

Dacxi AU Exchange – Version 2022.04

Terms and Conditions

By opening an account with Dacxi you unconditionally accept these Terms and Conditions and agree to comply with them.

Interpretation

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

- **Membership Fee** means the fee charged by Dacxi for your use of the Services.
- **Crypto Asset** means a digital asset including but not limited to Bitcoin, Bitcoin Cash, Ethereum, Litecoin and Dacxi 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 related bodies corporate and successors. We also use 'we', 'our' and 'us' when we are talking about ourselves.
- **Dacxi Exchange** means exchange.dacxi.com.au and app.exchange.dacxi.com.au and all subsequent links and paths on those sites that are operated by Dacxi.
- **Dacxi Wallet** means your account on the Dacxi Exchange that holds Crypto Assets.
- **Fiat Account** means your account on the Dacxi Exchange that holds fiat currency.
- **Service(s)** means your account with Dacxi, order platforms, websites and any other services that we make available on the Dacxi Exchange.
- **Those Indemnified** means Dacxi and its licensors, service providers, directors, officers, employees, contractors and agents.

Eligibility

- You must be at least 18 years old to use our Services.
- Residents or citizens of any other country except Australia are restricted from using the Services or owning or using Crypto Assets.
- Accordingly, by using the Services you warrant that you are permitted to use the Services under these Terms and Conditions.
- If you do not meet these eligibility requirements, you agree to hold us harmless from and against any claims or losses that arise from or relate to your use of the Services.

Opening an account

- 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 login 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 rules and to protect your Crypto Assets, we must verify your identity using the 'Know Your Customer' process before you will be permitted to use our Services.
- As part of this process, you are required to send 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, your account access and your ability to use the Services 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 Fiat Account

- You may load funds into your Fiat Account using the payment methods made available on the Dacxi Exchange at any given time. We make no guarantee that any payment method on the Dacxi Exchange will be available at any time.
- Your Fiat Account balance will be updated only after we receive your deposit in cleared funds.
- It is your responsibility to ensure the bank account details you use whenever you deposit funds are correct and up to date.
- We are not responsible for deposits that are not received by us due to:
 - you using the incorrect bank account details, including using details that we have previously instructed you to use that we have since amended;
 - your bank refusing to transfer the money; or
 - any other reason howsoever occurring.
- Incoming payments must be completed through electronic funds transfer from an Australian bank account held in your own name.
- You are responsible for all fees incurred when making a deposit.
- For any reason if Dacxi incurs a charge or fee for your deposit, we reserve the right to deduct the charge or fee from your deposit amount whether before or after crediting your Fiat Account with the deposit.

Funding Crypto Assets to your portfolio

- You can deposit Crypto Assets directly to your Dacxi Wallet via the deposit section of the Dacxi website.
- Your crypto balance will appear in your Dacxi Wallet after it has 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 this confirmation and not Dacxi.

- For information on how to withdraw your Crypto Assets, please see the FAQ page on our website.

Your account

- When you fund your Fiat Account, your balance is held in our bank account held by an Australian regulated ADI or bank. until you send it elsewhere, withdraw it or use it to buy crypto.
- Underlying Crypto Assets are developed using a range of protocols. Dacxi is not responsible for any loss due to errors, 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 and Google Authenticator.
- The use of your account is solely at your own risk. Dacxi has extensive security software and standards in place, however, we are not responsible for any loss incurred as a result of an external security breach.
- You agree that Dacxi is not liable for any errors, losses or omissions as a result of you:
 - sending or receiving Crypto Assets from incorrect wallet addresses or email addresses;
 - entering incorrect transaction amounts; or
 - making any other error or using or supplying any other incorrect 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 from and against any damages or loss due to the delay.
- In the case of death of the account holder (or the account holder otherwise suffering a legal disability), the rights and responsibilities of the account holder are passed on to their = legal personal representative. Dacxi is not required to provide your legal personal representative with access to your account unless and until they can adequately demonstrate their legal entitlement to your account.

