

## 1. GENERAL TERMS

The Terms of Service constitute the agreement and understanding regarding the use of any or all of the Services, and any manner of accessing them, between You and RHUNA INFORMATION TECHNOLOGY CONSULTANTS CO. L.L.C, a company pending incorporation in the UAE, with the Commercial license no. 1337075 ("**Service Provider**").

CryptoDATA TECH SRL is a third party, providing technical services to Rhuna LLC for this platform and associated applications ("**Third Party Supplier**"). All rights are reserved to Rhuna LLC.

The platform exclusively offers services for exchanging your cryptocurrency assets for Rhuna tokens; we do not facilitate any services related to fiat currency transactions, including withdrawals or other fiat exchange services. For detailed information regarding the use of Rhuna tokens, please refer to the Terms and Conditions available on our website.

By visiting, accessing, or using [www.rhuna.io](http://www.rhuna.io), as well as associated application program interface or mobile applications and technology platform integrated therein ("**Services**"), You ("**User**" or "**You**") consent to the Terms of Service (the "**Terms**"). The Terms of Service constitute the agreement and understanding regarding the use of any or all of the Services, and any manner of accessing them, between You and Service Provider. If You do not agree to be bound by these terms, do not access or use the Services.

Our Services may include provide integrations, links or other access to third party services, sites, technology, content and resources (each a "**Third-Party Service**"). Your access and use of the Third- Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. You, and not Rhuna LLC, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Rhuna LLC enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using our Services are between you and the third party. Rhuna LLC will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

By clicking on the "SWAP" button or by visiting the Site, we may provide You with access and utility through our swap platform via software, API (application program interface), technologies, products and/or functionalities. The services that We offer through the Site (the "**Services**") are:

- An exchange of the crypto asset of one type, owned by You, to the Rhuna tokens at the terms and conditions set forth by such exchange parties, and which is executed solely and exclusively within the Services with crypto assets deposited to Your account. In no case shall the Services be deemed or construed to be a marginal trade;
- Service Provider undertakes deposit into the Customer Account, which is technically executed by Service Provider, in accordance with User's instructions.

For clarity, before reaching the milestone at which Rhuna Tokens are issued on the blockchain, your account will list only the quantity of future tokens you are eligible to receive. These tokens can be withdrawn only after the smart contract governing their issuance is deployed on the blockchain. Moreover, You should take into account the Vesting Periods for users as it is displayed within the Rhuna Terms and Conditions or within the Rhuna Whitepaper.

Service Provider does not provide You with financing services and thus, does not perform and support margin trading. You agree and understand that: (a) all swaps you submit through any of our Services are considered unsolicited, which means that they are solely initiated by you; (b) you have not received any investment advice from us in connection with any swaps; and (c) we do not conduct a suitability review of any swaps you submit.

We reserve the right to change or modify the terms and conditions contained in the Terms of Service, including but not limited to any policy or guideline of the platform, at any time and at our sole discretion. We will provide notice of these changes by posting the revised Terms of Service and changing the "Last updated" date at the top of the Terms of Service, or by emailing Users at their provided email addresses, or by any other means as determined by us at our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the website or at the instant that we transmit the information. These changes will apply at that instant to all then current and subsequent uses or Services.

You waive any right You may have to receive specific notice of such changes or modifications. Your continued use of this platform acts as acceptance of such changes or modifications. If You do not agree to the Terms in effect when You access or use the platform, You must stop using our Services. We encourage You to frequently review the Terms to ensure that You understand the terms and conditions that apply to your access to, and use of, the Services.

The Terms of Service and any terms expressly incorporated herein apply to your access to, and use of, any services provided by Service Provider. The Terms of Service do not alter in any way the terms or conditions of any other agreement You may have with the Service Provider for products, services or otherwise. If You are using the Service on behalf of any entity, You represent and warrant that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and (b) You are authorized to accept the Terms on such entity's behalf and that such entity agrees to be responsible to us if You violate the Terms.

