

Midas X Blockchain

Terms of Use

21 December 2023

I. INTRODUCTION

These terms of use, along with any related documents and additional terms or policies explicitly included by reference (collectively referred to as "**Terms of Use**"), dictate the conditions for your access and utilization of all content, functionalities, features, and services (referred to as the "**Services**") available through <https://midaschain.ai/> and any other website, web interface or application managed by Demiourgos.Holdings, as described below (all of which are collectively called the "**Website**"). This constitutes a legally binding agreement between Demiourgos Holdings SA, including its affiliates (collectively known as "Demiourgos.Holdings," "we," "us," or "our"), and you, whether as an individual or representing an entity ("you" or "your").

BY ACCESSING OR USING THE SERVICES OR THE WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SERVICES OR WEBSITE.

II. MIDAS X BLOCKCHAIN NETWORK

Midas X Blockchain is groundbreaking liquid staking protocol developed on a second layer blockchain within the Multivers X ecosystem. Our blockchain, known for its innovation and forward-thinking approach, offers a unique blend of liquid staking, tokenization of physical assets, a reward mechanism tied to precious metals and our unique Bitcoin staking opportunities.

The Services encompass, but are not limited to, offering tools and information to enable participants to access and engage in the Midas X Blockchain decentralized protocol, which operates autonomously on blockchain technology using smart contracts (known as the "**Protocol**"). The Protocol operates in a decentralized way, meaning neither we or the individual contributors to the Midas X Blockchain can control, alter, or interfere with transactions once they are initiated in the Protocol. Therefore, the Services, including the Website are separate from the Protocol, and any products or offerings of the Protocol should not be considered as provided by us. For these reasons, references to Services in these Terms of Use do not include the Protocol.

You should be well-informed about the Protocol and its associated risks, including the potential loss or forfeiture of your crypto-assets due to the Protocol's rules, before using it. In addition, you acknowledge and agree that (a) we are not responsible for the operation of the blockchain-based software and protocols underlying the Protocol; (b) we do not have possession, custody, or control over any crypto-asset on the Protocol (other than crypto-assets that we hold for ourselves); (c) we do not have possession, custody, or control over any of your funds as when you interact with the Protocol you retain complete control over your crypto-assets at all times; (d) we cannot and do not guarantee the functionality, security, or availability of the Protocol; (e) the technology on which the Protocol rely may be subject to sudden changes and we cannot and do not guarantee that your access to the Protocol will be uninterrupted or error free or your crypto-assets will be secure at all times; (f) there may be non-refundable gas fees associated with transactions on the Protocol; and (g) there are risks with using Protocol as set forth in its documentation available at <https://midaschain.ai/>.

YOU ACKNOWLEDGE AND AGREE THAT INTERACTING WITH OR USING THE PROTOCOL IS ENTIRELY AT YOUR OWN RISK, AND DEMIOURGOS.HOLDINGS DISCLAIMS ALL LIABILITY OR RESPONSIBILITY AND DOES NOT WARRANT ANY ASPECT OF THE PROTOCOL, REGARDLESS OF HOW IT IS ACCESSED.

Your full use and enjoyment of the Services may require you to pay transactional fees required by their underlying blockchain or distributed ledger service, or by the Protocol itself, that are designed to encourage their intended use among the Protocol's participants ("**Blockchain Fees**"). These Blockchain Fees are not levied directly by us, but rather are determined by your use of the Services and the rules placed by corresponding Protocol and underlying blockchain communities at large. You acknowledge that Demiourgos.Holdings has no control over Blockchain Fees, (including, without limitation, their applicability, payment, amounts, transmission, transmission, intended operation, and effectiveness) whether related to your use of the Services or otherwise, and agree that in no event will Demiourgos.Holdings be responsible to you or any other part for the payment, repayment, refund, disbursement, indemnity, or for any other aspect of your use or transmission of Blockchain Fees.

Please keep in mind that we are not a wallet provider, exchange, broker, financial institution, money services business, or creditor. In order to use our Services, you must have a third-party wallet that enables you to carry out transactions on blockchains.

