

Polars

Official

Disclaimers

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General terms and conditions of joining the service

This agreement (offer) is made so that before using Polars.io service you can evaluate all possible risks that exist when you use digital cryptographic assets such as tokens created on this or that blockchain platform.

In addition, we are not aiming to make profit or permanent income, but to create an innovative tool for collaboration according to the principles of p2p systems, among others, such as blockchain, smart contracts, DAO (decentralized autonomous organizations), DeFi (decentralized financial interaction tools).

This offer (Agreement) is an integral part of the Polars.io General Terms of Service (hereinafter - Service) as well as of the Privacy Policy and other supplements and/or annexes.

*If you do **NOT** agree with any provision (clause, paragraph, etc.) of the Agreement and/or Rules, you cannot accept them (or at least one of them) either in whole or in part, because acceptance of the Agreement and/or Rules implies full reading and acceptance of all terms of the Agreement and/or Rules.*

No provision (data/information) contained in the Agreement and/or Rules will be construed as a recommendation and/or advice, financial and/or otherwise, nor does it constitute a guide (incitement) to action. All actions based on the provisions of this Agreement shall be performed at the User's own risk and based on the User's own assessment of all circumstances: the Administrator and/or its affiliates will not be liable for the consequences of such actions (omissions) as they will not have the right to limit the rights and capacity of Users.

Non-technical disclaimers

General legal disclaimer

This Agreement as well as the Rules in general, is based on generally recognized principles and norms of international law, as well as on the principles of reasonableness, fairness and openness, because the majority of legal issues raised by the Service, is not solvable from the position of a particular (single) jurisdiction.

At the same time we as the creators of the Service (the collective category of us is just the Administrator) impose a number of restrictions, not related specifically to the risks of specific jurisdictions, but with the approaches of regulators who do not apply the principles and general rules, but solving the problems of interaction with different startups, platforms, services and resources in the ad hoc mode.

No part of this Agreement or these Terms may be interpreted in terms of investment law, securities and/or derivatives market law, or any laws on financial, banking and credit institutions, because the sole purpose of the Service is to create mechanisms for interaction between the Users of the Service (hereinafter - the Users) by way of integrating their requests, either through market research or through individual requests by the Users.

It is for this reason that while Tokens can technologically be realised on the DEX and other resources, they are in no way investments, currency, securities, things, nor is their exchange an exchange of currency, securities or things or any other financial instrument (the process of exchanging such an instrument).

At the same time, the Service is being developed as a p2p integration tool, i.e. it allows the Users to define the functions, purposes and the use of the Service and/or its individual (components) parts at their own discretion and at their own risk, taking into account that the peer-to-peer interaction between the Users implies their sole personal responsibility to each other, as well as to the third parties.

For this reason, the User guarantees that by accepting this Agreement (Rules) and using the Service, they have the necessary legal capacity and capability, and do not intend to restrict anyone's legitimate interests, freedoms, rights and undertake to use (use) the Service only for legal (legally permitted) purposes and by using (using) only legal methods to resolve any situations, including, but not limited to, disputes: In any case, the User undertakes, prior to any dispute, to file a claim with the Administrator and/or other User, which will be considered within 15 (fifteen) calendar days of receipt (filing).

Based on the foregoing, the User acknowledges the global nature of the Internet, as well as all other networks included in the Web 3.0 format (hereinafter also - the Web) and agrees to comply with all local and international rules and/or regulations (principles) concerning the conduct on the Web: in addition, the User agrees to comply with all applicable rules, principles affecting the transmission of content of any kind through the Service, providing principles of equality, openness, privacy and observance of other generally accepted principles and/or regulations internationally.

The User also understands that the Administrator does everything for the safe and stable operation of the Service and therefore his instructions are unquestionable and reasonable, regardless of whether they refer to general conditions or directives for a specific User.

Jurisdiction Disclaimer

By accepting this Agreement, you represent (warrant) that you are NOT a United States citizen and/or resident of the United States of America, nor do you represent any United States citizen and/or resident.

