

## Terms and conditions for use of JellySwap

### I. General Terms

#### 1. Scope of regulation

1.1 The current Terms and conditions for use of JellySwap (“the Terms”) regulate the mutual rights, obligations and duties that arose or may arise between users and the operator of the Platform. By using any services made available through the JellySwap website (<https://jelly.market/>), users agree that they have read, understood and accepted the terms and that their actions would fully comply with them, as well as our Privacy Policy and Consent Form which have incorporated the GDPR regulation. The operator of the platform and the users (no matter if physical or legal person/s) agree to be legally bound by the terms without any limitations, exemptions, jurisdictions and additional conditions etc.

#### 2. Legal capacity

2.1 By using the Website, the platform and all of its functionalities users declare and warrant that they are:

2.1.1 At least 18 years old and have full legal capacity to contract under applicable law or are a representative of a legal person or other contractual formed entity, and are empowered to fully act of its behalf including with the powers dispose in any way with its material or non-material assets.

2.1.2 All digital assets exchanged by the users on the platform are legally obtained, belong to the users, or they have received authorized written consent in case of coownership for the disposal.

#### 3. Acceptance and presumption of acceptance

3.1 By accessing the website (<https://jelly.market/>) no matter the platform used for access, through technical means and/or personal intermediate users agree and accept the Terms and conditions for use of JellySwap (“the Terms”) and all applicable laws, rules and regulations, and agree that they are responsible for compliance with, and that are compliant with the aforementioned.

3.2 If users do not agree with any of our Terms, they are prohibited from using or accessing the Website and/or platform including all of its functionality and they are obligated to immediately cease any activity which may be considered as “use” and leave the webpage on address <https://jelly.market/> or its derivatives and connected domains.

3.3 By using the webpage on address <https://jelly.market/>, and/or the platform including all of its functionalities your act is considered as acceptance of the

Terms and declaration that you are compliant with, all applicable laws, rules, and regulations.

#### 4. Modifications of the Terms

4. JellySwap may revise the Terms at any time and without further notice to the users or third parties. The revision enters into force at the moment they are published on the website in section "Terms & conditions". For prevention of disputes in regards to Terms and conditions the operator marks the version of applicable terms and conditions with date and time of the moment of publish. Users are obligated to review and verify for modifications of the Terms at the time of each use of the website and/or platform including all of its functionalities.

#### 5. Platform credentials

5. JellySwap is an online website and platform and is owned and operated by Wei Chain EOOD, a company established in Bulgaria under the Bulgarian legislation, registered before the commercial register with UIC: 205121004, and headquarters: Sofia 1000, Bulgaria, Triaditsa str. 5b, email: support@weichain.tech.

#### 6. Taxes

6. Users are exclusively responsible to determine what, if any, taxes apply to the exchanges they make and to determine and apply the correct tax to the appropriate tax jurisdiction under which they are regulated. The platform and the operator are not responsible for determining whether taxes apply to users transaction, or for collecting, reporting, or remitting any taxes arising from transactions. At the moment of publication of the current Terms crypto to crypto transactions are not subject to taxation according to Bulgarian tax laws regarding native physical or legal persons.

### II. Functionality

#### 7. Functionality of the platform.

7.1 JellySwap provides users with on-line decentralized platform with functionality allowing user to user exchange with Digital assets at their own discretion, risk and responsibility. As Digital assets are considered cryptographic tokens, digital tokens or cryptographic currency and its derivatives. The platform also allows users to present new cryptographic tokens or cryptographic currency which are not yet distributed.

7.2 JellySwap is decentralized platform that runs Smart contracts with functionality that allows users to exchange crypto assets between each other. The use of Smart contracts created in Ethereum environment allows the applications to run exactly as programmed without necessity of third party interaction and any concerns of downtime, censorship, and fraud or third-party interference. As decentralized

platform JellySwap has no ability to influence, control, modify or in any other means rearrange the transactions made by the users.

7.3 JellySwap does not support and allow fiat money (legal tender recognized by central bank or dedicated authority, that circulates and is customarily used and accepted as a medium of exchange in the country of issuance.) trading, exchange or any other form of transmission of money on the platform. JellySwap is not a Financial institution, Investment company, Broker, Money transmission provider, Money service business, Payment service provider or a company similar to them. The operator is not a buyer or seller in trades made between users, and is also not a market maker. Its activity is not subject to financial regulation of any jurisdiction.

7.4 Exchange functionality is provided through Smart contract programmed using Ethereum blockchain infrastructure.

7.4.1 The aforementioned Smart contract operates and allows functions according to its original design and capabilities at the moment of its publishing. Before using the platform users declare that they are technically capable and prepared to verify and understand the functionalities presented by the Smart contract. All transactions executed through the platform are public and users can review them.

