

TokenSight Terms of Service

Last updated: **February 20, 2024**

This Agreement, known as the TokenSight Services Agreement, establishes a legally binding contract between you and TokenSight. It governs your usage of the TokenSight online products and services, collectively referred to as "TokenSight Services." The parties involved in this Agreement are TokenSight and the services they provide, including web applications (TokenSight DEX Trading Platform), web Dapps, Telegram applications, Telegram channels, and any applications created and distributed by TokenSight Labs Corp, referred to as "TokenSight Services." The users of these services and applications in web, Telegram, and other platforms are referred to as "users." By utilizing the TokenSight Services, you agree to adhere to the terms and conditions outlined in this Agreement, as well as the disclaimers provided herein. It is advisable to carefully review this Agreement before engaging in any TokenSight Services.

TokenSight DEX Trading Platform is a product of TokenSight Labs Corp., a software development Panama based company.

TokenSight DEX Trading Platform is not available for the citizens of Panama and countries subject to OFAC sanctions, collectively referred to as "Restricted Territories".

TokenSight DEX Trading Platform does not endorse or verify any token available for trading through it. The platform makes the token data available by aggregating data from different third party sources, and submits trade orders on-chain or via third party aggregators.

TokenSight Token is not available nor directly offered to citizens of the United States of America or to the citizens of Restricted Territories.

By using the TokenSight Services, you agree that you are not a person or entity that resides in, are a citizen of, are incorporated in, or have a registered office in any of the Restricted Territories.

You agree that you will not, now or in the future, access or use TokenSight platform while located in any of the Restricted Territories, and you will not use a VPN to mask your physical location from any of the Restricted Territories.

You agree that you understand the risks associated with entering into and using the TokenSight Services. You agree that you are lawfully authorized to access and use the

TokenSight Services under the laws of the jurisdiction on which you reside and are located.

DISCLAIMER OF WARRANTIES AND REPRESENTATIONS

The TokenSight Services and all of its contents are provided on an "as is" and "as available" basis, without any warranties or representations of any kind, whether expressed or implied. TokenSight Labs Corp acts solely as a distributor and not a publisher of content supplied by third parties. Therefore, TokenSight Labs Corp does not exercise any editorial control over such content and makes no warranty or representation as to its accuracy, reliability, or currency. This includes any information, content, service, or merchandise provided through or accessible via the TokenSight Services. Specifically, TokenSight Labs Corp disclaims all warranties and representations relating to any content transmitted on or in connection with the TokenSight Services or on sites that may appear as links on the TokenSight Services, or in the products provided as a part of, or otherwise in connection with, the TokenSight Services. This includes any warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

No advice or information provided by TokenSight Labs Corp, its affiliates, employees, officers, directors, agents, or similar parties, whether oral or written, shall create any warranty. The price and availability of any products or services offered on the TokenSight Services are subject to change without notice. Additionally, TokenSight Labs Corp does not warrant that the TokenSight Services will be uninterrupted, uncorrupted, timely, or error-free.

By utilizing the TokenSight Services, you agree that TokenSight Labs Corp, its affiliates, employees, officers, directors, agents, or similar parties, shall not be liable for any damages whatsoever arising out of or relating to your use of the TokenSight Services. These damages include, without limitation, direct, indirect, incidental, special, consequential, or punitive damages, whether under a contract, tort, or any other theory of liability, even if TokenSight Labs Corp has been advised of the possibility of such damages.

LIMITED LIABILITY

The use of TokenSight Services is solely at the user's own risk. TokenSight Labs Corp provides materials on its services on an "as is" and "as available" basis, without any

express or implied representation or warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. TokenSight Labs Corp does not guarantee the accuracy, completeness, reliability, suitability, or availability of any information or materials on its services or related to such information or materials through external sites or channels. The materials and information provided may contain errors or inaccuracies and are subject to change or update without notice.