You should read the Terms of Service, and any document referred to in them very carefully. If there is anything that You do not understand in the Terms and any document referred to herein, you should discuss this matter with us and seek the necessary clarification.

Any formal communication with You will be undertaken through electronic mail unless otherwise instructed. Documents will be sent to you by electronic mail and you should seek to send any documents to us by the same means. You will also be able to contact us telephonically.

Any formal communication with You will, unless otherwise agreed, be made in the English language. In the event of any discrepancy between the English language version of the Terms of Service or any such communications and any translation of the Terms of Service or such communications (as applicable) in a foreign language, the respective English version shall prevail.

## **1. DESCRIPTION OF SERVICES**

While we have made every effort to ensure the accuracy of the information on our website, the information and content on the website is subject to change without notice and is provided for the sole purpose of assisting Users to make independent decisions. We have taken reasonable measures to ensure the accuracy of the information on the website; however, we do not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any Services or products available through the website, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our platform. We will not have any liability for the use or interpretation of such information.

Users shall prepare devices and bear costs as follows: 1) internet-connected device, including but not limited to computer or other internet-connected terminals; 2) internet-accessing costs, including but not limited to internet fees, rental charges for internet-connected equipments, cellular data fees, etc.

You acknowledge and consent that the Services are provided by us according to its current technological capacity and other conditions. While we have made every effort to ensure continuity and security of the Services, we are unable to completely foresee and hedge legal, technological and other risks including but not limited to force majeure, virus, hacker attack, system instability, flaw in third-party services, act of government, etc. that may result in service interruption, data loss and other losses and risks.

When the system platform is unable to operate properly because of the following circumstances and the User is unable to access the Services or place or cancel an order, we assume no liability for damages. These circumstances include, but are not limited to:

- System downtime during maintenance;
- Telecom or Networking equipment issues;
- Typhoon, earthquake, tsunami, flood, power failure, war, terrorist attacks, and other force majeure factors;
- Any other issues, including hacker attacks, computer virus intrusion or attack, website or backend maintenance and upgrade, banking related issues, government regulation or mandates, and any other third party issues;
- Damages to Users or other third parties caused by third parties.

For abnormal swaps, market interruption and other abnormal conditions caused by system failure, network failure, distributed denial of service attacks (DDoS) and other hacker attacks and other unexpected factors, we have the right to cancel the abnormal swap results. We have the right to rollback all the swaps of a certain period of time.

We shall not ask for any password from our Users, nor shall we ask Users to transmit any funds, addresses, as applicable, that are not listed on the trading platform. We shall not be responsible for any losses caused by transmitting funds, addresses, as applicable, that are not listed on the trading platform.

Abnormal swap handling: While using the Services, You agree and acknowledge the possibility of discontinuity and disruption of the Services due to connectivity problems of the networks or other force majeure. Users shall make sure to provide only correct information. Service Provider does not assume any responsibility of any losses caused by the aforementioned situations due to your providing incorrect information that results our inability reaching out and explaining to You the handling procedures.

We have the right to know the purpose and background of the Users who use our products or services. Users should provide comprehensive and accurate information as required. If we have reasonable grounds to suspect that the User has provided false trading information, we are entitled to restrict the User from the use of some or all of our products and services temporarily or permanently.

## 1. RISK DISCLOSURE

Trading of crypto assets involves significant risk. The risk of loss in trading or holding crypto assets can be substantial. You should therefore carefully consider whether using the Services is suitable for You in light of your financial condition.

There is no assurance that our trading market will be orderly and stable. You should exercise prudence in trading in crypto assets (as well as any other assets).

The User shall bear any loss resulted in his/her own fault or error, including but not limited to: not in accordance with the swap prompts operation, not timely trading operations, forgetting or leakage of passwords, passwords are cracked, and/or the Users computer is invaded or hacked by others.