We reserve the right to modify, change and update these Terms of Use at any time. All changes are effective immediate. We do not guarantee that you can be notified regarding such changes, so it's your sole responsibility to stay updated on any changes we may implement to the Terms of Use. Such changes will only affect the relationship with you for the future. The continued use of the Services and the Website will signify your acceptance of the revised Terms of Use. If you wish to not be bound by the changes, you must stop using the Services and/or Website. If required by applicable law, we will specify the date by which the modified Terms of Use will enter into force.

In the event that any provision of these Terms of Use is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Sue will remain in full force and effect. Any failure of Demiourgos.Holdings to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

In order to address a question, to resolve a complaint regarding the use of the Services or of the Website, or to receive further information regarding the Services, please contact us via e-mail at info@midaschain.ai.

III. ACCESING THE WEBSITE AND THE SERVICE

In order to use our Website and Service you agree you are not under any legal interdiction to use the Website under any applicable law. In order to access the website and use the Service you have to be at least 18 years old. If you are accepting these Terms of Use and using the Service on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms of Use, in which case the words "you" and "your" as used in these Terms of Use shall refer to such entity.

To access certain Services or some of the resources offered on the Website, you may be asked to provide certain registration details or other information. Other Services or resources offered on the Website may require you to utilize certain Web3 capabilities, such a crypto-asset wallet capable of interacting with relevant blockchain nodes ("**Web3 Tools**"). You acknowledge and agree that in interacting with the Website and the Services you will only operate such Web3 Tools with a private key(s) that you created or have the direct, explicit permission of the party who created the relevant private key(s). You agree that all information you provide to interact with the Website, Services, or

otherwise, including, but not limited to, through the use of any interactive features on the Website is correct, current, and complete. You acknowledge and consent to all actions we take with respect to the your information as is consistent with these Terms of Use and all documents referenced or incorporated herein.

In addition you agree that you are using that Web3 Tools under the Terms of Use imposed by the provider of such Tools. We are not responsible for operating and maintaining such Web3 Tools and we do not have custody or control over the contents of such Web3 Tools and we have no ability to retrieve or transfer its contents. You acknowledge and agree that Demiourgos.Holdings shall not be held liable for any issue regarding a possible Web3 Tool malfunction or unavailability.

If you utilize Web3 Tools that rely on a separate username, password, private key, or any other piece of information as part of its security procedures, you must treat such information as confidential, and you must not disclose that information to any other person or entity. You also acknowledge that any identity linked to your Web3 Tools is personal to you and agree not to provide any other person with access to such identity. You also agree to ensure that you will secure or otherwise prevent your Web3 Tools from unauthorized use on this Website or the Services at the end of each session. You should use particular caution when accessing the Website or the Services from a public or shared computer so that others are not able to view or record your username, password, private key, or other personal information. In the event your Web3 Tools credentials are compromised, you acknowledge and understand that all of your related crypto-assets may be compromised as well, and you waive any and all responsibility of and liability against Demiourgos.Holdings related to any losses in any such event.

We shall have the right at any time to change or discontinue any or all aspects or features of the Websites or of certain Services. We reserve the right to terminate your access to the Website or to any of its features or Services at any time, without or without notice, for violation of these Terms of Use or for any other reason, at our sole discretion.

IV. PROHIBITED USES

You may access or use the Website and the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use or access the Website or the Services:

- a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US, EU or other countries).
- b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- d) To impersonate or attempt to impersonate a specific individual contributor, another user, or any other person or entity (including, without limitation, by using email addresses, screen names, similarly named or commonly misspelled URLs, or associated blockchain identities).
- e) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or the Services, or which, as determined by us, may harm us or the participants to the Protocol, or expose them to liability.

- f) If you are a citizen of or otherwise accessing the Website from Burma (Myanmar), Cuba, Iran, Sudan, Syria, the Western Balkans, Belarus, Côte d'Ivoire, Democratic Republic of the Congo, Iraq, Lebanon, Liberia, Libya, North Korea, Russia, certain sanctioned areas of Ukraine, Somalia, Venezuela, Yemen, or Zimbabwe (collectively, **"Prohibited Jurisdictions"**), or you are otherwise listed as a Specially Designated National by the United States Office of Foreign Asset Control ("OFAC").
- g) If doing so is illegal or impermissible according to any applicable laws.
- h) To cause the Services, any of the Services' underlying blockchain networks or technologies, or any other functionality with which the Services interact to work other than as intended.
- i) To take any action that may be reasonably construed as fraud, deceit, or manipulation.
- j) To damage the reputation of Demiourgos.Holdings or impair any of Demiourgos.Holdings's legal rights or interests.

