

Dacxi AU Exchange Terms and Conditions

Version 2020.08

By opening an account and registering with Dacxi you unconditionally agree and accept the Terms and Conditions. The Dacxi Exchange is operated by Dacxi Pty Limited.

Interpretation

In these Terms and Conditions, unless the context otherwise indicates :

- **Crypto Asset** means a digital asset including but not limited to Bitcoin, Bitcoin Cash, Ethereum, , Litecoin and DAC Coin. We also use the words cryptocurrency, or simply 'crypto' to describe Crypto Assets.
- **Dacxi** means Dacxi Pty Limited, and any or all of its Partners and successors. We also use 'we', 'our' and 'us' when we're talking about ourselves.
- **Service(s)** means the Dacxi Account, order platforms, websites or Dacxi Exchange services that we make available on the Portal. When we use the phrase 'account', we do so in respect of an account on the Dacxi Exchange that gives you access to the Services.
- **You** means the person registering for a Dacxi account and using our services. We also use 'your' when we're describing rights and obligations that you have under these Terms and Conditions.
- **Exchange** means, exchange.dacxi.com.au, app.exchange.dacxi.com.au and all subsequent links and paths that are not operated by third parties.

Eligibility

- You must be at least 18 years old to use our services (or greater than the legal age required in your country to sign up for our Service and agree to the Terms and Condition without parental approval) and agree to these Terms and Conditions.
- Residents or citizens of any other country except Australia are restricted from using the Services or owning or using crypto assets. Accordingly, you understand and accept that by using the service you warrant that you are permitted to use the Services, and you will hold us harmless for any claims or losses that arise from or relate to your use of the Services.

Opening an Account

- Your account will be approved only if your profile passes KYC [Know Your Customer] verification. We may, in our sole and absolute discretion, refuse to open an account for you.
- You are solely responsible for the safekeeping of your account login credentials. You must not share your credentials with any other person. We are not responsible for any unauthorised access or use of your account.

Verifying your Identity

- To help us adhere to Anti-Money Laundering (AML) rules and to protect your crypto assets, you must verify your identity through a process known as Know Your Customer (KYC) to use our Services.
- The process involves sending us your full name, date of birth, address, country of residence, a copy of a valid photo identification document and proof of residential address document that lists the same. The information you submit must match the details in your identification document and proof of residential address document.
- We may also require you to submit your bank account information document and/or bank statement to validate your bank account number and account holder name.
- If you fail to provide any of the information we request or provide false information, you may lose the ability to use the Services in their entirety, or your account access may be terminated.
- Your identity verification documents and information will be held in accordance with our Privacy Policy. By submitting the requested identity verification information to us, you agree to our Privacy Policy.

Funding your Dacxi Accounts

- You can load funds into your Dacxi Account using the payment methods made available on the Portal at any given time. We make no guarantee that any of the payment methods stated will be available at all times. We'll automatically update your Dacxi Wallet balance once we receive your deposit in cleared funds.
- Please check our bank account details whenever you deposit funds.
- We are not responsible for deposits that don't make it to us due to you using the incorrect bank account information, including using a bank account that we have previously instructed you to use that we've since amended, or your bank refusing to transfer the money, or any other reason howsoever occurring. Often banks will have unique requirements or restrictions. If any other banking and/or deposit information is required, please ask us at hello@dacxi.com.
- Incoming payments must be completed through electronic funds transfer from your bank account in your own name and from your country of residence.
- You are responsible for all bank fees required to send a payment to our bank account. If you set up a payment incorrectly and we as the recipient of the payment are forced to pay a fee, we will withdraw the amount and any applicable fee from your deposit before we update your account/wallet.
 - For any reason if Dacxi incurs a charge/fee for your deposit, we reserve the right to deduct the charge/fee from your deposit amount and then credit your wallet.

Funding Crypto to Your Portfolio

- You can deposit crypto assets directly to your Dacxi Account via the Deposit section. Each verified account has a unique wallet address to send funds to. Your crypto balance will appear in your account after it's received the requisite number of network confirmations on the applicable blockchain. At times of congestion and interruption, this could take some time to show in your account. We make no guarantee as to how long the network confirmation

process will take and you acknowledge that network participants are responsible for the confirmation and not Dacxi.

- To withdraw your crypto assets, please see our FAQ.

