

QDApp, LLC d/b/a QDEx Labs TERMS & CONDITIONS

Last Updated: September 20th, 2022

Introduction

Welcome to KRYPTIO.io . “Krypti” is a “Project” or “Use Case” of QDEx Labs. QDEx Labs.com, is operated by QDApp, LLC., and, at its sole and absolute discretion, its subsidiary or affiliated websites (“QDEx Labs,” “we,” “us,” “our”).

We own and operate certain applications, web services, and platforms under the ‘QDApp, LLC d/b/a QDEx Labs’ brand (or other brands at our discretion) and linked and related network, ecosystem, pages, materials, features, products, tools and creative works (including, but not limited to QDApp, LLC d/b/a QDEx Labs’s, Krypti.io, and their related storylines and characters, offered by us via any kind of digital platform (the “Platform”). For full details regarding Krypti visit www.Krypti.io .

Use of the Platform by You constitutes Your unconditional acceptance of this Agreement. If You do not agree with all of the provisions of this Agreement, you are prohibited from accessing, using, or transacting on the Platform.

This Agreement may, at QDApp's sole discretion, be modified or replaced at any time. Any changes or modifications will be effective immediately upon posting the revisions to the Platform. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right You may have to receive specific notice of such changes or modifications. Use of the Platform by You after any modification to this Agreement constitutes Your acceptance of the Agreement as modified.

All provisions of this Agreement which by their nature are intended to continue shall survive termination, including those sections of the Agreement relating to exclusions and limitations of liability, intellectual property restrictions and ongoing use of Your data.

Termination of this Agreement or suspension or cessation of your access to the Platform shall not affect QDAPP's accrued rights and liabilities up to the time of such termination, suspension or cessation.

INTELLECTUAL PROPERTY

Platform Intellectual Property

QDAPP (or, as applicable and as determined by QDAPP, QDAPP's licensors) own all legal right, title and interest in and to all elements of the Platform including text, images, graphics, design, systems, methods, information, computer code, software, services, ‘look and feel’, organization, compilations, code, data, photographs, articles, images, illustrations, audio, audiovisual, video, and all other elements of the Platform (collectively, and severally “QDAPP Materials”).

All trademarks, service marks, and trade names contained in the QDAPP Materials are proprietary of QDAPP or its licensors. All rights in the product names, brand names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs whether or not appearing with a trademark symbol and whether or not registered, belong exclusively to QDAPP or their respective owners (including QDAPP brand partners), and are protected from use, misuse, reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws.

You agree and undertake at all times to abide by all copyright notices, trademark rules, information, and restrictions contained in any QDAPP Materials featured on or accessed through the Platform.

The technology and the software underlying the Platform is the exclusive property of QDAPP.

Except as expressly set forth herein, Your use of the Platform does not grant You ownership or use of or any other rights with respect to any QDAPP Materials, code, data, or other materials that You may access on or through the Platform.

You shall not at any time:

Use, copy, reproduce, modify, translate, store, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any QDAPP Materials or other proprietary rights not owned by You, (i) without QDAPP's express prior written consent and that of any applicable respective rights owners, or (ii) in any way that violates any third party rights;

Modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly permitted by this Agreement), create derivative works based on, distribute, perform, display, or in any way exploit, any of the QDAPP Materials, software, materials, or Platform in whole or in part; or

Use modified versions of any software underlying our Platform, including without limitation, for the purpose of obtaining unauthorized access to our Platforms or applications.

QDAPP reserves all rights in and to the QDAPP Materials not expressly granted to You in this Agreement.

Feedback

You may choose to provide us with suggestions, modifications or ideas about the Platform, including without limitation information or opinions about how to improve the Platform (“Feedback”) at support@krypti.io.

By submitting any Feedback, You agree that we are free to use such Feedback at our discretion and without compensation to You, and to disclose such Feedback to third parties (including on a non-confidential basis, or otherwise).

You hereby grant us a royalty-free perpetual, irrevocable, non-exclusive, worldwide license under all rights necessary for us to incorporate and use Your Feedback for any purpose.

Digital Millennium Copyright Act

Third Party Rights. QDAPP respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Platform to do the same. Infringing activity will not be tolerated on or through the Platform.

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about any material on the Platform, you may contact our Designated Agent at the following address:

QDApp, LLC.