TokenSight Labs Corp shall not be held liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or in any way related to the use of its services. This includes, but is not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of using any content (or product) posted, transmitted, or otherwise made available through the TokenSight Services, even if the possibility of such damages has been advised. Such damages may include, but are not limited to, loss of access, loss of profits, or loss of data.

The user acknowledges and agrees that TokenSight Labs Corp is not responsible for the content or services of third-party sites or channels. Links to such sites or channels are provided for convenience only, and the user accesses them at their own risk. TokenSight Labs Corp does not provide any representation or warranty regarding the accuracy or reliability of information or materials found on such sites or channels.

Unless otherwise mandated by applicable law, TokenSight Labs Corp, its affiliates, officers, directors, employees, agents, or licensors shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from or in connection with the use of its services or materials. The limitations and exclusions of liability stated herein shall apply regardless of whether TokenSight Labs Corp was aware of or should have been aware of the possibility of such damages, and irrespective of the form of action, whether in contract, tort, or otherwise.

By using TokenSight Services, the user agrees to release and indemnify TokenSight Labs Corp, its affiliates, officers, directors, employees, agents, and licensors from any and all claims, demands, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from or in connection with the use of its services.

RISKS ASSOCIATED WITH OUR SOFTWARE USAGE

TokenSight Labs Corp offers software and services that facilitate cryptocurrency transactions. However, it is important for users to understand that certain risks are inherent in using such technology. By accessing and utilizing TokenSight's Services,

users acknowledge and agree that TokenSight Labs Corp cannot be held responsible for any losses, damages, or claims arising from events falling under the following categories:

User mistakes: Users are solely responsible for their actions and are expected to exercise caution and diligence when using TokenSight-related software and services. TokenSight Labs Corp will not be held liable for losses resulting from user mistakes, including but not limited to forgotten passwords, incorrect configuration, or accidental deletion of wallets.

Software issues: Despite our efforts to provide reliable and secure software and services, technical glitches and software problems can occur. TokenSight Labs Corp will not be responsible for losses resulting from software issues on the application or any TokenSight-related software, including but not limited to corrupted wallet files, incorrectly executed transactions, vulnerabilities in cryptographic libraries, or malware affecting the software.

Technical failures: Users are responsible for maintaining the security and integrity of their hardware and storage devices. TokenSight Labs Corp will not be liable for losses caused by technical failures in user hardware or storage devices, such as data loss due to faulty or damaged devices.

Security vulnerabilities: While TokenSight Labs Corp takes measures to safeguard the security and integrity of its services, security breaches and unauthorized access may occur. TokenSight Labs Corp will not be held accountable for losses resulting from security vulnerabilities experienced by users, such as unauthorized access to wallets or accounts. TokenSight Labs Corp provides different options for user wallets and provides clear guidance and relevant information to the users regarding the benefits and risks of each asset custody method, along with associated information regarding third party usage.

Wallets and asset custody: TokenSight Labs Corp provides different options for users to provide their funds to trade on the platform. This includes non-custodial EOA wallets and self-custodial EOA wallets, where the latter is achieved through a third party, Turnkey Global Inc, while the user is encouraged to create a passkey linked to the TokenSight domain (tokensight.io). TokenSight provides all the relevant information to the user regarding the integration of the solution and the security implications related to its usage, and advises the users to backup the wallet seed phrase to a secure location. TokenSight Labs Corp will not be held accountable for any incidents that the third party can incur, such as information security breaches or fraudulent activities that will

potentially lead to user information being revealed. TokenSight will maintain up to date documentation about the third party integrations at all times, while preserving intellectual property, and will provide general advice on commonly known best practices to the users for securing their assets. TokenSight will not be held accountable in any case where the user loses access to their passkey device that can access their wallet or the seed phrase, while it will ensure to integrate an option via Turnkey Global Inc. to allow the user to reset the passkey.