Additionally, you agree not to:

- a) Be likely to deceive or defraud, or attempt to deceive or defraud, any person, including (without limitation) providing any false, inaccurate, or misleading information (whether directly through the Services or through an external means that affects the Protocol) with the intent to unlawfully obtain the property of another or to provide knowingly or recklessly false information, including in any way that causes inaccuracy among the content on the Website or on the Services.
- b) Use the Services to manipulate or defraud any DEX, oracle system, the Protocol, or blockchain network, or the users thereof.
- c) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- d) Cause needless annoyance, inconvenience, or anxiety, or be likely to unreasonably upset, embarrass, alarm, or annoy any other person.
- e) Impersonate any person, or misrepresent the your affiliation with any person or organization in connection with its use of the Website and Services.
- f) Engage in any activity or behaviour that violates any applicable law, rule, or regulation concerning, or otherwise damages, the integrity of the Website or the Services, or any other service or software which relies on the Services.
- g) Give the impression that you emanate from or are endorsed by us or any other person or entity if this is not the case.
- h) Use the Website in any manner that could disable, overburden, damage, impair, or interfere with any other party's use of the Website, including the ability to engage in real time activities through the Website or with the Services.
- i) Use any robot, spider, or other similar automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- j) Use any manual process to copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- k) Use any device, software, or routine that interferes with the proper working of the Website or the Services.

- l) Circumnavigate, by any means, any restriction we may have implemented to prohibit impermissible access to citizens and residents of, or participants physically located in, any Prohibited Jurisdiction.
- m) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful to the Website, the Services, the Participants, any underlying blockchain, or any of the Service's related utilities or functionalities.
- n) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website, including any underlying blockchain.
- o) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use.
- p) Attack the Website, the Services, the Protocol, any of the Services' underlying blockchain networks or technologies, or any other functionality with which the Services interact via a denial-of-service attack or a distributed denial-of-service attack.
- q) Encourage or induce any third party to engage in any of the activities prohibited under these Terms.
- r) Otherwise interfere with or attempt to interfere with the proper working of the Website or the Services in any way.

V. YOUR RESPONSIBILITIES

You agree that when you provide information to us, you will only and at all times provide true, accurate, current, non-misleading, and complete information, and you agree not to misrepresent your identity or any of your account information or related details.

You will ensure that your use of the Services or the Website will not violate: (1) any of our policies that we have made available to you, including the Privacy Policy; (2) these Terms of Use; or (3) any applicable laws or regulations. You are responsible for properly configuring and using the Services or incorporating the Services into your applications and for taking appropriate action to secure your data including without limitation financial or token information and private keys.

The content and information presented on or through the Website (is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any information posted to the Website or through the Services should not be construed as an intention to form a contract, and in no case should any information be construed as Demiourgos.Holdings's offer to buy, sell, or exchange crypto-assets. **Any reliance you place on such information is strictly at the your own risk**, and as is common in the blockchain space, you are assuming a high amount of risk related to others or technical harms when operating via the Website, and the Services. **We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other participant, by anyone who may be informed of any of the Website's or the Services' contents, or by the actions or omissions of others interacting with the Protocol or any underlying blockchain.**

VI. INTELLECTUAL PROPERTY RIGHTS

The Website, including its visual and graphic elements (such as text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information, and other materials, as well as all content and materials contained therein, such as our logos, designs, text, graphics, pictures, data, software, sound files, and other files, are the exclusive property of Demiourgos.Holdings, our

affiliates, licensors, or users, as applicable. You agree not to take any actions that are inconsistent with our ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Website and/or Service and its content, including the exclusive right to create derivative works.