Attn: Copyright Compliance

Address: 1309 Coffeen Ave STE 3436

Sheridan, WY 82801

Email: copyright@QDApp, LLC d/b/a QDEx Labs.com

Limitations of Liability

NEITHER QDAPP NOR ITS LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFIT), EXEMPLARY OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR OTHER THEORIES OF LAW, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL QDAPP OR ITS LICENSORS, SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE WITH RESPECT TO THE PLATFORM, QDApp, LLC d/b/a QDEx Labs NFT(S) OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF US \$100.

Force Majeure

QDAPP will not be responsible for any failure to meet any obligation which QDAPP has under this Agreement which is caused by circumstances beyond our or Your control including but not limited to epidemic, pandemic, strikes, lockouts, fire, flood, natural disasters, war, armed conflict, terrorist attack, nuclear incident, and chemical contamination,

Excluded Risks

You acknowledge and agree that there are risks associated with purchasing, holding, and using cryptocurrency and NFTs, being activities that may involve experimental or unproven technology of undetermined stability and security. You expressly acknowledge and assume all risks including total loss, forfeiture of Your digital currency or NFT, or lost opportunities to buy or sell NFTs. You acknowledge and agree that QDAPP assumes no liability or responsibility for any Smart Contract, internet, or blockchain-related failures, risks, or uncertainties including but not limited to:

blockchain malfunctions or other technical errors, including corrupted or otherwise inaccessible digital wallets, server failure, data loss, inability to access applications, inability to access or transfer the QDApp, LLC d/b/a QDEx Labs NFT, Finished Item or Special NFT inability to access or display the QDApp, LLC d/b/a QDEx Labs NFT, Finished Item or Special NFT, bugs, malfunctions, timing errors, and similar;

changes to the protocol rules of the blockchain such as forks and technical node issues;

unexpected surges in activity, heightened technical difficulties, or other operational or technical difficulties that may cause interruptions to or delays on the Platform;

cyber-attacks, hacking, theft, and other unauthorized third-party activities on the Ethereum or other networks including, without limitation, the use of viruses, phishing, sybil attacks, 51% attacks, brute forcing, or other means of attack against the Platform, Wallet, or Cryptocurrency-compatible browser or wallet, and bugs, viruses, trojan horses, malicious software, or similar which may be transmitted on or through the Platform, mining attacks, cybersecurity attacks, weaknesses in, or breaches of, QDAPP security; and

user error, such as forgotten passwords.

Equipment and Connectivity

You shall be responsible for obtaining and maintaining any equipment or ancillary Platform needed to connect to, access, or otherwise use the Platform, including, without limitation, modems, hardware, software, and telecommunications connectivity.

You acknowledge and agree that QDAPP is not responsible for any losses, damages or claims arising from equipment failure, telecommunications failure, server failure or data loss, or a breakdown or problems with any internet connection, computer, mobile device or system.

Indemnity

You agree to indemnify and hold QDAPP, its parents, subsidiaries, affiliates, licensors, and their officers, directors and employees, harmless for any Losses in connection with any Claim

due to or arising out of Your access to the Platform, use of the Platform, any Transaction(s), this Agreement, or any infringement by You, your parents, subsidiaries, affiliates or their officers, directors, employees, contractors or agents, of any intellectual property or other right of any other person or third party;

in any jurisdiction arising from or attributable to a violation of law due to Your acts or omissions in connection with Your activity on the Platform, including but not limited to any QDApp, LLC d/b/a QDEx Labs NFT(s), Finished Item or Special NFT or your Transaction(s);

due to or arising out of any allegation that You are in breach of or have failed to comply with the terms of the Krypti NFT license.

MATERIALS SUBMISSIONS

The following terms (“Submission Terms”) govern the submission of any materials, images, graphics, digital assets, digital media, or content of any kind or nature that you submit (the “Materials”) to QDApp, LLC d/b/a QDEx Labs or QDAPP through QDApp, LLC d/b/a QDEx Labs.com or any other portal or social media site employed or managed by QDApp, LLC d/b/a QDEx Labs or QDAPP. Please read these Submission Terms carefully before submitting your Materials. By clicking “submit” or submitting Materials through QDApp, LLC d/b/a QDEx Labs.com or any other portal or social media site employed or managed by QDApp, LLC d/b/a QDEx Labs or QDAPP, you agree to be bound by these Submission Terms. If you do not agree to all of these Submission Terms, then you must not submit Materials.