In the event of a potential loophole in the trading rules that unjustly enriches the User, we will contact the User to recover the gains. The User must effectively cooperate, otherwise, we will take actions, including, but not limited to restrictions on account swaps, freezing account funds, prosecution of the User in a court with right of jurisdiction and other recourse measures. In the event that the User does not cooperate, the User will also bear recourse costs.

Please note that:

- Under certain market conditions, you may find it difficult or impossible to liquidate Rhuna Tokens. This can occur, for example, when the market reaches a limit ("limit move") and there is insufficient liquidity in the market.
- Placing instructions in order to recover the swap, will not necessarily revert the swap, since market conditions may make it impossible to execute such instructions.

You agree to indemnify and hold service provider harmless against any claims, demands and damages, whether direct, indirect, consequential or special, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action, in contract, tort (including but not limited to negligence) or

otherwise, originated from or in any way connected with your use of our technology platform, including, but not limited to those arising from your personal error and misbehavior such as forgotten passwords, incorrectly constructed swaps, loss of your accesses etc.

Rhuna tokens and blockchain technology are new technology. In addition to these risks, there are other risks associated with Your swap, storage, transfer and use of the Rhuna tokens, including those that we may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of these risks.

## **1. ELIGIBILITY AND PROHIBITION OF USING THE SERVICES**

The Services are intended solely for Users who are 18 or older. By accessing or using our Services, You represent and warrant that You are at least 18 years old and have not previously been suspended or removed from the Services; have full power and authority to enter into this legal relationship and by doing so will not violate any other legal relationships; guarantee that your crypto assets, which you transfer to the Services are not sold, encumbered, not in contention, or under seizure, and that neither exist any rights of third parties to your crypto assets; use our Services with your own e-mail and for your own benefit and do not act on behalf and/or to the interest of any other person; are not Politically Exposed Person (PEP) or family member or close associate of the PEP. PEPs (as well as family members or close associates of the PEPs) are not allowed to use the Services. You also represent and warrant that You are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, nor restricted or prohibited from engaging in any type of trading by administrative law enforcement agencies.

Also, we may not make all of the Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Services from Restricted Locations, which at this time include the USA, Afghanistan, Belarus, Bosnia and Herzegovina, Burma (Myanmar), Burundi, Canada, Central African Republic, Cyprus, Donetsk, Ethiopia, Guinea, Guinea-Bissau, Haiti, Hong Kong, Lebanon, Luhansk, Malaysia, Moldova, Montenegro, Netherlands, Nicaragua, Russia, Sri Lanka, Tunisia, Turkey, Ukraine, Venezuela, Vietnam, Singapore, Germany, Lithuania, Malta, Spain, Bolivia, France, North Korea, Sudan, Crimea and Sevastopol, Republic of Cuba, Syrian Arab Republic, People's Republic of China, Japan, Republic of Iraq, Republic of Yemen, Federal Republic of Somalia, Republic of Congo, State of Libya, Republic of Liberia, State of Eritrea, Republic of Mali, Republic of Zimbabwe, Republic of Côte d'Ivoire, the Islamic Republic of Iran and any state, country or other jurisdiction that is embargoed, a jurisdiction where the local laws prohibit you at any time (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services. The content of the Terms shall not be excluded from the laws of the country or region under which the User belongs. As a result, if You do not meet these eligibility requirements, do not use our Services.

## **1. USER ADDRESS**

In order to use the full functionality of the Services a User Address shall be created. The Service Provider is entitled to assign the User Address to each User in a form the Service Provider thinks fit depending on the complexity of the Services provided upon its own discretion, including, but not limited to different combinations of characters (e.g. e-mail, special ID, etc.)

You are not entitled to assign and/or use your User Address to any third party, neither You can transfer your User Address details to any third party.

When creating your User Address you undertake to: - take full responsibility for all activities that occur under your User Address; - provide accurate and truthful information; - if the case, agree to pass through AML/KYC procedures which may be applied to You from time to time; - maintain and promptly update your User information; - promptly notify Service Provider if you discover or otherwise suspect any security breaches related to your User Address.

