

TERMS AND CONDITIONS DDK

This User Agreement sets out the legal terms between DDK and its subsidiaries (“DDK”, “we”, “us”, “our”) and the users of DDK’s [mobile application, website, and/or API] (the “Site”). By accessing the Site and registering as a user to use the Services provided on the Site (each a “Service”, collectively, the “Services”), you agree to comply with the terms and conditions governing your use of the Site and the Services offered therein, including any and all other applicable terms relevant to the Site and our Services. By registering as a user on the Site, you agree that you have read, understood, and accept all the terms and conditions contained in this User Agreement.

1. OUR SERVICES

By creating a user account to use the Services (User Account), you expressly represent and warrant the following:

- i. You are at least 18 years of age, with full legal capacity to accept this User Agreement and enter into any transaction involving the DDkoin (hereinafter referred to as the “DDK”).
- ii. Depending on your country of residence, you may not be eligible to use the Site or all the Services. It is your responsibility to comply with the rules and laws applicable to your country of residence or country from which you are accessing in this Site and/or wallet and/or platform and/or Services.
- iii. Your use and access of DDK Services is in your own name and/or for yourself. If you are acting on behalf of a legal entity, you must ensure that you are authorised by the legal entity to represent on behalf and/or enter into transactions on behalf of the legal entity.
- iv. Our Services may evolve over time. This means we may apply charges, replace or discontinue (temporarily or permanently) our Services at any time for any reasonable cause with two days’ notice or without notice in case of a Force Majeure. In this case, you may be prevented from accessing or using our Services. If, in our sole discretion, we decide to permanently discontinue our Services, we will provide you with a notice via our website, and any other social media own by us or any other means of communication we deem appropriate.

2. YOUR RESPONSIBILITIES

You are responsible for your own security, control and confidentiality of your device access, your information on User Account including your passwords, paraphrases, private keys or other codes associated with DDK Services and any activity occurring with these DDK Site and/or wallet and/or platform. The loss of the information will be resulted to unauthorize access to this Site and/or Wallet and/or Platform. We are not

responsible with your loss and/or theft of any DDK failing to comply with our instructions.

You are also acknowledge and agree that you will not use your User Account or the Services to perform any criminal activity of any sort, including, without limitation, money laundering, illegal gambling operations, terrorist financing, fraud, abusive activity, adult content or services, unfair, predatory or deceptive services, intellectual property infringement, or malicious hacking (the "Prohibited Use"). You further acknowledge and agree that you will not use methods to conceal the location from which you access the Site, and that you will disclose to DDK your accurate and true location, upon request.

3. RISK

You understand and accept the risks in connection with the use of the Wallet app and/or using the Services as set forth above and hereinafter. In particular, but not limited to, you fully understand the inherent risks listed hereinafter:

- a) **Risk of software weaknesses:** You understand and accept that the underlying software application and/or software platform and/or system is still in an early development stage and unproven, there is no warranty that the Services will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of DDK.
- b) **Regulatory risk:** You understand and accept that blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications, which may be contrary to the current setup of DDK and which may, inter alia, result in substantial modifications of the DDK Services, including its termination.
- c) **Risk of loss of private key or passphrase(s):** DDK Wallet can only be accessed by using a DDK Wallet passphrase with the possibility of using a second passphrase. You understand and accept that if your private key, passphrase or second passphrase respectively got lost or stolen, the DDK within your DDK Wallet will be unrecoverable and will be permanently lost.
- d) **Risk of voting attacks:** You understand and accept that the blockchain used for by DDK is susceptible to voting attacks, including but not limited to majority voting power attacks, "selfish-voting" attacks, and race condition attacks. Any successful attacks present a risk to the DDK Services.
- e) **Risk of delegate attacks:** You understand and accept that the blockchain used for by DDK may be susceptible to delegate attacks, including but not limited to double-spending attacks, majority delegate attacks, and race condition attacks. Any successful attacks present a risk to the DDK Services.

4. LIMITATIONS OF LIABILITY, RELEASE AND IDEMNIFICATION

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. DDK SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. DDK DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO THE DDK SITE, THE SERVICES, WALLET OR ANY PART OR MATERIALS MADE AVAILABLE THEREIN, WILL BE ERROR FREE, CONTINUOUS, UNINTERRUPTED OR ACCURATE.

IN NO EVENT WILL THE DDK, ITS AFFILIATES OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, OR REPRESENTATIVES, BE LIABLE TO YOU OR ANYONE ON YOUR BEHALF, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATIONS, LOSS OF REVENUES OR DATA, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE DDK SITE OR SERVICES OR THIS USER AGREEMENT. THIS MAY INCLUDE, WITHOUT LIMITATION, VIRUSES, ERRORS, OR TECHNICAL DISRUPTIONS, INDIRECTLY CAUSED, WHICH MAY AFFECT THE DDK SITE, OUR SERVICES, A TRANSACTION, OR THIS USER AGREEMENT.