Your Dacxi Accounts

- When you fund your account, your balance is held securely by us until you send it elsewhere, withdraw it or use it to buy crypto. We recommend that you store large quantities of crypto offline, so you maintain the custody of your crypto in your own offline wallet.
- Underlying crypto assets are developed using a range of protocols. Dacxi is not responsible for any loss due to error in protocol delays or any other breakdown relating to networks.
- You acknowledge that Dacxi cannot perform any reversal or cancellation of crypto asset transactions.
- It is your responsibility to keep your crypto assets safe by ensuring that you use all security measures such as Two Factor Authentication (2FA) and/or Google Authenticator.
- The use of your Dacxi account is solely at your own risk. Dacxi has extensive security software and standards in place, however, we will not be responsible for any external security breach.
- You agree that Dacxi is not liable for any errors, losses or omissions due to sending or receiving crypto assets from incorrect wallet addresses, email addresses, or the entering of incorrect transaction amounts or any other information.
- Crypto assets are securely stored in a combination of online and offline storage. As a result, it may take up to 48 hours or more to facilitate transactions. By using the Dacxi Exchange you accept the risk that a transaction may be delayed, and you agree to hold Dacxi harmless for any damages or loss due to the delay.
- Individuals who refer their spouse/partner for individual, super fund, trustor corporate accounts will not be eligible for an incentive or bonus.
- In the case of death of the account holder, the rights and responsibilities of the account holder are passed on to the rightful heir(s) as determined by a court of competent jurisdiction. After due process, the ownership of the account will be passed on to the rightful heir(s).

Buying and selling crypto assets

- You can buy and sell crypto assets directly on the Trading page on the Dacxi Exchange by initiating a buy or sell order. By placing an order, you're instructing us to buy or sell a crypto asset at a given price. If a buyer or seller is willing to trade with you at your given price we will facilitate the transaction.
- By instructing us to process a crypto asset transaction you are giving us permission to debit or credit your crypto and fiat accounts to complete the transaction. Crypto asset transactions cannot be reversed once they have been completed. Please ensure you've entered the correct transaction details before placing any orders.
- By instructing us to process a crypto asset transaction, you agree that we can deduct any applicable fees as set out in our fee schedule.
- We may refuse to process or cancel any pending crypto asset transaction orders at our sole discretion at any time.

Limits

- You can only trade crypto assets up to the limits that we set out in your Dacxi Account. To view your limits, please log in to your Dacxi Account. Your transaction limits may vary depending on the identity verification level that you have completed, and other factors. We reserve the right to change your limits as we deem necessary.

Refunds

- Crypto asset transactions are generally irreversible.. If you believe that you did not request a particular transaction you can contact our Customer Support team at hello@dacxi.com. We aim to respond to your refund query within 30 days. We are not responsible for any claim for unauthorised or incorrect transactions unless you have notified us in accordance with this section.

Withdrawals

Making a withdrawal from your fiat accounts

- You can withdraw your fiat balances to a supported bank subject to the fees set out in the fee schedule . Your request to make a fiat withdrawal will be deemed as your authorisation to make the withdrawal and your acceptance of any fees to do so.
- The bank account holder name should match the Dacxi account holder name. Dacxi will not transfer funds to third party bank accounts.
- A fiat account withdrawal is subject to normal banking hours and the internal processes of our bank and your bank. We do not guarantee bank transfer disbursement times and will not be liable for any delays in you receiving your money. As Dacxi is a new exchange, based on liquidity flows on the exchange, we retain the right to delay withdrawals until sufficient liquidity is apparent.

Making a withdrawal from your crypto accounts

- You can withdraw your crypto balances to a supported crypto wallet, exchange or other crypto asset supported address through your Dacxi wallet (withdraw function), subject to the fees set out in the fee schedule. Your request to make a crypto withdrawal will be deemed as your authorisation to make the withdrawal and your acceptance of any fees to do so.
- Crypto asset transactions are processed at the speed of the applicable network, however, in times of congestion or disruption, there may be delays. We make no guarantee as to the processing times of crypto asset withdrawals and will not be liable for any delays in you receiving your crypto.

Transferring Funds

- Indicative transaction fees are published below. We reserve the right to make changes without warning.

Exclusive Benefits

- We reserve the right to change the minimum number of DAC Coin required for exclusive benefits at any time.

Prohibited Activities

- You agree to use Dacxi without violating any laws, statutes, ordinances or regulations.
- You are not entitled to use any products or services to engage in any of the following activities, nor should you be involved in transactions related to:
 - Narcotics, steroids, drugs or other controlled substances
 - Drug paraphernalia
 - Items that promote or facilitate illegal activities
 - Stolen goods
 - Items that promote or facilitate hate, violence or racial intolerance
 - Any fraud schemes or high-yield investment programmes.
 - Items that are considered obscene
 - Items that are counterfeit or otherwise infringe or violate copyright, trademark or other intellectual property
 - Ammunition, firearms or other weapons that require licensing
 - The sale of personal information
 - Prostitution or illegal escort services
 - Extortion or blackmail
 - Internally operating as a money transmitter, payment service provider, e-money or any other financial service business
 - The offering of gambling or gaming services

Suspension

- We may suspend your account and your access to the Services with immediate effect on notice to you, including the freezing of your crypto asset balances in your account if :
 - You breach any of these Terms and Conditions and (in the case of a breach capable of remedy) fail to remedy it within 7 calendar days of receipt of notice from us specifying the breach and recording an intention to terminate if the breach is not remedied;
 - We get asked to by a regulatory authority or we receive a binding court order;
 - You fail to provide the required identity verification documents or provide false information;
 - You use your account for any illegal, malicious, unauthorised or inappropriate manner, or if we reasonably suspect you of using your account for the same. If your account has been suspended we will notify you in writing to explain, where we are permitted to with the reasons for the suspension.