In case of your breach of the Terms, or any other event as We may deem necessary, including without limitation market disruption and/or Force Majeure event We may, in our sole discretion and without liability to you, with or without prior notice: suspend your access to all or a portion of our Services; or prevent you from completing any actions via the Services, including closing any open trade orders. In case the transferring resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event; or terminate your access to the Services, delete or deactivate your User Address and all related information and files in such account.

In the event of termination, Service Provider will return any crypto assets stored in your User Address and not owed to Service Provider, unless Service Provider believes you have committed fraud, negligence or other misconduct.

## **1. WITHDRAWAL OF RHUNA TOKENS FROM USER ADDRESS**

Rhuna tokens can be withdrawn only after the smart contract governing their issuance is deployed on the blockchain. Moreover, You should take into account the Vesting Periods for users as it is displayed within the Rhuna Terms and Conditions or within the Rhuna Whitepaper. You indemnify and hold service provider harmless against any claims, demands and damages, whether direct, indirect, consequential or special, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in contract, tort (including but not limited to negligence) or otherwise, originated from or in any way connected with your deposit/withdrawal transfer requested in violation of settled limitations. You may be charged fees by the third-party service you use to remit your User Address. Service Provider is not responsible for any third-party services' fees. You are solely responsible for your use of the third-party service, and you agree to comply with all terms and conditions applicable to any third-party service.

In some cases, when swapping your crypto assets to Rhuna tokens, the third-party service may reject your crypto assets to be processed, suspend the deposit/withdrawal transfer of your crypto assets, or be not able to support the transfer, or may otherwise be unavailable. You agree that you will not hold service provider liable for any claims, demands and damages, whether direct, indirect, consequential or special, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, originated from or in any way connected with such rejected or suspended etc. deposit/withdrawal transfers.

You acknowledge and understand that Rhuna Tokens will be allocated to your User Address once the Minting milestone is achieved. Until that point, your address will merely reflect the future issuance of Rhuna Tokens at the Minting milestone.

Subject to the terms and conditions of these Terms, We will use commercially reasonable efforts to record all transfers on a spot basis as soon as practicable. However, the timing associated with deposit/withdrawal of crypto assets depends inter alia upon the performance of third-parties services, and We make no guarantee that crypto assets will be swapped in any specific timeframe. You hereby understand and acknowledge, that any delays are possible; you indemnify and hold service provider harmless against any claims, demands and damages, whether direct, indirect, consequential or special, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the transfer delay, whether originated from our fault or not.

## **1. CRYPTO ASSET SWAP**

When you submit a new swap order via the Services, you authorize Service Provider to: record a transfer of Your crypto assets from/into/on your User Address and to reserve the Rhuna tokens on your User Address in accordance with such swap order.

You acknowledge and agree that, respective to your swapping activity, Service Provider does not act as your broker, intermediary, agent, or advisor or in any fiduciary capacity.

Once your swap order is executed, a confirmation will be electronically made available via the Services detailing the particulars of the transfer. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such swap.

We may, at any time and in our sole discretion, refuse to perform any transfer requested via the Services, impose limits on the transfer amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice.

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

You may only cancel a swap request initiated via the Services if such cancellation occurs before Service Provider executes the swap. Once your swap request has been executed, you may not change, withdraw or cancel your authorization for Service Provider to complete such swap. If User's instruction has been partially filled, you may cancel the unfilled remainder unless the Service Provider has sent the execution request to the third parties. While We may, at our sole discretion, reverse a swap under certain extraordinary conditions, a customer does not have a right to a reversal of a swap.

If you have an insufficient amount of crypto assets complete a swap, We may cancel the entire swap or may fulfill a swap order using the amount of crypto assets currently available, less any fees owed in connection with our execution of the swaps.

It is your responsibility to determine what, if any, taxes apply to the swaps you complete via the Technology Platform, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Service Provider is not responsible for determining whether taxes apply to your transfers or for collecting, reporting, withholding or remitting any taxes arising from any swaps and does not act as your tax agent.