The name, logo, trademarks, and any product or service names, designs, logos, and slogans associated with Demiourgos.Holdings are our intellectual property or the intellectual property of our affiliates or licensors, and may not be copied, imitated, or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" that utilize "Demiourgos.Holdings" or any other name, trademark, or product or Service name of Demiourgos.Holdings or our affiliates or licensors without our prior written permission. Additionally, the look of the Website and Service is considered the service mark, trademark, or trade dress of Demiourgos.Holdings and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

All other third-party trademarks, registered trademarks, and product names mentioned on the Service or in the content linked to or associated with any NFTs displayed on the service are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the relevant intellectual property rights holder. Mentioning any products, services, processes, or other information by name, trademark, manufacturer, supplier, or otherwise does not imply endorsement, sponsorship, or recommendation by Demiourgos.Holdings.

We welcome your feedback and suggestions for improvement to the Services and the Website ("**Feedback**"). We will try to review your Feedback but are not obligated to release any modifications or improvements you submit to us based on your Feedback. Please note that we will own all right, title, and interest in and to all Feedback you submit. You represent and warrant that (a) you and your licensors own all right, title, and interest in and to your Feedback; and (b) you will not violate any intellectual property or other rights of third parties in providing Feedback to us.

VII. THIRD PARTY CONTENT AND SERVICES

References, links, or referrals to or connections with or reliance on third-party resources, products, services, or content, including smart contracts developed or operated by third parties, may be provided to users in connection with the Website. In addition, third parties may offer promotions related to the Service. We do not endorse or assume any responsibility for any activities of or resources, products, services, content, or promotions owned, controlled, operated, or sponsored by third parties.

If you access any such resources, products, services, or content or participate in any such promotions, you do so solely at their own risk. You hereby expressly waive and release Demiourgos.Holdings from all liability arising from your use of any such resources, products, services or content or participation in any such promotions.

You further acknowledge and agree that we will not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such resources, products, services, content, or promotions from third parties.

VIII. MINTING OF CRYPTO ASSETS

The MidasXBlockchain ecosystem offers the unique feature of minting digital assets, including non-fungible tokens (NFTs) as part of the Star NFT System and other digital tokens within our ecosystem.

To participate in the minting process, you must meet specific eligibility criteria, including age and jurisdictional requirements. Compliance with these criteria is mandatory.

The Star NFT System allows users to mint NFTs representing various forms of ownership and roles within the Midas X Blockchain ecosystem. This system will release NFTs through predefined rounds: Seed, Private, and Public, each with specific terms and pricing.

Minting of digital assets will be subject to limits and availability, as determined by the protocol's design and regulatory constraints. Information on these limits will be updated and communicated regularly.

For the minting and/or trading services provided, Demiourgos.Holdings shall not perceive any transaction fees ("gas fees"), although this may be subject to change in the future.

You are responsible for all payments, fees and costs when engaging in any transactions on the Demiourgos.Holdings platform, including, without limitation, the purchase price and all other fees associated with your use of the services or the services of third-party vendors, including but not limited to purchasing, trading and "*burning*" an NFT.

All fees may be made by using one or more cryptocurrencies or other type of currencies that we may elect to accept from time to time. Demiourgos.Holdings is under no obligation to accept certain cryptocurrencies and we retain the right in our sole discretion to determine what currencies or payment option to accept at any time. You acknowledge and agree that all transactions effectuated through the website are publicly visible on the Multiverse X public blockchain when made.

All fees paid on website are final and non refundable, except as required by applicable law. By accessing the Website you agree to pay all the applicable fees. Demiourgos.Holdings may revise the pricing for the services offered on the Website at any time.

You also are solely responsible for payment of all national, federal, state, local or other taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any national federal, state, local, international or any other governmental authority or taxing jurisdiction, including, without limitation, any income, sales, use, value-added (VAT), goods and services and other taxes and duties associated with your use of the services, the services of third party vendors, and your purchase of NFTs from any party. You are solely responsible for any tax reporting for transactions in which you may be a seller of NFTs or any gains made as an initial investors.

Demiourgos.Holdings is not responsible or liable to determine whether any NFT material is legal, proper and lawful. The user is solely responsible and liable to check and upload the NFT material in accordance with these Terms of Use and the applicable laws and regulations.

