

TERMS OF USE

Last update: May 24, 2023

These Terms of Use (“**Terms**”), constitute a legally binding agreement between you (or the corporation, entity, organization or authority that you represent) and dclex inc. (“**Dclex**”). Your use of this website, dclex.com along with all associated websites, domains and subdomains of Dclex (“**Website**”), is governed by the following Terms, as updated from time to time.

Please also review our [Privacy Policy](#) to understand how we collect, use, disclose, and secure personal information, as well as any rights that you may have.

By agreeing to these Terms, you also agree to all other operating rules, policies and procedures (the “**Policies**”) that may be published from time to time on the Website, or other locations determined by Dclex. Such other Policies are incorporated into these Terms by reference and may be updated by Dclex from time to time without notice to you.

By using this Website, you agree to these Terms. Please read them carefully.

ACCEPTABLE USE

You are responsible and liable for (a) your use of the Website, including unauthorized conduct and any conduct that would violate the requirements of these Terms; and (b) any use of the Website through your account, whether authorized or unauthorized. In addition, you acknowledge the following:

- a) You will not access the Website in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Website, or to copy any ideas, features, functions or graphics of the Website;
- b) You will not engage in web scraping or data scraping on or related to the Website, including collection of information through any software that simulates human activity or any bot or web crawler;
- c) In your use of the Website, you will comply with all applicable laws, including privacy and IP laws;
- d) You will not use the Website for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website; and
- e) You will not transmit to the Website any content that you do not have a right to transmit under any law or under a contractual relationship, any content that infringes upon the IP rights of any party, any unsolicited or unauthorized advertising, promotional materials, spam, or any other form of solicitation.

Violation of any of the above provisions may result in the immediate termination of your account and/or access to the Website. Dclex reserves the right to investigate and take appropriate legal action against anyone who, in Dclex's sole discretion, violates these Terms, including reporting you to law enforcement authorities.

THIRD-PARTY LINKS

This Website may include links to third-party websites (“**Linked Sites**”) that are not affiliated with Dclex. These Linked Sites are provided for your convenience only. Dclex has no control over the content of Linked Sites and is not responsible for the materials or information found on these sites, or your engagement with those sites. You should carefully review the terms of use and privacy policies of any third-party websites you visit.

MODIFICATIONS TO THE WEBSITE

Dclex has the right to make changes or remove the Website, as well as any of the Items or content provided on it, without advance notice. If our changes materially affect the Services we provide you, we will update these Terms. If the Website is

unavailable for any reason, Dclex shall not be liable for any resulting effects on you. Occasionally, Dclex may prevent certain people from accessing parts of the Website or the entire Website.

INTELLECTUAL PROPERTY (IP)

You understand and agree that the Website and its entire content, features, and functionalities, including all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement are owned by Dclex, its licensors, or other content or products providers or vendors of such material, and are protected in all forms by IP laws including copyright, trademark, patent, trade secret, and any other proprietary rights. Accordingly:

- Dclex retains all rights, title, and interest in and to the Website, including all software used to provide the Website and all graphics, user interfaces, logos, and trademarks reproduced through the Website. Dclex' name, the Dclex trademark, the Dclex logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks ("**Marks**") of Dclex or its affiliates or licensors.
- You must not use the Marks without the prior written permission of Dclex.
- These Terms do not grant you any IP license or rights in or to the Website, the Marks, or any of its components, except to the limited extent that such rights are necessary for your use of the Website as specifically authorized by these Terms.
- Dclex may not own IP rights in other names, trademarks, logos, product and service names, designs, images, slogans and vendor's materials that may appear on the Website, but in such case, Dclex has obtained permission from such third-parties to use those materials and images on the Website. **You must not use any of this property without the express written permission of Dclex.** If you do, it shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws, and could result in legal action against you.

ACCESS TO THE WEBSITE

You will need to connect with a compatible Ethereum cryptographic account ("**Ethereum Account**") to access certain or all services and features provided on the Website.

Ethereum Accounts are offered by third-party providers who are not affiliated with or associated with us. By using the Website, you acknowledge and agree that our company is not the provider of Ethereum Accounts. We are not responsible for any compatibility issues, errors, or bugs in the Website or Ethereum Accounts that may be caused by the Ethereum Accounts or their providers. The access and use of Ethereum Accounts are solely at your own risk and discretion and are subject to external terms. If you choose to use, connect, or link an Ethereum Account to the Website, you accept and acknowledge that you are bound by the terms and conditions applicable to such Ethereum Account.

You are solely responsible for the security of your Ethereum Account, including your private key, any associated credentials, passwords, seed words, and seed phrases. We shall not be held responsible for any risks associated with your use and access of an Ethereum Account. In the event that you lose access to your Ethereum Account or private keys, we cannot retrieve your Assets (as defined below), and we have no control over your purchase, transfer, storage, sale, use, ownership, or maintenance of Assets. We make no representations or warranties regarding Ethereum Accounts and accept no responsibility or liability to you concerning your use of an Ethereum Account.

REQUIREMENTS FOR DIGITAL IDENTITY

As per our Privacy Policy, we will verify your identity to ensure that you have control over the Ethereum account by requesting you provide certain documents and go through an identity check process. Once your identity is verified, you will need to purchase a non-transferable non-fungible token ("**Digital Identity**") to access certain other features on the Website in compliance with KYC and AML requirements. This Digital Identity will allow you to withdraw and/or transfer stocks on-chain. Dclex reserves the right to invalidate your Digital Identity at any time at its own discretion.