Service Provider reserves the right to close any of your User Address and to reject any User's swap instructions in case if: (i) Service Provider determines that you are accessing the Services from any of the restricted jurisdictions listed above, or (ii) you have given false representations as to your location of incorporation, establishment, citizenship or place of residence.

When accessing or using the Services, you further represent, agree and warrant, that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our the Services. Without prejudice to the generality of the foregoing, you represent, agree and warrant, that you will not:

- Customers shall not apply circumvention or obfuscating technologies to disguise their IP addresses or to hide the details of the swap;
- Customers shall not create or distribute any technologies which infringe or which would assist other customers to infringe the terms hereof including for disguising IP addresses or to obfuscate details of the swap;
- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using the Services with full functionality, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Use the Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or any other illegal activities;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by Us to access the Services or to extract data;
- Use or attempt to use another User Address without authorization;
- Attempt to circumvent any content filtering techniques We employ, or attempt to access any service or area of our Services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information;
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

You indemnify and hold service provider harmless against any claims, demands and damages, whether direct, indirect, consequential or special, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, originated from or in any way connected with invalidity or breach of any of the warranties, representations and covenants of this section and the entire terms.

## **1. REFUND POLICY**

The initiated swaps are non-refundable due to the absence of external factors. Service Provider reserves the right to review swap refund requests in the aforementioned statuses on a case-by-case basis.

In order to request a refund, the User should contact Support through the official communication channels: by e-mail at [connect@rhuna.io](mailto:connect@rhuna.io). We are not responsible if the User discloses information on the User's swaps to third parties or applies for a refund through channels other than indicated. Users should not trust personal messages or inquiries submitted by individuals claiming to represent Services Provider. If you cannot confirm that this is an official request from Services Provider, please contact us directly at [connect@rhuna.io](mailto:connect@rhuna.io).

Services Provider offers users to receive a refund to the original address or to the refund address entered during the creation of the swap. However, in some cases Services Provider reserves the right to offer a refund to the original address as the only possible solution.

Upon conducting refunds, the support service reserves the right to request additional confirmation of the deposit ownership by the User in the required form.

Upon forwarding the refund to the User the payment required to cover the network commission may be charged from the original deposit amount.

Services Provider shall not be liable for any funds sent to fake phishing sites that imitate the original Rhuna project. User should make sure that User is visiting the correct domain [www.rhuna.io](http://www.rhuna.io).

## **1. CHANGE, INTERRUPTION, TERMINATION, AND DISCONTINUANCE OF SERVICES**

**Service Change and Interruption:** We may change the Service and/or may also interrupt, suspend or terminate the service at anytime with or without prior notice.

**Service Discontinuance and Termination:** we reserve the right, in our sole discretion, to discontinue or terminate the services provided to you without notice, temporarily or permanently, including, but not limited to, the following cases:

If the personal information you have provided is not true, or inconsistent with the information at the time of registration and you have failed to provide reasonable proof (please remember, according to the laws or regulations you should submit true information);

If you violate the relevant laws and regulations or this agreement;

If required by any provisions of the laws and regulations, as well as the requirements of relevant government authorities;

For security reasons or other necessary circumstances.

## **1. PROMOTION AND MARKETING**

You do hereby acknowledge that you shall seek a prior expressed approval of the Service Provider before utilizing any promotional materials in order to advertise and market the Services and products of the Service Provider. Any use of the promotional materials relating to the marketing of the Services without Service Provider's prior approval, as well as execution of any inappropriate way of marketing is forbidden and any such act will force us to initiate action.

You do hereby further acknowledge that Service Provider grants you a non-exclusive, limited and non-transferable license to use the Service Provider's trademarks, service marks, logos, slogans and any other brand content on the promotional materials. The license hereby granted shall terminate upon termination of the agreement, as well as upon simple limitations imposed on you at Service Provider's sole discretion due to violation of the terms or our belief of violation. The Service Provider shall retain ownership of approved promotional materials. You shall immediately delete, remove, withdraw any promotional materials at your possession upon termination of the agreement.