You acknowledge and agree that Demiourgos.Holdings may revise or take action that impacts the perceived value of or pricing for any NFT or any other digital item. The user acknowledges that Demiourgos.Holdings has no authority on any subsequent sales of the NFTs on secondary marketplaces and that the resale of NFTs will be made based on the Terms of Use of the third parties marketplaces.

IX. PRIVACY

For information regarding our collection, use and disclosure of personal data and certain other data, please see our Privacy Policy (the "**Privacy Policy**"). By using the Services or the Website, you consent to our collection, use and disclosure of personal data and other data as outlined in the Privacy Policy.

X. COMITMENTS

Demiourgos.Holdings has made no commitments or promises orally or in writing with respect to delivery of any future features or functions of the Services, Website and/or any other component of the Midas X Blockchain ecosystem.

In relation to any future features or functions, all presentations, request for proposal responses, and/or product roadmap documents, information, or discussions, either prior to or following the entering into of this agreement, are for informational purposes only, and Demiourgos.Holdings shall have no obligation to provide any future releases or upgrades or any features, enhancements or functions unless specifically agreed to in writing by both parties.

You acknowledge that you did not make any decisions based upon any future features or functions of the Services, Website and/or any other component of the Midas X Blockchain ecosystem.

XI. DISCLAIMERS AND ASSUMPTION OF RISK

By agreeing to these Terms of Use you understand that you are solely responsible for the private key and or passwords associated with your Web3 Tools when you use the Website and/or the Services. Demiourgos.Holdings will not be held liable for any losses or damages incurred due to the loss of theft of a private key or ant of your associated credentials.

The Services, Website and Protocol are available through the internet, and you acknowledge that access to such assets depends on numerous factors, technologies, and systems, all of which are beyond the authority and control of Demiourgos.Holdings. You acknowledge and agree that Demiourgos.Holdings shall not be liable or responsible for any inability to access or use the Services, Website and/or Protocol due to blockchain and/or computer network issues.

You acknowledge and agree that Demiourgos.Holdings may employ, delegate, engage, associate, or contract with one or more affiliates, agents, or service providers as Demiourgos.Holdings may deem necessary or desirable to assist it in providing access to the Website, Services and/or Protocol or discharging its other obligations under this agreement.

Furthermore, you acknowledge and agree that blockchains, DEXs, DeFi, crypto-assets, the Protocol, and their related technologies and functionalities are still emerging innovations that carry a relatively high amount of foreseeable and unforeseeable risk from security, financial, technical, political, social, and personal safety standpoints. The mere access to and interaction with blockchains requires high degrees of skill and knowledge to operate with a relative degree of safety and proficiency. Crypto-assets are highly volatile in nature due to many diverse factors, including without limitation use and adoption, speculation, manipulation, technology, security, and legal and regulatory developments and application. Further, the speed and cost of transacting with cryptographic technologies, such as blockchains like those underlying the Protocol, are variable and highly volatile. Moreover, the transparent nature of many blockchains means that any interactions you have with the Protocol and any blockchain may be publicly visible and readable in human form.

By accessing and using the Website or the Services, you acknowledge the foregoing, and agree and represent that you understand and assume such and other risks involved with blockchains, DeFi, the Protocol, and related technologies (including without limitation any specific technical language used in this agreement). You further represent that you have all knowledge sufficient to work, and you are informed of all foreseeable risks and the possibility of unforeseeable risks, associated with blockchains, crypto-assets, Web3 Tools, smart contracts, the Protocol, and the Services. You further acknowledge, and assume all risk related to the possibility, that any information presented via the Website, or Services may be inaccurate, possibly due to another party's malicious activities and

possibly to your severe harm or detriment. You agree that we are not responsible for any of these or related risks, do not own or control any blockchain and that the Protocol itself is managed by a dispersed group of individual contributors who cannot guarantee the safe or accurate functioning of the Services, and shall not be held liable for any resulting harms, damages, or losses incurred by or against your experiences while accessing or using the Website or the Services.