Termination

- The termination or expiry of the Services shall not affect any rights or liabilities of the parties already accrued, except to the extent necessary, and these Terms and Conditions will continue to apply.

Termination by You

- You can cancel your Dacxi account and request to stop using the Services at any time by emailing us at hello@dacxi.com. You should withdraw your balances prior to cancelling your account. When you cancel your account, you'll lose the ability to earn, and forfeit any existing trading fee bonuses from your referred users and you'll have any of your pending orders cancelled. Cancelling your account will not affect any rights and obligations incurred prior to the date of you cancelling your account.
- The termination provision in these Terms and Conditions are in addition to any statutory or other legal rights you have to cancel your account and terminate your use of the Services.

Termination by Us

- We may terminate your account and your access to the Services with immediate effect on notice to you, if :
 - You breach of these Terms and Conditions and (in the case of a breach capable of remedy) fail to remedy it within 7 calendar days of receipt of notice from us specifying the breach and recording an intention to terminate if the breach is not remedied;
 - We get asked to by a regulatory authority or we receive a binding court order;
 - You fail to provide the required identity verification documents or provide false information.
 - Use your account for any illegal, malicious, unauthorised or inappropriate manner, or if we reasonably suspect you of using your account for the same;
 - We reasonably suspect that someone other than you is attempting to gain access to the account;
 - If you haven't used your account for more than two years.
 - If your country of residence is a sanctioned country as listed by but not limited to the EU Commission, Office of Foreign Asset Control (OFAC), Department of Foreign Affairs & Trade (DFAT)

Warranties, Indemnities and Liability

- You warrant and represent that:
 - you have not relied on any representations made by or on behalf of Dacxi save as contained in these Terms and Conditions; and
 - all the information, documentation given or made by you are accurate and in no way misleading.
- You agree to indemnify Dacxi, its directors, officers, employees, contractors and agents, and any other related body corporate, against all claims, demands, damages, costs, penalties, suits and liabilities of any nature caused directly or indirectly by you for any act or omission or any breach of any provision of these Terms and Conditions.

- Dacxi shall not be liable in contract, tort or otherwise for any consequential, indirect or pure economic loss that you suffer that arises in any way from the Services, these Terms and Conditions, even if such loss was, or should have been, within our contemplation.
- The liability of Dacxi's directors, officers, employees, contractors and agents, and any other related body corporate of Dacxi in contract, tort or otherwise is excluded to the maximum extent permitted by law.
- You agree to hold Dacxi, its directors, employees, partners and Partners harmless for cybersecurity attacks or related losses.
- We do not provide accounting, legal, financial, consulting, investment or other professional advice. You are responsible for the risks involved due to the decision to hold, purchase or sell crypto assets.
- Although we make every effort to provide accurate information on the Exchange, the exchange may not always be entirely accurate, completed or up to date. Accordingly, you should validate any content and information on the Exchange before you rely on it.
- Links to third-party websites and content are not controlled by us, not do they necessarily imply a partnership with, or an endorsement of the websites or content. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessed via Dacxi.
- Dacxi cannot guarantee that its services will available 100% of the time. You accept and acknowledge that the Exchange may become unavailable from time to time due to various circumstances and Dacxi will not be responsible for any loss due to system breach.

Risk Warning

- You agree that the services provided on Dacxi do not constitute an offer of securities or solicitation for investments in securities in any jurisdiction. None of the information provided should be considered an invitation or inducement to engage in any sort of investment activity. You agree and acknowledge that the tokens listed in Dacxi do not constitute shares or equities or securities or financial instruments or investments in any form in any jurisdiction. In addition, you acknowledge the following:
 - Crypto asset transactions made by you from your Dacxi wallet are irreversible. If you send crypto assets to an incorrect address or send the wrong amount, you cannot retrieve it. Dacxi will not be liable for executing a transaction if the instruction relates to an incorrect crypto asset wallet address.
 - Before buying or selling crypto assets, you need to educate yourself about crypto purchasing as it entails risk and volatility and could result in the loss of your funds. You should ensure that you fully understand the risks involved and that you do not spend money that you cannot afford to lose.
 - Crypto assets are not backed by an entity. Neither Dacxi nor anyone else has an obligation to buy back the crypto assets in the future.
 - Crypto assets are not legal tender in most countries and are not issued, backed or guaranteed by any government.
 - Legislative and regulatory changes or actions at domestic or international level may adversely affect the use, transfer, exchange and value of crypto assets.
 - Because transactions on the Dacxi Exchange are generally irreversible, losses due to fraudulent or accidental transactions may not be recoverable.