WE SHALL ONLY BE LIABLE TO YOU FOR LOSS OR DAMAGE CAUSED DIRECTLY AND REASONABLY FORESEEABLE BY OUR BREACH OF THESE TERMS AND CONDITIONS AND OUR LIABILITY IN THESE CIRCUMSTANCES WILL BE LIMITED TO AN AMOUNT THAT IS NO GREATER THAN THE COMBINED VALUE OF THE DIGITAL CURRENCY. WHERE WE ARE CONSIDERING A SPECIFIC CLAIM RELATING TO A SPECIFIC TRANSACTION, THIS SUM SHALL BE FURTHER LIMITED TO THE AMOUNT OF THE TRANSACTION IN DISPUTE.

DDK specifically makes no warranties, representations or guarantees regarding the time required to complete processing any request provided by you, including electronic debit or credit using credit cards, bank accounts, or cheques, which are dependent various factors beyond DDK's control.

a) RELEASE

Any dispute between you and any other user of the DDK Site and/or platform and/or wallet shall be exclusively resolved between you and such user. You hereby release DDK, its affiliates and service providers, and each of their respective officers, directors, agents, joint ventures, employees, and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such dispute.

b) INDEMNIFICATION

You agree to defend, indemnify, and hold DDK, its affiliates, employees, directors, representatives and service providers, and each of its or their respective officers,

directors, agents, joint ventures, employees, and representatives, harmless from any claim or demand (including legal fees, damages, costs, fines, fees, or penalties suffered by DDK, arising out of or related to:

- i. your breach of this Agreement;
- ii. your use of the Site or Services; or
- iii. your violation of any applicable law, rule, regulation, or rights of any third party.

5. PERSONAL DATA PROTECTION

You acknowledge that any personal information provided by you in relation to your User Account or Transaction will be collected, used, or disclosed in accordance with the Personal Data Protection Regulations 2014 governed by Singapore Law.

6. MODIFICATION, AMENDMENT OR TERMINATION OF THE SITE OR SERVICES

Notwithstanding the abovementioned, you acknowledge and agree that DDK may, without notice and with immediate effect, suspend or terminate the operation of the Site or the provision of any part of the Services offered therein, in the event such operation or provision becomes illegal or is subject to demand by any competent authority, or is under any risk or exposure to any claims that are adverse or detrimental to the Site or Services. You further acknowledge and agree that DDK reserves the right to modify, suspend, or terminate the provision of any Service or content, in whole or in part, at any time, without notice.

You acknowledge and agree that DDK may also amend or update this Agreement, the DDK Site, wallet and/or platform at any time, at its sole discretion. The amendment of this Agreement will be put in the DDK website and/or any other means of communication and it shall be deemed appropriate notification and/or announcement to the user. User are responsible to update with all the amendment and/or announcement regarding the amendment at the DDK website.

If you do not agree with any such modification, you should immediately cease your use of the Services and terminate your User Account. You agree that DDK shall not be liable to you or any third party for any modification or termination of the Services, or suspension, or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

7. TAX

You are exclusively responsible to inquire with respect to the taxes applicable to your Transactions on the Site. We are not, and in no event, be deemed as providing any tax advice or consultation Services. You acknowledge that it is your responsibility to report and remit the taxes payable to the appropriate authorities.

8. OPEN SOURCE

DDK is open source based in nature, as such it promotes heightened security, affordability, transparency and permanence. The result of open source development is the produce of something that solves a problem common enough that a large community of talented programmers is happy to dedicate their efforts to the task where source code is also made available for use, improvement or modification as users or other developers see fit.

9. ENTIRE AGREEMENT

This Agreement herein comprise the entire understanding and agreements between you and DDK as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including, without limitation, any prior versions of this User Agreement), and every nature between and among you and DDK.

10. RELATIONSHIP OF THE PARTIES

Both you and DDK are independent contractors, and nothing in this Agreement shall be deemed to create between you and DDK any other form of relationship, whereby the parties shall not be deemed to be partners, joint ventures or agents. You are therefore not authorized to make any obligations on our behalf.

11. ASSIGNMENT

You may not assign any rights or licenses granted under this Agreement. The right to use your User Account is exclusively for your personal use. DDK reserves the right to assign our rights without restriction, including, without limitation, to any of DDK's affiliates or subsidiaries or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

12. SEVERABILITY

If any provision of this User Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation, or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this User Agreement shall not be affected.

13. GOVERNING LAW AND DISPUTES

This User Agreement shall be governed by and is to be construed in accordance with the laws of the Republic of Singapore. You agree to submit all disputes arising out of or in connection with this User Agreement to the exclusive jurisdiction of the Singapore courts.

14. FORCE MAJEURE

DDK shall not be liable for delays, failure in performance or interruption of the Services, which results directly or indirectly from any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet Services or network provider Services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond DDK's reasonable control and shall not affect the validity and enforceability of any remaining provisions.