

TERMS OF SERVICE

Updated 16.05.2022

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and **DEX.ART** ("we", "us", or "our") concerning your access to and use of the <http://dex.art> website, DEX.ART app, any of its sub-domains and any other websites operated by us or on our behalf and any other media form, media channel, any mobile device application or desktop application developed by us or on our behalf linked, or otherwise connected thereto (collectively, the "**Website**»).

BY USING THE WEBSITE, OR ANY OTHER OFFICIAL DEX.ART PRODUCT, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE AND/OR ACCEPT ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. We will alert you of any changes by updating the "Last Updated" date of these Terms of Service, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Website after the date such revised Terms of Service are posted.

The information on the Website is not intended for distribution to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, any persons who access the Website while breaking their local laws are doing it on their own initiative and will have to deal with the consequences when applicable.

1. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this Website is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

2. PROPRIETY RIGHTS

All right, title and interest in and to this Website, the materials and all associated proprietary rights are owned by DEX.ART or its licensors, and no ownership of any of the foregoing items is transferred to you by virtue of these Terms of Service or DEX.ART's permitting you to use the Website.

Unless otherwise indicated, the Website is our property and all source code, database, functionality, software, website design, audio, video, text, photographs, and graphics on

the Website (collectively, the "Content") and trademarks, service marks and logos contained therein (the "Marks") are owned, controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights, foreign jurisdiction and international conventions. Except as expressly provided in these Terms of Service, no part of the Website may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

3. THIRD-PARTY LINKS

Certain content, products and services available via our Website may include materials from third-parties.

Third-party links on this Website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

4. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your content will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your content will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

5. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the Website are

(except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall DEX.ART, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service and the Website, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

6. USER DATA

We will maintain certain data that you transmit to the Website for the purpose of managing the performance of the Website. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

7. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by third party due to or arising out of: (1) use of the Website, (2) breach of these Terms of Service, (3) any breach of your representations and warranties set forth in these Terms of Service, (4) your violation of the rights of a third party, including but not limited to intellectual property rights, or (5) any overt harmful act toward any other user of the Website with whom you connected via the Website. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

9. TERMINATION

These Terms of Service remain in full force and effect while you use the Website. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE

MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE OR DELETE YOUR ACCOUNT WITHOUT WARNING, IN OUR SOLE DISCRETION

10. MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, and unenforceable, that provision or part of the provision is deemed severable these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Website. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.