At the same time, you understand that the Service is designed (created) in such a way that when you register (authorize) in it, you can not perform this operation (registration / authorization) from the IP-address, allocated in the United States and/or the territory, legally dependent on USA: any actions carried out from such IP-addresses, including those that are issued by VPN and/or other anonymization services, automatically blocked by the Service.

Also, you may not distribute information to citizens and/or residents of the United States about the Service to the extent that you allow them to use the Service, because you acknowledge that such restrictions are not discriminatory, but only in order to protect such persons, due to the patchwork of laws in the United States governing cryptocurrencies,

tokens, other crypto-assets, and various tokenization platforms, DeFi products and/or other decentralized and/or distributed solutions.

Accordingly, any method of circumvention (workarounds) of this legal taboo means unconditional and complete violation of the Agreement in its essential part: whether it is the use of VPN-services, hiring of third parties by US residents (citizens) and/or other ways to intentionally deceive the Service and/or Administrator.

Under applicable law, the Service reserves the right to choose (designate) the jurisdiction for its activities and may restrict and/or completely prohibit the use of the Service, as well as any part of the Service in a number of jurisdictions, based on its own beliefs, current legal practice and other objective (subjective) circumstances, as it operates on the principles of DEX solutions and p2p-technology in general.

Service also informs you that the work (activities) of all third-party resources is not within the power (zone of influence) of Service and/or Administrator and therefore we can not influence in any way the rules of these services (applications, sites, other resources), but strongly recommend you not to use them if they conflict with this subsection of the Agreement and/or its other conditions (rules).

Transactions disclaimer

If in your jurisdiction there is any limitation on: the volume of token transactions, on the nature of such transactions, as well as other legal requirements and/or establishments in the form of imperative and/or other norms enshrined in laws and/or bylaws, you are obliged to control the observance of such conditions yourself, as the Service works in automatic mode and cannot customize conditions of token purchase-sale for any individual persons.

If you find out about the execution of any illegal (non-legal) transaction on our Service, please inform us of it, specifying at least: the time of the transaction, the parties to the transaction, as well as - other important to identify (verify) the transaction parameters. To encourage such actions on the Service has a special bounty program, which confirms the Administrator's concern about the purity of any legal issues arising from the use of the Service.

Transactions with digital, cryptographically secured, assets of the Service (hereinafter also - Tokens) can be made on any compatible DEX-platforms and DeFi-platforms, but they are not investments, currency, securities, things, nor is their exchange currency, securities or things, and/or any other financial instrument (the exchange process of such instrument), because the **Token itself has no declared (intrinsic) value**, except for the one determined by the Users, and, consequently, the Token can only act as a digital commodity under the agreement (consent) of the Users, although originally created as a bearer digital cryptographic asset.

The provisions of this and/or any other section (subsection and/or any other part) of the Agreement apply irrespective of the exact name of the transaction: transaction, contractual settlement, etc. The same provision applies to any other general categories (concepts/terms).

Technical disclaimers

Disclaimers by platform

Because the Service uses various decentralized and/or distributed resources (services), which in turn adhere to the open source concept (hereinafter also - the Systems), the Service and/or the Administrator cannot guarantee that any errors (failures) in software (hereinafter - the software) updating of these Systems and/or its components, changes (additions) of consensus and/or in other circumstances are absolutely impossible, so the User acknowledges this fact and uses (applies) the Service and/or its components

At the same time, the User undertakes to use (apply) when using the Service and/or its components licensed software, including but not limited to: operating system, browser (program for viewing Internet sites), wallets for integration with Systems (regardless of the name, model and other parameters of the wallet and other factors), other programs of the application level; also when connecting to the Service the User will use only legally allowed connection access to the Network.