- Crypto asset transactions shall be deemed final when recorded on a blockchain ledger, which is not necessarily the same date or time that the transaction was initiated.
- There is no assurance that a person who accepts crypto assets as payment today will continue to do so in the future.
- The volatility and unpredictability of the price of crypto relative to fiat currency may result in significant loss or tax liability over a short period of time.
- Crypto assets are derived from the continued willingness of market participants to exchange fiat currency for crypto, which may result in the potential for permanent and total loss of value.
- The nature of crypto assets invites an increased risk of fraud or cyber-attack.
- You acknowledge that purchasing crypto assets involves risk and could result in financial losses. The performance of the coins/tokens contained or referred to in the Services are not guaranteed by Dacxi or any of its related companies. The coin/token performance is subject to the rise and fall of the market.
- Dacxi does not provide any guarantee for the value of crypto assets and has no obligation to buy back any transaction at any time.
- The Dacxi Bundle is designed for ease of use for newcomers to crypto and is not an investment recommendation. It contains the largest coins by market cap and then the ability to join the DAC Community and participate in its growth. The DAC Coin is speculative by nature and its growth, convertibility and future worth are dependent on many variables, but primarily on the profitable business success of Dacxi and the realisation of its Use cases as mentioned in the blue paper. Our goal is to re-invest profits to further the DAC coin ascension.

Intellectual Property

- All intellectual property included in the Exchange, including, but not limited to, logos, databases, design, text and graphics, software, photos, videos, music, sounds and any combinations of the aforementioned files, and the intellectual property rights of software compilation, associated source code and software (including small applications and scripts) are owned by Dacxi. You may not copy, modify, copy, transmit or use any of the foregoing materials or content for commercial purposes.

Changes to these Terms and Conditions

- We may vary all or any part of the Terms and Conditions at any time by written notice to you.
- Your continued use of the Services following a variation referred to in any notice becoming effective, or 7 calendar days after receipt of such notice, whichever is the later, will be deemed to constitute acceptance of the variation.

General

- A party may suspend its obligations under the Terms and Conditions if and to the extent that it is unable to perform such obligations as a direct result of an act of God, fire, wind, flood, riot, war, industrial action or defaults by third parties or other circumstances of a similar nature beyond its reasonable control (force majeure event). Where a party claims a force

majeure event has occurred it must give notice to the other party giving all available information in relation to the event and estimating the period of time required to remedy the event and end the suspension. The existence of a force majeure event will not relieve a party from any obligation to the extent that it is not affected by the force majeure event or related to the period up to the occurrence of the force majeure event. Where a party's obligations have been suspended pursuant to this clause for a period of 30 calendar days or more, the other party may immediately terminate the delivery of all Services under these Terms and Conditions by notice to the other party.

- Where any notice is to be given under these Terms and Conditions, such notice must be given in writing by email to the address nominated by the party. Unless otherwise advised, notice can be given to Dacxi by email to hello@dacxi.com
- No delay or failure by us to exercise any of our powers, rights or remedies under these Terms and Conditions will operate as a waiver of them and any waiver, to be effective, must be in writing.
- If any part of these Terms and Conditions is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of those terms will continue to be valid and enforceable to the fullest extent permitted by law.
- The headings or titles used in these Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms and Conditions.
- These Terms and Conditions are the complete and exclusive statement of the agreement between the parties relating to their subject matter and they supersede all previous communications, representations and other arrangements, whether written or oral. These Terms and Conditions may only be varied in writing.
- These Terms and Conditions will be governed by the laws of Australia and will be construed in all respects as a contract entered into in Australia. The parties hereby submit to the exclusive jurisdiction of the courts of Australia. In the case of arbitration, parties can decide to convene dispute resolution in a separate and convenient venue.

Privacy Policy

- By using the Services, you agree to be bound by our Privacy Policy. You can find the most recent version on our website.

Jurisdiction and Contacts

- Parties submit all their disputes arising out of or in connection with this Agreement to the exclusive Dacxi Exchange jurisdiction. However, in the case of arbitration, parties can decide to convene dispute resolution in a separate and convenient jurisdiction.
- If the User has any questions related to this agreement, feel free to contact us at hello@dacxi.com