By using the Website you hereby declare that you accept and acknowledge:

- The value of crypto-assets is a matter of personal interpretation and may be susceptible to fluctuations and volatility, with cryptocurrency price fluctuations potentially having a material and adverse effect on crypto-assets prices;
- You recognize and accept that this subjectivity and volatility could result in financial losses;
- The failure to use or a lack of public interest in the creation and expansion of distributed ecosystems could negatively impact the development of these ecosystems and their associated applications, which could further have a negative impact on the potential utility of crypto-assets;
- The regulatory framework governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies could significantly and adversely affect the growth of the Services and the usefulness of crypto-assets;
- It is your sole responsibility to determine whether your transactions are subject to taxes and to withhold, collect, report, and remit the appropriate tax amounts to the appropriate tax authorities. We are not liable for determining, withholding, collecting, reporting, or remitting the taxes that relate to your crypto-assets;
- Peer-to-peer transactions involving items associated with content produced by third parties are subject to risks, including the possibility of purchasing counterfeit, mislabeled, metadata-decaying, or untransferable items that have smart contract bugs;
- You certify that you have done adequate research before deciding to sell, obtain, transfer, or otherwise engage with any crypto-assets or accounts/collections.
- We have no control over the public blockchains that you engage with or over some smart contracts and protocols that are necessary for you to complete transactions on these public blockchains. Furthermore, blockchain transactions are irreversible, and we have no authority to reverse any transactions on the blockchain;
- There are risks associated with utilizing internet and blockchain-based products, including but not limited to hardware, software, and internet connection risks, the danger of malicious software, and the possibility of unauthorized third-party access to your third-party wallet;
- We reserve the right to conceal collections, contracts, and items that are affected by these problems or others. The items you acquire may become inaccessible on our Website or incompatible with our Services. Under no circumstances will the inability to view items on Website or an inability to use the Service in conjunction with the purchase, sale, or transfer of items available on any blockchain be used as grounds for a claim against Demiourgos.Holdings.
- MidasXBlockchain is developed on the Multiverse X blockchain and by using the Protocol you hereby declare that you understand that Demiourgos.Holdings does not have any control over the operability of the underlying blockchain. You agree and understand that Demiourgos.Holdings will not be responsible for any communication failures, disruptions,

errors, distortions, or delays you encounter when utilizing the Service, the Protocol or any blockchain network, regardless of the cause. Under no circumstance you shall hold Demiourgos.Holdings liable for any losses incurred as a result of any technical problems or other events such as “forks”, that may appear on the underlying blockchain. Demiourgos.Holdings does not assume any responsibility to notify you of pending problems that may arise with or in connection to the underlying blockchain;

- We are not responsible or liable if any laws and regulations pass that render crypto-assets illegal, or unlawful, or impose restrictions to the use, minting or issuance of, or any transactions relating to crypto-assets;
- You have in full and that you understand and agree with these Terms of Use, the information provided regarding Midas X Blockchain, and you have adequate knowledge and expertise of distributed ledger/blockchain technologies, tokens, accounts, keys;
- You have conducted your own, independent, thorough, and positive due diligence on the Midas X Blockchain, and other matters considered in these Terms of Use in determining to use the Midas X Blockchain;
- You understand and agree that being a party of this agreement may be subject to material underlying risks, such as liquidity risks (e.g. locking periods), market risks, credit/counter party risks, slashing risks, blockchain risks, and/or other operational risks;
- You are acting on your behalf, using your own account and you made your decision to enter into this agreement independently and as to whether this agreement is appropriate or proper for you based upon your own judgment and upon advice from such advisers as you have deemed necessary;
- You are not on the US OFAC, United Nations, European Union sanctions/embargo.

Accordingly, you acknowledge the foregoing, represent your understanding of the foregoing, and agree to assume full responsibility for all of the risks of accessing and using the Website and interacting with the Services, whether mentioned in this Section or otherwise. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Website and your interaction with the Services.

XII. LIMITATION OF LIABILITY

We shall not bear any liability for the actions or conduct of any user or of any third parties in connection to the usage of Website and of any of the Services. You take full responsibility for the use of the Website and any of the Services.

