# **TERMS OF USE**

The RemusDEX (Protocol) is a crypto marketplace protocol.

The frontend and backend is run by the company **Carmine Finance s.r.o., ID 173 25 803**, with its registered office at Sokolovská 425/130, 186 00 Praha -- Karlín, Czech republic, e-mail <a href="mailto:business@carmine.finance">business@carmine.finance</a>, and we operate the website hosted interface for you to access the Protocol, available at remusdex.xyz (Interface).

At the very beginning it is important to explain that:

- we only operate an access point to the protocol, not the trading protocol itself;
- within the user interface, there are no added activities and functionalities from our side that would be part of the matching of trades and the overall functioning of the protocol, i.e. we really only serve as a display of what is happening within the protocol;
- there can be more access points, activities in the protocol are not tied to specific access points;
- we cannot influence the activities in the protocol in any way, nor can we remove any errors;
- contracts for transactions carried out within the platform are not governed by the T&C of the company, but it is up to the parties to conclude a contract if necessary.

These Terms of Use (Terms) and any terms and conditions incorporated herein by reference govern your access to and any way of use of the Interface. You must read the Terms carefully. By accessing, browsing or otherwise using the Interface, or by acknowledging agreement to these Terms on the Interface, you agree that you have read, understood and accepted all of the Terms and you have to ensure the representations and warranties set out in these Terms remain true and accurate at all times.

You also agree that you understand that there are inherent (even financial) risks associated with crypto assets, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that we are not responsible for any losses or damages associated with these risks.

By accessing and using the Interface, you represent that you understand that:

• the use of Interface, Protocol and cyptographic and blockchain based systems has many inherent risks and you have a working knowledge of the usage and

intricacies of blockchain based crypto assets;

- the markets for blockchain based crypto assets and projects are highly volatile due
  - to factors that include, but are not limited to, adoption, speculation, technology, security, and regulation; and
- the cost and speed of transacting with blockchain based systems are variable and may increase or decrease, respectively, drastically at any time,

You agree that you assume all risks in connection with your access to and use of the Interface. You 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 access to and use of the Interface.

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. We have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Interface and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

#### **ELIGIBILITY**

If you use the Interface, you state that you are legally capable of entering into binding constracts and you have the capacity to fulfill all obligations under these Terms.

You cannot use the Interface if you have been previously suspended or removed from accessing or using the Interface.

# **ACCES TO INTERFACE**

By accessing and using the Interface, you warrant on a continuing basis that you are not a sanctioned person or restricted person and you are not accesing the Interface on their behalf or as a party to the transaction with sanctioned person or restricted person.

Note, that using the VPN or any other privacy or anonymisation tool is strictly forbidden.

You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the Interface. Your use of the Interface is prohibited by and otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity.

## **FUNCTIONALITY, USE AND RISKS**

We reserve the right to disable access to the Interface at any time in the event of any breach of the Terms, including without limitation, if you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the Interface by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Interface being inaccessible to you at any time or for any reason.

By accessing and using the Interface, you acknowledge, understand and agree that the Interface may be inaccessible or inoperable for any reason from time to time and it may evolve which means we may apply changes to, replace or discontinue any parts, functions or features of the Interface at any time in our sole discretion.

You are solely responsible for all interactions you have with the Protocol, including any transactions, executions or transfers associated with your crypto assets, and you bear all risk associated with any such interactions,

We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of your interactions related to the Protocol and we are not responsible for ensuring that any of your interactions will be confirmed on the relevant blockchain and we do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions. We do not act as agent for any of the users.

All information provided in connection with your access and use of the Interface is for informational purposes only and should not be construed as professional advice.

Simplified, all use of the application is at your own risk and we can interfere with the application at any time and in any way.

Information that you provide to us keep accurate, complete and current, maintain the security and confidentiality of your private keys associated with your wallet address, passwords, API keys, private keys and other credentials.