Incentive scheme

- Dacxi may offer referral incentives from time to time. Further details of these incentives are outlined on our website.
- Individuals who refer their spouse or partner for individual, super fund, trustor corporate accounts will not be eligible for an incentive or bonus.

Buying and selling Crypto Assets

- You can buy and sell Crypto Assets directly on the trading page of the Dacxi Exchange by initiating a buy or sell order. If a buyer or seller is willing to trade with you at the price stated in your order, we will facilitate the transaction.

- By instructing us to process a Crypto Asset transaction you are giving us permission to debit or credit your Dacxi Wallet and Fiat Account (whichever is applicable) to complete the transaction.
- You acknowledge that Crypto Asset transactions cannot be reversed once they have been completed.
- 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 cancel or refuse to process any 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 account. To view your limits, please log in to your 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 transaction 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 loss in relation to unauthorised or incorrect transactions.

Withdrawals

Making a withdrawal from your Fiat Account

- You can withdraw your Fiat Account balance to a supported bank subject to the fees set out in the Fee Schedule.
- Your request to make a Fiat Account withdrawal will be deemed as your authorisation for us to process 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.
- We do not guarantee bank transfer disbursement times and will not be liable for any delays in you receiving your money.
- In accordance with our compliance policies and procedures, we retain the right to delay withdrawals.

Making a withdrawal from your Dacxi Wallet

- You can withdraw your Crypto Assets to a supported crypto wallet, exchange or other Crypto Asset supported address through the withdraw function of your Dacxi Wallet (withdraw function), subject to the fees set out in the Fee Schedule.
- Your request to make a Crypto Asset withdrawal will be deemed as your authorisation for us to process the withdrawal and your acceptance of any fees to do so.

- 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 Assets.

Membership Fee

- Dacxi will charge you a monthly Membership Fee for your use of the Services.
- The Membership Fee will only be charged for the Crypto Assets held in your Dacxi Wallet.
- For the purpose of calculating the Membership Fee under this section, the value of the Crypto Assets will be determined with reference to the conversion rate of the relevant Crypto Asset to Australian dollars at the time the Membership Fee is charged.
- The Membership Fee will be \$1 per month plus [0.95]% per annum (but charged on a monthly basis) of the Crypto Assets held in your Dacxi Wallet, up to a maximum value of \$[100,000]. For clarity, the Membership Fee will only be charged in relation to Crypto Assets up to this maximum value, and will not be charged in relation to Crypto Assets above this maximum value.
- The Membership Fee will be deducted from your Account in Crypto Assets. If your Account contains insufficient Crypto Assets to pay the Membership Fee, we will deduct whatever is available in your Account.
- Dacxi will deduct the Crypto Assets in the below order of preference:
 - [DACXI], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [BTC], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [ETH], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [LTC], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [XLM], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [DOT], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [LINK], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [USDT], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [DXGT], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [DXST], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [DXPT], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [BCH], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
 - [ADA], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then

- [SOL], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
- [AVAX], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
- [LUNA], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then
- [MATIC], but if the amount held in your Dacxi Wallet is insufficient to cover the Membership Fee; then

Other Fees

- Transaction fees of 0.5% will be applicable on all single Crypto Assets buy and sell orders.
- Blockchain fees for Crypto Asset withdrawals will be applicable. These fees vary from blockchain to blockchain. Fees will be displayed on the withdrawal screen before you submit the transaction.

Prohibited activities

- You agree to use Dacxi without violating any laws, statutes, ordinances or regulations of any jurisdiction.
- You are not entitled to use any products or services, directly or indirectly related to Dacxi or the Dacxi Exchange, to engage in or be involved in any activities or 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, trade marks 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; or
 - the offering of gambling or gaming services.
- You agree not to:
 - use the Dacxi Exchange in any manner that could disable, overburden, damage or impair the Dacxi Exchange or interfere with any other party's use of the Dacxi Exchange;
 - use any device, software or routine that interferes with the proper working of the Dacxi Exchange;
 - introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful; or
 - otherwise attempt to interfere with the proper working of the Dacxi Exchange.