You are not allowed to perform the following ways of advertising, marketing and promotion, which the Service Provider categorizes as inappropriate ways of the same. Please note that the final decision on categorizing a particular way as inappropriate way stays by the Services Provider. We may terminate your affiliate account, limit your use of the Services, suspend any payments due, as well as your balance at our own discretion in case we believe you violate any of the terms hereby stated.

You shall not:

- Use any illegal and/or spam method of advertising, such as: unsolicited email, unauthorized placing of the link in forums, newsgroups, message boards, etc.;
- Bidd on keywords and phrases containing the Service Provider trademark, or variations or misspellings of the trademarked term on pay per click or pay per impression campaigns on the search engines without our prior approval;
- Use the Service Provider website(s) as display URL in paid media ads and to direct-link or redirect to the Service Provider Website(s);
- Use non-unique copyright infringing content to promote Service Provider;
- Use traffic generated by pay to read, pay to click, banner exchanges, click exchanges, PPV advertising, pop-up/under, or similar methods;
- Provide cash backs, rewards or any other kind of incentives to obtain the sale without our prior approval;
- Offer price savings methods, including coupon(s), voucher(s), discount codes, or added value offers without our prior approval;
- Use our advertising and promotional materials, trademark or name in a way that negatively affects our image;
- Use iframes or any other techniques or technology that places your affiliate tracking cookie in any means other than an actual click-through;
- Use link cloaking or masking techniques or technology with the goal to promote Service Provider on websites and/or networks not explicitly listed in your affiliate profile and hiding that traffic source;
- Use lewd, obscene, illegal or pornographic material, or any other material that is deemed to be objectionable on your website(s). This includes, but is not limited to, bigotry, hatred, pornography, satanic materials, trademark and copyright materials, all content of an adult nature, etc. The declaration of any materials as such is subject to our reasonable opinion;
- Use keywords and phrases containing the Service Provider trademark or any other variations or misspellings confusingly similar to Service Provider trademark, name, logo or domain name, without our prior approval, on your domain name(s), company name, logo, trademark, product(s), project(s), service(s);
- Use keywords and phrases that contain or are confusingly similar to third-party trademarks, names, logos or domain names unless you have been duly authorized by the trademark owner, on your domain name(s), company name, logo, trademark, your product(s), project(s), service(s).

You may integrate paid advertisement on Your web resources in order to promote the Services and products of the Service Provider subject to the following conditions:

- Service Provider's written approval has been obtained by You at least 7 (seven) days prior integration of paid advertisement on Your web resources;
- Service Provider's written approval has been obtained by You towards key words to be used for paid advertisement which will lead users to Your web resources (there are restrictions on branded key words use, such as «simple swap» etc., which please note);
- You have provided Service Provider with access to Your Google Ads account with the at least right to observe the data.

#### 1. **INTELLECTUAL PROPERTY**

Unless otherwise indicated by Us, Service Provider IP is the proprietary property of Service Provider or our licensors or suppliers and is protected by international copyright laws and other intellectual property rights laws. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Service Provider IP for your personal or business use solely for the purposes of regular use of the Services. The license granted will automatically terminate if We suspend or terminate your access to the Services.

#### 1. **THIRD PARTY CONTENT**

Through the Services, You will have the ability to access and/or use content provided by third parties. The Service Provider cannot guarantee that such third party content will be free of material you may find objectionable or



otherwise. The Service Provider disclaims any responsibility or liability related to your access or use of any third party content.

## **1. DISCLAIMERS AND LIMITATION OF LIABILITIES**

By accessing and using any of our products, 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), so-called stablecoins, and other digital tokens such as those following the ethereum token standard (erc-20).

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.

