g., eighteen years old) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface.

### Proprietary Rights

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, and designs. This intellectual property is available under the terms of our copyright licenses and our Trademark Guidelines.

### Additional Rights

We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to the Interface; (b) to review, modify, filter, disable, delete and remove any and all content and information from the Interface; and (c) to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide.

### **Prohibited Activity**

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:

**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.

**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.

**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.

**Market Manipulation.** Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.

**Securities and Derivatives Violations.** Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives.

### **Non-Solicitation; No Investment Advice**

You agree and understand that all trades you submit through the Interface are considered unsolicited, which means that you have not received any investment advice from us in connection with any trades, including those you place via our Auto Router API, and that we do not conduct a suitability review of any trades you submit.

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 Interface. 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.

## **No Warranties**

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 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.

## **Compliance Obligations**

The Interface is operated from facilities within the India. The Interface may not be available or appropriate for use in other jurisdictions. By accessing or using the Interface, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you.

## **Assumption of Risk**

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 bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). In particular, you understand that blockchain-based transactions are irreversible.

You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. 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. You further acknowledge and accept the risk that your digital assets may lose some or all of their value while they are supplied to the Protocol through the Interface, you may suffer loss due to the fluctuation of prices of tokens in a trading pair or liquidity pool, and, especially in expert modes, experience significant price slippage and cost.

You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control the Protocol, 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 Protocol.

### **Third-Party Resources and Promotions**

The Interface may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

### **Release of Claims**

You expressly agree that you assume all risks in connection with your access and use of the Interface and your interaction with the Protocol. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Interface and your interaction with the Protocol. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favour at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

### **Indemnity**

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.

### **Limitation of Liability**

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access or use of the Interface, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Interface or the information contained within it. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Interface; (c) unauthorized access or use

of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Interface; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Interface; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the Interface, or USD\$100.00, whichever is greater. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

### **Dispute Resolution**

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to [contact@hbdtoken.com](mailto:contact@hbdtoken.com) so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below. Any claim or controversy arising out of or relating to the Interface, this Agreement, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability ("Dispute"), shall be finally and exclusively settled by arbitration under the JAMS Optional Expedited Arbitration Procedures. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, who shall be selected pursuant to JAMS rules. The arbitration will be held in New York, New York, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

### **Entire Agreement**

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.