Suspension

- We may suspend your account and your access to the Services and freeze the balance of your Fiat Account and Dacxi Wallet with immediate effect by providing notice to you 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;
 - we are requested to do so to by a regulatory authority;
 - we receive a binding court order requiring the suspension of your account or your access to the Services;
 - you fail to provide any identity verification documents we request or provide false information in relation to your identity;
 - we suspect that someone other than you is attempting to gain access to your account; or
 - you use your account for any illegal, malicious, unauthorised or inappropriate purpose, or if we reasonably suspect you of using your account for those purposes.
- If your account has been suspended we will notify you with a written explanation for the suspension where we are permitted to do so.

Termination

- Termination of the Services shall not affect any rights or obligations of the parties already accrued, except to the extent necessary, and these Terms and Conditions will continue to apply to those accrued rights and obligations.

Termination by you

- You may cancel your account and request to stop using the Services at any time by emailing us at hello@dacxi.com. You should withdraw the balances from your Fiat Account and Dacxi Wallet prior to cancelling your account.
- Upon cancellation of your account,:
 - you will no longer be entitled to earn trading fee bonuses for referring users;
 - you forfeit any existing trading fee bonuses already incurred from referring users;
 - your pending orders will be cancelled; and
 - any rights or obligations accrued prior to the date of cancellation of your account will not be affected.
- The termination provisions set out 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 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;

- o we are requested to do so by a regulatory authority;
- o we receive a binding court order requiring the termination of your account or your access to the Services;
- o you fail to provide any identity verification documents we request or provide false information in relation to your identity;
- o you use your account for any illegal, malicious, unauthorised or inappropriate purpose, or if we reasonably suspect you of using your account for those purposes;
- o we suspect that someone other than you is attempting to gain access to your account;
- o you have not used your account for more than two years; or
- o your country of residence ceases to be Australia.
- o you have more than one account on our platform.

Warranties, indemnities and liability

- You warrant and represent that:
 - o you have not relied on any representations made by or on behalf of Dacxi except those contained in these Terms and Conditions; and
 - o all information and documentation given or made by you is accurate and in no way misleading.
- You agree to defend, indemnify and hold Those Indemnified harmless from and against all claims, demands, damages, costs, penalties, suits, awards, losses, costs, judgments, expenses, fees (including reasonable legal fees) and liabilities of any nature arising out of or relating to any act or omission or any breach of any provision of these Terms and Conditions.
- In no event will Those Indemnified be liable for damage of any kind, under any legal theory arising out of or in connection with the Dacxi Exchange or our Services, including any consequential, direct, indirect, special, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- Those Indemnified will not be liable for loss of any kind that you suffer that arises in any way from your use of the Dacxi Exchange, the Services or these Terms and Conditions, even if such loss was, or should have been, within our contemplation.
- The liability of Those Indemnified in contract, tort or otherwise is excluded to the maximum extent permitted by law.
- You agree to hold Those Indemnified harmless from and against cybersecurity attacks or related losses.
- It is intended that the benefit of these Terms and Conditions are enforceable by Those Indemnified and Dacxi holds the benefit of these Terms and Conditions on trust for Those Indemnified.
- We do not guarantee that the Dacxi Exchange will be secure or free from bugs or viruses or any other type of malicious code or software. You are responsible for configuring your own technology to access the Dacxi Exchange. You should use your own antivirus software.