MATERIALS LICENSE

By submitting Materials, for consideration the sufficiency of which you acknowledge, you grant to QDAPP, along with its related or affiliated companies and strategic partners, a non-exclusive, irrevocable, non-transferable, perpetual, worldwide license to use, promote, display, reproduce, distribute and otherwise exploit the Materials for commercial and non-commercial purposes, in any and all media, whether now known or hereafter devised, including, without limiting the foregoing, to reproduce the Materials on its websites or otherwise, to manufacture and sell products incorporating the Materials (including derivative products) through its websites or otherwise, and to use the Materials in promotional materials.

MISCELLANEOUS

You hereby agree to indemnify, defend and hold harmless QDApp and its affiliates and partners, and each of its and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses incurred in connection with any third-party claims arising out of or relating to the

Materials and/or your breach of these Submission Terms. QDAPP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USE OF THE MATERIALS. YOU EXPRESSLY AGREE THAT QDAPP SHALL NOT BE LIABLE OR RESPONSIBLE FOR USE OF THE MATERIALS AND WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING THEREFROM, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, OR IF OTHER LAWS APPLY TO YOU THAT CONFLICT WITH THESE SUBMISSION TERMS, YOU AGREE NOT TO SUBMIT ANY MATERIALS.

GENERAL

Your Data

Any personal information is handled in accordance with our Privacy Policy which constitutes part of this Agreement. Copy of our Privacy Policy is available at <https://QDApp, LLC d/b/a QDEx Labs.com/privacy>.

Any use of our Platform constitutes Your acceptance and agreement to be bound by all the terms of this Agreement, including our Privacy Policy.

Electronic Communications

When You use our Platform, or send emails to us, You are communicating with us electronically.

You agree that we may communicate with You electronically. Such electronic communications may consist of e-mail, notices posted on our Platform, "push" mobile notification, and other communications.

You agree that all agreements, notices, disclosures, and other communications we send to You electronically will satisfy any requirement that such communication be in writing and, to the extent intended, such communication will be an enforceable and binding term or amendment to this Agreement.

Confidentiality of Certain Communications. You may voluntarily contact QDAPP to report serious misuses of the Platform including, for example, suspicious market activity, hate speech, or other serious violations of this Agreement. You agree to keep confidential all private correspondence with any members of the QDAPP team pertaining to another member's alleged violation of this Agreement or other inquiries about QDAPP's policies.

Severability. If any provision of this Agreement is found to be unlawful or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the enforceability of any other provisions.

Assignment. You may not assign, transfer or otherwise delegate any rights or obligations under this Agreement without the prior written consent of QDAPP. Any attempt to assign without the prior written consent of QDAPP will be void. QDAPP may assign our rights and obligations under this Agreement, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. This Agreement shall be binding upon the permitted assigns or transferees of each party.

Governing Law and Jurisdiction. This Agreement and any Claims, controversy, dispute or cause of action (whether under contract law or tort law or otherwise) based out of or relating to this Agreement and the Transactions contemplated hereby shall be governed by and construed in accordance with the laws of Wyoming, without giving effect to any choice of law principles that would apply the laws of another jurisdiction. You hereby irremovably and unconditionally submit, for yourself and your property, to the exclusive jurisdiction of the State of Wyoming, in any action or proceeding arising out of or relating to this Agreement, or to the recognition or enforcement of any judgment, and each of the parties hereto hereby

irrevocably and unconditionally agrees that all Claims in respect of any such action or proceeding may be heard and determined in such Wyoming state court or, to the extent permitted by applicable legal requirements, in such federal court. You hereby irrevocably and unconditionally waive to the fullest extent permitted by applicable legal requirements, any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement in any court. You hereby irrevocably waive, to the fullest extent permitted by applicable legal requirements, the defense of an inconvenient forum to the maintenance of such action or proceeding any court.

WAIVER OF JURY TRIAL. YOU HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). YOU (A) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF OURS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGE THAT YOU HAVE NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT.

Waiver. No failure or delay by QDAPP in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by an authorized representative of QDAPP. If QDAPP waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy QDAPP may have.

Third Party Beneficiaries. This Agreement is entered into solely between QDAPP and You. Except for the indemnification obligations expressly agreed to under this Agreement, this Agreement will not be deemed to create any rights in any third parties to the Agreement, or to create any obligations of a contracting party to any third parties.

Modifications. QDAPP may at its sole discretion, update, modify or revise any of the terms of this Agreement. By continuing to access or use the Platform or any QDApp, LLC d/b/a QDEx Labs NFT(s) after those revisions become effective, You agree to be bound by such revised terms.

Contact Us. If You have any questions in connection with this Agreement, please send an email to support@QDApplabs.io .