To the maximum extent permitted by applicable law, in no event shall Demiourgos.Holdings, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Website, the Services and/or the Protocol;
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Website or the information contained therein, the Services and/or the Protocol;
- any errors, mistakes, or inaccuracies of content;

- personal injury or property damage, of any nature whatsoever, resulting from user access to or use of the Website, the Services and/or the Protocol;
- any unauthorized access to or use of Demiourgos's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Website, the Services and/or the Protocol;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Website, the Services and/or the Protocol;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Website, the Services and/or the Protocol; and/or
- any direct, indirect, punitive, incidental or consequential damages or damages for lost profits, arising out of, or in any way connected with usage of the Website or with the inability to use the Services and/or the Protocol.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Demiourgos.Holdings has been advised of the possibility of such damage.

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, users shall have no right to claim damages against Demiourgos.Holdings (or any natural or legal person acting on its behalf).

If you have a dispute with one or more users in connection to the usage of the Website, the Services and/or the Protocol, you hereby agree that you release Demiourgos.Holdings from all claims and damages of any kind arising out or connected in any way with such disputes.

By using the Website, the Services, the Protocol and/or any other component of the Midas X Blockchain ecosystem, acquiring and using crypto-assets, and participating in IDO and/or any other event, you agree to not hold Demiourgos.Holdings or its affiliates, representations, agencies, managers, directors, employees, entities, owners, founders liable for any loss or damages, whether incidental or consequential, arising from, or connected to the Website, the Services, the Protocol and/or any other component of the Midas X Blockchain ecosystem.

You expressly acknowledge that you have fully understood all the potential risks, uncertainty, costs, benefits of the Website, the Services, the Protocol and/or any other component of the Midas X Blockchain ecosystem.

When acquiring tokens and participating in the IDO you shall consider and accept the following:

- It is and it shall not be treated as an offer for investment and it does not constitute a proposal of securities in any country or state;
- Upon being informed of the fact that a person is a citizen or resident of a Prohibited Jurisdiction, Demiourgos.Holdings will treat such an acquisition as void and no crypto asset shall be acquired by the citizen or resident of the Prohibited Jurisdiction. — Neither crypto-assets nor Demiourgos.Holdings's assets shall be considered fiat money.
- All acquisitions of crypto assets shall be final and non-refundable unless the Demiourgos.Holdings states or provides otherwise. By acquiring crypto assets you agree that Demiourgos.Holdings shall not give refunds for any reason and you shall

not receive any refund for any crypto asset even if the t crypto asset is unusable, lost, or unavailable.

- You as an acquirer shall take appropriate technical and security steps to protect and maintain your blockchain wallet's security or similar means for possessing crypto asset. The same level of protection and maintenance shall be provided by you to your private details and account details, without which you cannot access your accounts/wallets or similar means for possessing crypto asset.
- By acquiring crypto asset you agree that Demiourgos.Holdings shall not be required to give you a refund, account reset or other access to crypto assets and Demiourgos shall not be liable to you for any damage or loss in the context of your inability to access crypto assets.
- Demiourgos.Holdings disclaims any responsibility for any consequential or direct damage or loss of any kind arising from: (i) reliance on information published in this document, the Website, third-parties websites, and any applications, (ii) any error, omission, or inaccuracy of such information or (ii) any action or omission arising therefrom. You shall bear in mind that crypto assets are not an investment.
- We do not guarantee or predict anything regarding the value of the crypto assets. You acknowledge that crypto assets may increase or decrease in value from time to time. There is a list of risks that may occur. Please read and understand it. This list is not exhaustive and may be added by Demiourgos.Holdings at any time.

XIII. NO PROFESSIONAL ADVICE

All information or content provided or displayed by the Website (including, without limitation, on the Interface) is for informational purposes only and should not be construed as professional advice (including, without limitation, tax, legal, or financial advice). You should not take or refrain from taking any action based on any information or content displayed or provided on the Website or through the Services. You should seek independent professional advice from an individual licensed and competent in the appropriate area before you make any financial, legal, or other decisions where such should be considered prudent. You acknowledge and agree that, to the fullest extent permissible by law, you have not relied on Demiourgos.Holdings, the content on the Website, or the Services for any professional advice related to your financial or legal behaviors.