- We do not provide accounting, legal, financial, consulting, investment or other professional advice. You are responsible for the risks involved in your decision to hold, purchase or sell Crypto Assets.
- Although we make reasonable efforts to provide accurate information on the Dacxi Exchange, we make no representations, warranties or guarantees, whether express or implied, that the content on the Dacxi Exchange is accurate, complete or up to date.
- Accordingly, you should validate any content and information on the Dacxi Exchange before you rely on it.
- Links to third party websites and content are not controlled by us, nor do they imply a partnership with, or an endorsement of the websites or their 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. You access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.
- Dacxi cannot guarantee that the Dacxi Exchange or the Services will be available 100% of the time. We may suspend, withdraw or restrict the availability of all or any part of the Dacxi Exchange for business or operational reasons. You accept and acknowledge that the Dacxi Exchange may become unavailable from time to time and Dacxi will not be responsible for any loss in those circumstances.

Risk warning

- You agree that the Services provided by Dacxi do not constitute an offer of securities or solicitation for investments in securities in any jurisdiction. None of the information provided by Dacxi 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 (including Dacxi Coin) 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.
 - You are fully responsible for ensuring that you understand the risks involved with buying or selling Crypto Assets prior to doing so.. 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 Crypto Assets in the future.
 - Crypto Assets are not legal tender in most countries and are not issued, backed or guaranteed by any government.
 - Dacxi is not responsible for any legislative and regulatory changes or actions at the domestic or international level that 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.

- o Crypto Asset transactions shall be deemed final when recorded on a blockchain ledger, which may not necessarily be the same date or time that the transaction was initiated.
- o There is no assurance that a person who accepts Crypto Assets as payment today will continue to do so in the future.
- o The volatility and unpredictability of the price of Crypto Assets relative to fiat currency may result in significant loss or tax liability over a short period of time.
- o Crypto Assets are derived from the continued willingness of market participants to exchange fiat currency for Crypto Assets, which may result in the potential for permanent and total loss of value.
- o The nature of Crypto Assets invites an increased risk of fraud or cyber-attack.
- o You acknowledge that purchasing Crypto Assets involves risk and could result in financial losses. The performance of the Crypto Assets contained or referred to in the Services are not guaranteed by Dacxi.
- o Dacxi does not provide any guarantee for the value of Crypto Assets and has no obligation to buy back any Crypto Assets at any time.
- o The Dacxi Bundle is not an investment recommendation.
- o The DAC Coin is speculative by nature and its growth, convertibility and future worth are dependent on many variables.
- o The risks outlined in these Terms and Conditions are general risks and do not constitute financial advice. You should seek your own advice from a licensed financial advisor.

Intellectual property

- All intellectual property included in the Dacxi 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) is owned or licensed by Dacxi. You may not copy, modify, copy, transmit or use any of the foregoing materials or content for commercial purposes without our express written consent.

Changes to these Terms and Conditions

- We may vary all or any part of these Terms and Conditions at any time. Customers will be notified via email of these changes. It is your responsibility to check these Terms and Conditions each time you use the Dacxi Exchange or receive the Services to ensure you understand the terms that apply at that time.
- Your continued use of the Services following a variation will be deemed to constitute acceptance of the variation.

General

- Any reference to dollars or \$ is a reference to Australian dollars.
- Dacxi may suspend its obligations under these Terms and Conditions 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 Dacxi claims a force majeure event has occurred it must give notice to you giving all available information in relation to the event and estimating the period of time required to remedy the event and end the suspension. Where Dacxi's obligations have been suspended pursuant to this clause for a period of 60 calendar days or more, you may immediately terminate the delivery of all Services under these Terms and Conditions by notice to Dacxi.
- Where any notice is required 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; and
 - notice can be given to you at the address listed in your account.
- 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, and the remainder of the Terms and Conditions will continue to be valid and enforceable.
- 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 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 New South Wales, Australia and will be construed in all respects as a contract entered into in New South Wales, Australia. The parties hereby submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

Privacy Policy

- By using the Services, you agree to be bound by our Privacy Policy, which can be found on our website.

Contacts

- If you have any questions related to these Terms and Conditions, feel free to contact us at hello@dacxi.com.