The User undertakes not to use any unlawful (immoral) actions against the Service, Systems, Users, including but not limited to

- not to use any malicious code (viruses, Trojans, zero-day vulnerabilities, SQL and other injections, and any other malicious software regardless of the form (type), name, programming language in which the software is created, and other factors);
- not to apply any SPAM techniques to Users, Systems, Service.

The Service is created (developed) by the Administrator and is open source software, i.e. it can be used for any purpose that does not contradict the generally accepted principles and norms of international law, as well as morality and ethics.

No one can guarantee full (100%) uptime of the Service due to the specific architecture of the Systems, so the User must foresee such (possible) failures (downtime) when interacting with the Service.

The User may be blocked from using the Service by voting by other Users or by other technical means available on the Service and/or Systems if the User's actions violate the terms of use of the Service and/or other breaches of the Agreement and/or any of its provisions.

Disclaimers by tokens

The Token (hereinafter referred to as Token) is a digital asset, issued by the Systems and on the Platform, which has several levels of cryptographic protection, with no intrinsic value other than purely utilitarian, i.e. as some subjective value, transferred between Users through modern high-tech solutions, based on the achievements of the Systems and general principles of p2p-transfers.

The source code of the Token may not be flawless: due to human and objective factors, i.e. it may contain certain flaws, errors (defects). Such defects, if any, may jeopardize the usability, stability and/or security of the Token and, consequently, may negatively affect the value of the Token: The User must consider such factors when dealing

with the Token. Therefore, the Service (Administrator) is not liable for any loss arising from the operation of smart contracts, Systems and/or otherwise, from the use or inability to use the Token.

The very nature of the Token, its technical and other characteristics require a thorough understanding of the Systems and all p2p technologies in general, therefore without knowing these properties, the User undertakes not to use the Token and/or the Service and/or the Systems.

Never interact in any way with the Service unless you have a full understanding of all the constituent elements and their normal operation (interaction) within the distributed and/or decentralised systems used by the Service as a backend and/or frontend: the fact of using the Service confirms your knowledge (competence) of such technologies and techniques for their application (use) in practice.

Privacy and related disclaimers

Although we strive to preserve your anonymity, privacy and confidentiality, we cannot guarantee them in full, based on the architecture of decentralized and distributed systems that underlie the architecture (structure) of our Service: that is, we cannot limit the full openness of transactions, wallets (accounts) and/or other parameters, which directly depend on the technical tools (services) used.

At the same time, we strive to collect a minimum of your personal data, respecting the principles of anonymity and confidentiality to the extent required by the terms of the p2p services, which means that the Service does not use any technical or other analytical tools other than those required for its normal operation, does not collect excessive data from Users (usually - the purse (account) address for tokenization), does not perform any complicated identification procedures, unless otherwise directly following from the current law of Ukraine.

At the same time, the User can always carry out a voluntary and full identification, if it is required by the legislation (law) of his country of location, permanent residence (domicile) and/or country of citizenship, including to prove that he is not a citizen (resident) of the USA.

Therefore, all geo- and other data will only be used in an impersonal form, unless otherwise violated by this Agreement.

Therefore, if you consider the level of data protection (including possible personal data) provided by the Service to be insufficient, you must immediately refuse to use the Services and/or any of its component parts.

Acceptance and validity of the agreement

The Agreement is written in Russian, English and other languages: the primary language is English, therefore if the User does not know and/or does not have a sufficient command of English, he/she should consult a professional translator. All discrepancies

between the English version of the document and the versions in other languages shall be interpreted in favour of the document in English.

The Agreement may be amended (supplemented, supplemented or otherwise modified) by the Administrator at any time and the User shall be notified thereof by the available means of communication.

The acceptance of this Agreement is made when the User registers on the Service and the acceptance signifies acceptance of all the terms of the Agreement and that the User has read this Agreement in full and has accepted (understood by them) in full.

This Agreement is valid indefinitely and may be updated (changed) by the Administrator and/or by other means available on the Site (e.g. by voting) at any time, which will be communicated via the Site, the decentralized applications of the Site, and/or by other available and open (public) means.