## **RESTRICTIONS**

When accessing and using the Interface you must not:

- breach these Terms,
- infringe on or violate any copyright, trademark, service mark, patent, right of

- publicity, right of privacy, or other proprietary or intellectual property rights under the law:
- engage in any improper or abusive trading practices, including any fraudulent act or scheme to defraud, deceive, trick or mislead;
- seek to defraud us or any other person, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- use the Interface in any manner that could interfere with, disrupt, negatively
  affect, or inhibit other users from using the Interface, or that could damage,
  disable, overburden, or impair the functioning of the Interface in any manner;
- circumvent any filtering techniques, security measures or access controls implemented on the Interface,
- use any automated means to extract data, or to introduce any harmful material into the Interface;
- use or access the Interface to enter into transactions involving the transfer of crypto assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism financing or tax evasion;
- use the Interface from a jurisdiction (including an IP address in a jurisdiction)
   that we have
- determined as a jurisdiction where the use of the Interface is prohibited; harass, abuse or harm another person;
- impersonate another user of the Interface or otherwise misrepresent yourself; use the Interface in any way that is libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable, or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance or violent acts against others;
- use the Interface in a manner that seeks to interfere with or compromise the proper functioning of any hardware or software.

Simplified, you cannot breach these Terms or any Applicable Law and you cannot act unfairly, fraudulently or otherwise criminally.

# **DISCLAIMERS**

You understand that the Protocol is not controlled by us. We do not have access to your private key and cannot initiate an interaction with your crypto assets. We are not responsible for any activities that you engage in when using your wallet, or the Interface.

We only operate an Interface through which you can access the Protocol however we have no oversight or responsibility for any of your interactions with the Protocol or

other users.

We disclaim all representations and warranties and we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title,

non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects. We reserve the right to limit the availability of our Interface to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

You understand that we are not registered or licensed by any regulatory agency or authority. No such agency or authority has reviewed, approved or control the use of the Interface.

You understand and agree that your use of the Interface is at your sole risk. We do not represent or warrant that the Interface, code and any related information are accurate, complete, reliable, current or error-free. The Interface is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non- infringement. You acknowledge that 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.

### INTELECTUAL PROPERTY

We are owners of all intellectual property and other rights in the Interface and its contents, including, but not limited to, software, images, text, copyrights, patents, trademarks, service marks, and designs. Unless expressly authorized by us, you may not modify, adapt, rent, copy, license, sell, publish, distribute, or otherwise permit any third party to access or use the Interface or any of its contents. The source code is under the MIT license and follows its terms.

By submitting any feedback, you agree that we are free to use such feedback at our discretion and without additional compensation to you. If necessary under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your feedback for any purpose.

# PERSONAL INFORMATION

The only information we collect is your blockchain wallet address and information, completed transaction hashes and user interactions with the Interface. We do not collect any personal Information unless required under Applicable Law or with your prior consent.

### LIABILITY

Our liability is limited to providing you with access to the Interface. To the maximum extent, and

to the extent that our liability is not otherwise limited by this part of any other term of these Terms,

in no event will we be liable for any consequential loss.

Under no circumstances shall we or any of our co-worker be liable to you for any 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 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) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (c) interruption or cessation of function related to the Interface; (d) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (e) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Interface; and (f) the defamatory or illegal conduct of any third party.

## **GENERAL**

We may modify, update and change any of the terms and conditions contained in these Terms in our reasonable discretion from time to time.

Any subsequent access, viewing or use of the Interface will constitute your acceptance of any new or modified terms. If you do not agree with any new or modified terms, you must immediately cease using the Interface.

These Terms are governed by the jurisdiction of the Czech republic and any dispute will be governed by and construed in accordance with the laws of the Czech republic.

If a provision of these Terms or a right or remedy of a party under these Terms is invalid or unenforceable in a particular jurisdiction, it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability and it does not affect the invalidity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction. This clause is not limited by any other provision of these Terms in relation to severability, prohibition or enforceability. Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms is not affected.

All provisions contained in these Terms, which by their nature extend beyond the expiration or termination of these Terms, will continue to be binding and operate after the termination or expiration of these Terms.

Restricted person means a person, entity, organisation, company, trust, partnership, estate, resident, citizen or agent of, or incorporated in, governed by or established under the laws of, Australia, the United States of America, Iran, Iraq, Libya, Mali, Nicaragua, Cuba, Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe, Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Democratic Republic of Congo, the regions of Crimea, Donetsk or Luhansk, or any other country or region that is notified by us as a restricted region from time to time.

Sanctioned Person means a person, resident, citizen or agent of, or incorporated in, any jurisdiction which is listed on any economic or trade restrictions, sanctions or embargo list or specifically designated persons lists published by international organisations, as well as any state and governmental authorities of any jurisdiction, including, but not limited to the lists of United Nations, European Union and its Member States, United States of America, United Kingdom and Australia sanctions lists.

These Terms become effective on 1 January 2025