7.5 The operator does not in any form guaranties the availability or the reliability of the platform and its functionalities. The operator would put all reasonable efforts to provide maximum uptime of the platform. As the blockchain technologies are still in development and may present undiscovered risks, users confirm and agree that the platform and the operator are not liable for any type of damages including lost profits related to down time of the platform, unreliability, closed access, maintenance time, Smart contract vulnerabilities etc.

## 8. Usage of functionalities of the platform

8.1 Users interact and unlock functionalities on the platform by logging with compatible and supported wallets. Every user must have own personal compatible wallet in order to use the platforms Smart Contract. Security of the wallet must be provided by its owner who declares that he have adopted all adequate Security measures to prevent unauthorized usage of his wallet and his private key is safely stored.

8.2 The platform does not gather, collect or in any other mean operate with personal data. Users are distinguished and interact with the platform and between each other through their wallet addresses (public key).

8.3 After logging with the respective wallet users are capable to deposit or withdraw digital assets in the platform's Smart contract.

8.4 Before using the Smart contract users are obligated to review and acknowledge

the Exchange Guide, for information about deposition and withdrawal of digital assets and the execution of exchange order through the platform Smart contract. If users proceed to deposit, withdraw or execute an exchange on the platform it is presumed they have reviewed and are familiar with the Exchange guide.

8.5 An order of exchange is settled and deemed as executed at the moment corresponding user responds positively and accept an exchange order. All orders of exchange are irreversible once completed.

## 9. Multiple orders (if applicable)

9. Multiple order function allows users to set an order for crypto exchange which is automatically split to several transactions that are matched with oncoming orders to achieve the requested exchange result as quickly as possible. Users are charged only for single transaction despite the number of transactions executed through the "Multiple order".

## 10. Forbidden actions

10. It is forbidden for users to exchange digital assets acquired or received by any mean connected to drug trafficking, fraud, illegal arms trafficking, human trafficking, abduction ransom, extortion, embezzlement, corruption, acts of terrorism or terrorist financing, robbery, hacking etc. or any other activity declared as a crime by the Bulgarian penalty code or administrative violation by specific Bulgarian law or a regulatory act. All users of the platform declared that the digital assets intended for trade or traded by them are legally acquired and does not correspond to any of the above mentioned actions. In case the operator discovers or has a reasonable doubt he may block the user from the platform, seize any digital assets, and notify the State Agency for National Security in Bulgaria.

## 11. Fees and expenses for transactions

11.1 JellySwap protocol does not charge any trading fees. Fees are subject to change by discretion of the operator. Changes to the Fee are effective as of the modification of the current Terms, and will apply prospectively to any following trades.

11.2 Usage of the Ethereum blockchain for sending exchange transactions is connected with expenses. Those expenses are imposed to reward miners in the blockchain for executing transactions and are known as Gas. The price of Gas the sender offers should generally reflect how fast they want a transaction mined. JellySwap does not charge and receive Gas for user transactions. Every user at its sole discretion offers amount of Gas for his transaction according to the specific needs of term of execution etc. While offering a high gas price can speed up confirmation some, there is a limit to the acceleration. Offering a higher gas price than what is needed for acceptance by all top miners is unlikely to speed up the transaction time further under normal

circumstances. The platform and the operator are not liable for any claims concerning gas price as it is outside their control.

### III. Risk disclosure and risk bearing

#### 12. Risk disclosure

12.1 Users acknowledge and agree that they shall access and use the services at their own risk. Exchanging cryptocurrency, cryptographic tokens and other digital assets involves significant risks and potential for financial losses. Currently digital assets are not considered as a legal tender and they do not represent nominal value. Their actual value depends on the global perception for the specific digital assets and number of other factors which cause extreme price volatility and uncertainty.

12.2 The risk of loss in exchanging Digital Assets can be substantial. Digital assets are not backed or guaranteed by any government, natural and physical person and there is no obligation for third party to exchange the digital assets you acquired in fiat money (any legal tender).

12.3 Acquiring a digital asset through exchange with other physical or legal person can lead to significant financial loss if there is a decline of the market price of the acquired asset.

12.4 In certain conditions users may receive digital asset which are not widely accepted. In this situation the acquired digital asset could be deemed as unconvertable since the public interest for it is lower.

12.5 Ethereum and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. Users also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain.

12.6 Situations and circumstances described above apply to all digital asset exchange. The current clause do not cover nor is capable to disclose and explain all risks and other dangers associated with Digital asset exchange. Understanding the above mentioned users agree to use the platform on their own responsibility and according to their knowledge and capabilities of Digital asset exchange.