TAXES

You acknowledge and agree that you are solely responsible for complying with all applicable tax laws and regulations, including the reporting and remittance of taxes, regardless of the fact that all transactions conducted on the Website are in cryptocurrency. It is your responsibility to determine any tax obligations arising from your use, purchase, transfer, storage, sale, use, ownership, or maintenance of crypto Assets through the Website. We do not provide tax advice, and any information or guidance provided on the Website regarding taxes is for general informational purposes only. We recommend that you consult with a qualified tax professional for specific advice related to your tax obligations and liabilities resulting from cryptocurrency transactions. By using the Website, you agree to indemnify and hold us harmless from any claims, penalties, fines, or liabilities arising from your failure to comply with applicable tax laws and regulations.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

The information contained within the Website is for general informational purposes only and is neither an offer to sell nor a solicitation of an offer to purchase any security and may not be relied upon for investment purposes. Any commentaries and information contained on Website should not be considered investment advice or recommendation to purchase, hold or sell any security or cryptocurrency, stock, token or any other such asset ("**Asset**").

The information on the Website is not intended to provide legal, accounting, financial or tax advice, and should not be relied upon in that regard. Please consult with your professional advisor with respect to your particular circumstances.

Nothing in this Website is, or should be relied on as, a promise or representation about the future. The Website may contain forward-looking statements. You may identify these forward-looking statements by the use of words such as "believe", "expect", "potential", "continue", "may", "will", "should", "seek", "approximately", "predict", "intend", "plan", "estimate", "anticipate" or other comparable words. These forward-looking statements are subject to various risks, uncertainties and assumptions. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these potential statements. Should any assumptions underlying potential forward-looking statements contained on this Website prove to be incorrect, the actual outcome or results may differ materially from outcomes or results projected in these statements. Dclex does not undertake any obligation to update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by applicable law or regulation.

Dclex is not currently licensed or registered in any jurisdiction as a dealer, adviser, investment fund manager, marketplace, alternative trading system, investment company, or otherwise licensed or registered with any securities regulatory authority.

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PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR YOUR PURCHASE, TRANSFER, STORAGE, USE, OWNERSHIP OR MAINTENANCE OF ANY ASSETS OR FOR ANY EVENT THAT RESULTS IN YOUR INABILITY TO ACCESS SUCH ASSETS. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT LIABILITY OF EITHER PARTY FOR FRAUD, DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, VIOLATION OF LAWS, OR ANY OTHER ACTIVITY THAT CANNOT BE LIMITED OR EXCLUDED BY LEGITIMATE MEANS.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

FINANCIAL ADVISORS AND BROKERS

If you use the Website to provide any services to any third-parties, such as, without limitation, if you are an investment advisor or broker, you are fully responsible for all services and recommendations and represent and warrant that you are appropriately qualified and certified to do so, possessing all necessary licenses and permits to do so. You will not state nor imply to any customer or client any responsibility of us for any decisions or recommendations. In addition: (a) you are solely responsible for all advice, recommendations, or services you provide to your clients, even if you use the Website in whole or in part to create such advice; (b) Dclex has no liability whatsoever to your clients; (c) Dclex is not responsible for any disputes between you and your clients; (d) you will not state or imply to your clients anything contrary to all disclaimers, warranty limitations, and limitations of liability, by Dclex herein or otherwise with respect to the Website. You hereby agree to indemnify, defend, and hold us harmless from and against any allegation, loss, liability, or claim made against Dclex by any of your clients or otherwise arising out of any breach of this section (or any other portion of these Terms) by you or your agents, or any failure by you or your agents to follow any applicable laws, rules, and regulations.

INDEMNIFICATION

You agree to indemnify and hold harmless Dclex from and against any and all third-party claims, demands, actions, debts, liabilities and attorney's fees arising out of, claimed on account of, or in any manner predicated on loss or damage to such third-party caused or contributed to by you in connection with your unauthorized or inappropriate use of the Website, all except to the extent arising from the negligence or misconduct of Dclex or its agents or employees.

APPLICABLE LAW

Dclex is based in Canada. Although the Website may be accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Website are available to all persons or in all geographic locations, or appropriate, available or legal for use outside of Canada. If you choose to access the Website from outside of Canada, you do so on your own initiative and you are solely responsible for complying with applicable laws. We make no representations that our Website will be available for access or use outside of Canada, but any access or use outside of Canada will be subject to these Terms. Access and use of this Website is prohibited where this Website is illegal. You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the Website.

Any breach of these Terms (or dispute related to them) shall be governed by the laws of Québec and the laws of Canada without regard to any conflict of law provisions. We may report any breaches relating to these Terms to the appropriate authorities. You agree that the courts located in Québec, Canada will resolve all disputes related to these Terms, despite any inconvenience to you.

CHANGES

We reserve the right to alter or amend these Terms at any time, solely at our discretion. Should any changes or modifications be made to these Terms, we will provide notice of such changes, such as by posting a notice on our Website and/or updating the "Last Update" date above. Your continued usage of the Website following the posting of changes or modifications will

confirm your acceptance of such changes or modifications. If you disagree with the amended Terms, you must discontinue using our Website.

Any updated versions of the Terms will replace all prior versions, notices or statements regarding the Website. If requested, you agree to sign a non-electronic version of these Terms.

CONTACT US

If you have any questions about these Terms, please contact us:

By mail: Dclex Inc., 95 rue du Polygone, Québec (Québec) G2N2K1 Canada

By email: info@dclex.com

Should you become aware of misuse of the Website including libellous or defamatory conduct, as well as identity theft, you must report it to us at info@dclex.com.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to info@dclex.com

The English text of these Terms constitutes the official text. In the event of any discrepancy between the English text and a translation into a foreign language, the English text shall prevail.