Third-party actions or omissions: TokenSight Labs Corp may rely on third-party service providers for certain services, and incidents such as bankruptcy, information security breaches, or fraudulent activities by third parties can happen. TokenSight Labs Corp will not be liable for losses arising from the actions or omissions of third parties or events involving third parties.

By using TokenSight's services, users acknowledge and accept the inherent risks associated with cryptocurrency transactions. Users release TokenSight Labs Corp from any liability related to such risks.

COPYRIGHT DISCLAIMER

This Copyright Disclaimer (referred to as the "Disclaimer") outlines the terms and conditions governing the usage of materials owned by TokenSight Labs Corp. All intellectual property rights pertaining to the materials are exclusively held by TokenSight Labs Corp. Unauthorized copying, distribution, or any other use of the materials without express written permission from TokenSight Labs Corp is strictly prohibited unless otherwise permitted by mandatory law (such as the right to quote) or expressly stated for specific materials.

ERRORS AND OMISSIONS DISCLAIMER

This Errors and Omissions Disclaimer (referred to as the "Disclaimer") establishes the terms and conditions for using the Service provided by TokenSight Labs Corp. We do not provide any warranties or guarantees, and we are not responsible for any inaccuracies, errors, or omissions in the Service. Under no circumstances shall TokenSight Labs Corp be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in contract, negligence, or any other tort, arising from or in connection with the use of the Service or its contents.

We reserve the right to add, delete, or modify the contents of the Service at any time without prior notice.

LINKS TO OTHER WEBSITES/CHANNELS DISCLAIMER

This Links to Other Websites/Channels Disclaimer (referred to as the "Disclaimer") applies to the TokenSight Services provided by TokenSight Labs Corp. The TokenSight Services may include links to websites, channels, and groups that are not operated or controlled by TokenSight Labs Corp. We are not responsible for the content, accuracy, or opinions expressed in such websites, channels, and groups, and they are not investigated, monitored, or verified for accuracy or completeness by TokenSight. When you navigate to another website, channel, or group through a link on the Service, our Privacy Policy no longer applies. Your browsing and interaction on any other website, including those linked on our platform, are subject to the rules and policies of that website. These third parties may use their own cookies or other methods to collect information about you. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy and Terms of every site you visit. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

AMENDMENT OF DISCLAIMER

TokenSight reserves the right to modify, amend, or update this Disclaimer at any time to accurately reflect our Service and policies. Such changes will be prominently posted on our website, and your continued use of the Service constitutes your acceptance of the updated Disclaimer. If you do not wish to be bound by any updated terms, you may delete your account.

YOUR CONSENT TO DISCLAIMER

By accessing or registering an account with TokenSight DEX Trading Platform, you acknowledge that you have read, understood, and agree to the terms of this Disclaimer. You also consent to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy, as outlined in this Disclaimer. If you do not agree to any provisions of this Disclaimer, you should not access or use our Service.

COMPLIANCE WITH TAX OBLIGATIONS

The users of TokenSight Services are solely responsible for determining their tax obligations with respect to any transactions conducted through TokenSight DEX Trading Platform. The owners and contributors of TokenSight Labs Corp shall not be held responsible for determining the tax implications or obligations associated with the use of TokenSight Labs Corp's services.

ARBITRATION

By using TokenSight Labs Corp's services, the user agrees to resolve any dispute arising from or related to TokenSight Labs Corp or this disclaimer through binding arbitration, except for disputes arising from copyrights, logos, trademarks, trade names, trade secrets, or patents. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrator(s) shall be binding and final. Each party shall bear their own expenses, costs, and attorney's fees incurred in the arbitration, unless otherwise provided by applicable law.

CONTACT

If you have questions or concerns about the TokenSight Terms of Service, please contact us at legal@tokensight.io.

By using the TokenSight Services, you acknowledge and agree to the practices described in this document.

Effective Date: 20 Feb, 2024

TokenSight Labs Corp *Bloc Office Hub, Fifth Floor, Santa Maria Business District, Panama City, Panamá, 801 - Panama* www.tokensight.io