#### 13. Risk bearing and liability

13.1 Users agree and confirm that they use the platform on free will and bear all the risk connected and arising of the usage including but not limited to direct loss, loss of business or profits, business interruption costs, loss of goodwill or business profits, loss of cryptocurrency or digital assets, non-material damages, mental damages, damage caused to computer, computer software, systems and programs, and the data thereon

or any other direct or indirect, consequential and incidental damages. The operator and the platform, their directors, advisers, agents, joint venturers, partners, employees and representatives are not liable for any damages including the abovementioned caused to users or appeared as a random event.

13.2 Users are sole responsible for maintaining the security of their wallet and any device that is utilized in connection with using the functionalities of the platform. Users bear the risk of unauthorized use of their wallets and devices and the possible losses of that usage. The platform and the operator does not request or gather information related to private keys and user wallet access and are unable to operate with user's digital assets. The platform and the operator are not liable for any kind of damages form security breach, unauthorized wallet and device usage.

13.3 Users agree and declare that they are technically prepared and fully understand the principle of function of the Smart contracts allowing the functionality to exchange digital assets. In the light of the aforementioned the operator and the platform are not liable for any damages direct, collateral or lost profits inflicted to the user by misconduct and misuse of the Smart contracts. As a decentralized platform JellySwap cannot influence on user orders, their execution and output results as they are handled by a public Smart contract. Therefore JellySwap, Wei Chain EOOD, their directors, advisers, agents, joint venturers, partners, employees and representatives hereby are released by the users from liability for any and all losses.

#### 14. Disputes between users

14. In case of dispute between one or more users of the JellySwap platform, they must resolute the quarrel with mutual efforts and acting on goodwill. If a settlement is not concluded within 30 days since the dispute appeared users are entitled to claim and defend their right according to the rules of International private law as equal parties. JellySwap, Wei Chain EOOD, nor any of their directors, advisers, agents, joint venturers, partners, employees and representatives are liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

#### 15. Third-party API & Software

15. Using the functionalities of the platform may include interactions with content provided by third parties, including links to web pages of such parties, applications, widgets, wallet providers, Hardware wallet providers etc. The platform and the operator do not control, endorse or adopt any Third-party Content and have no responsibility for Third-party Content, including without limitation material that may be misleading, incomplete, erroneous, corrupted, unreliable, offensive, indecent or otherwise harmful or/and inappropriate. Obligations or correspondence with such Third-parties are solely between users and the third parties. The platform and the operator are not responsible or liable for any loss or damage of any type incurred as

the result of Third-party content. Users bear the risk of Third-Party Content, and interactions with Third-parties.

#### IV. Forbidden jurisdictions – non offering of services;

16. Services provided by the platform are not subject to offer and are forbidden to be accessed by any users from countries where p2p swaps and cryptocurrency trading is not allowed.

16.1 If the operator of the platform identify/ies a user/users registered or native to the aforementioned jurisdictions which are using the services in breach of the current Terms their user accounts would be immediately blocked. All digital assets remaining in the account at the moment of blockage would be sent back to the digital wallet of the blocked user.

#### V. Arbitrary agreement;

17. All disputes, arising from this contract or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in this contract or its adaptation to newly established facts, shall be referred for resolution to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry in compliance with its Rules for Litigations, based on arbitration agreements. The disputes would be ruled by a sole arbitrator appointed by the chairman of the arbitration court. The Language of the procedure is English and the Rules of the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry apply.

#### VI. Applicable law

18. Operator and the users choose and agree that between them and in regard to all obligations occurred, modified, cancelled, terminated etc. which are connected to any way with the platform would be regulated under the Terms, the Bulgarian legislation and the Bulgarian law would apply.

#### VII. Communications

19. Users agree and confirm to receive electronically through communications, agreements, documents, receipts, notices that are connected with the use of the platform. JellySwap may provide the aforementioned to the users by posting them on the web page of JellySwap, by emailing them if an email address is provided by the user.

#### VIII. Intellectual property

20. All intellectual property rights contained on JellySwap or provided in connection with the Functionalities, including, without limitation, the JellySwap logo and all designs, text, graphics, pictures, information, data, software, sound files,

social media profiles, other files are sole property of Wei Chain EOOD and are regulated and protected by Bulgarian and International intellectual property rights laws. Usage of aforementioned and any trademark, product or service name of JellySwap and We iChain EOOD without our prior written permission, including and without limitation distribution, copy, modifications, and implementation etc. is strictly forbidden and subject to liability.