You acknowledge that we are not responsible for any of 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 any of our products. accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the services. Except as expressly provided to the contrary in a writing by Us, our services are provided on an "As is" and "As available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

The Services are accessible 24 hours per day, 7 days per week. However, the Service Provider reserves the right, without providing notice or compensation, to temporarily suspend the website or access to the website in order to carry out work including, but not limited to: updates, maintenance operations and amendments to the servers, etc.

We may provide information about tokens in our products sourced from third-party data partners through features such as rarity scores, token explorer or token lists (which includes the Rhuna default token list and Rhuna expanded list hosted at [tokenlists.org](https://tokenlists.org)). we may also provide warning labels for certain tokens. The provision of informational materials does not make swaps in those tokens solicited; we are not attempting to induce you to make any swaps as a result of information provided. All such information provided by any of our products is for informational purposes only and should not be construed as investment advice or a recommendation that a particular token is a safe or sound investment. you should not take, or refrain from taking, any action based on any information contained in any of our products. By providing token information for your convenience, we do not make any investment recommendations to you or opine on the merits of any opportunity. You alone are responsible for determining your decisions based on your personal objectives, financial circumstances, and risk tolerance.

We have no liability to you or to any third party for any claims or damages that may arise as a result of any swaps that you engage in via any of our Services. Except as expressly provided for herein, we do not provide refunds for any purchases that you might make on or through any of our Services.

We make no warranties or representations, express or implied, about linked third party services, the third parties they are owned and operated by, the information contained on them, assets available through them, or the suitability, privacy, or security of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of third-party services, third-party websites, applications, or resources. We shall not be liable under any circumstances for damages arising out of or in any way related to software, products, services, and/or information offered or provided by third-parties and accessed through any of our products.

Except as otherwise required by law, in no event shall service provider, our directors, officers, members, employees or agents be liable for any direct, indirect, consequential or special damages, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our services or the service provider ip, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from service provider, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance,

whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to service provider's records, programs or services.

To the maximum extent permitted by applicable law, in no event shall the aggregate liability of service provider (including our directors, officers, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of, or inability to use, or to these terms exceed the USD 1.000.

## **MISCELLANEOUS**

**Separability:** If any provision of this Terms is deemed to be unlawful, invalid or unenforceable for any reason, such provision shall be deemed to be divisible and shall not affect the legal effect of any other provision.

**Complaints:** If you have any complaints, feedback, or questions, please contact our Customer Service at [connect@rhuna.io](mailto:connect@rhuna.io). When you contact us, please provide us with your name and email address and any other information we may need to identify you, and the swaps on which you have feedback, questions, or complaints.

**Miscellaneous:** These Terms set forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. No term or condition of any other document provided to Service Provider which is different from, inconsistent with, or in addition to the terms and conditions set forth herein will be binding upon the Parties. You represent and warrant that all information disclosed to Service Provider in connection with these Terms are true, accurate, and complete.

**Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Service Provider, including by operation of law or in connection with any change of control. Service Provider may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

**No Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

## **APPLICABLE LAW AND VENUE**

The Terms and your use of the Services will be governed by and construed in accordance with the laws of England and Wales. You agree that any action at law pursued by You and arising out of or relating to the Terms not subject to arbitration (as set forth below) will be filed only in the Court in the jurisdiction where Service Provider is respectively registered and You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such court over any suit, action or proceeding arising out of the Terms.

## **ARBITRATION**

You and Service Provider ("All Parties") agree to arbitrate any dispute arising from these Terms or relating to the Service, except that you and Service Provider are not required to arbitrate any dispute in which either party seeks other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. You and Service Provider agree that you will notify each other of any dispute within 30 days of when it arises, that you will attempt informal resolution prior to any demand for arbitration and that arbitration will be conducted confidentially by a single arbitrator. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you nor Service Provider will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in by a private attorney general or representative capacity, or consolidated claims involving another person, if any Party is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from these Terms and the remaining obligations relating to arbitration shall continue in full force and effect.