XIV. NO FIDUCIARY DUTIES

These Terms of Use, and the provision of the Website and the Services, are not intended to create any fiduciary duties between us and you or any third party. Individual contributors never take possession, custody, control, ownership, or management of any crypto-assets or other property transmitted via the Services. To the fullest extent permissible by law, you agree that neither your use of the Website or the Services causes us or any participant to owe fiduciary duties or liabilities to the you or any third party. Further, you acknowledge and agree to the fullest extent such duties or liabilities are afforded by law or by equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated, and that we and any other participant shall be held completely harmless in relation thereof. You further agree that the only duties and obligations that we owe to you, and the only rights you have related to this agreement or your use of the Website or the Services, are those set out expressly in these Terms of Use or that cannot be waived by law. Further, you agree and understand that you are responsible for all applicable reporting

requirements and deadlines, including taxes and relevant fees, and that we owe you no affirmative duties with respect to said reporting requirements and deadlines.

XV. No Insurance.

Your crypto accounts are not checking or savings accounts. We do not provide any kind of insurance to you against any type of loss, including (without limitation) losses due to decrease in value of assets, assets lost due to a cybersecurity failure, or from your or other individuals' errors or malfeasance. In most jurisdictions crypto-assets are not considered legal tender, and most crypto-assets are not backed by any government. Neither your crypto-asset balances nor any of your transactions via the Interface or Protocol are covered by Federal Deposit Insurance Corporation (FDIC), Securities Investor Protection Corporation (SIPC), or other similar protections.

XVI. INDEMNIFICATION

The user agrees to defend, indemnify and hold harmless Demiourgos.Holdings, its affiliates, licensors and service providers, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of:

- your use of and access to the Website, including any data or content transmitted or received by the user, the Services and the Protocol;
- your violation of these Terms of Use, including, but not limited to, user's breach of any of the representations and warranties set forth in these Terms of Use;
- your violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- your violation of any statutory law, rule, or regulation;
- any content that is submitted by you, including third party access with your unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- your fraudulent or willful misconduct; or
- statutory provision by user or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

XVII. NOTICES

Any notice required or permitted to be given in connection with these Terms of Use will be deemed to be delivered if it is personally delivered or sent by electronic mail (email), certified or registered mail or overnight courier, postage prepaid with return receipt requested, and addressed to the relevant party thereto at the address specified on the signature pages hereto or at such other address as such party may specify to the other party in writing from time to time.

XVIII. ASSIGNMENT

You shall not assign or otherwise transfer any of its rights or obligations under this agreement. Any assignment or other transfer in violation of the above will be null and void. Demiourgos.Holdings may assign or transfer this agreement or any rights or obligations hereunder to any affiliate of Demiourgos.Holdings without prior written consent from you. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, and permitted assigns.

XIX. APPLICABLE LAW AND DISPUTE RESOLUTION

These Terms of Use will be governed by and construed in accordance with the laws of Romania, and the courts of Romania will have exclusive jurisdiction over any claim or dispute arising under or in connection with the usage of the Website or these Terms of Use.

Although the Website and the Services may be available and accessible in other jurisdictions, each user hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific personal jurisdiction over the jurisdiction mentioned above.

However, Demiourgos.Holdings retains the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. By accessing the Website and the Services you waive any and all objections regarding the applicable law and jurisdiction.

XX. FORCE MAJEURE

Demiourgos.Holdings is not obliged to comply with the obligations set out in the present Terms of Use, as a result of a cause beyond its control, including but not limited to fortuitous events (e.g., legal measures in war or strike situations, also then when they occur in third party companies, official measures taken by the authorities, failure of communication networks and portals of other providers, disruptions regarding network operators and other failures), other actions / inactions for which the administrators of the Site are not responsible.

Neither Demiourgos.Holdings nor any users shall be liable for failure to perform on time and / or for improper performance - in whole or in part - of any obligation incumbent on it under the present Terms of Use if the non-performance or improper performance of that obligation has been caused by force majeure / fortuitous event, as defined by the laws of Romania.

XXI. NO WAIVER

Demiourgos.Holdings's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

XXII. SEVERABILITY

Should any provision of these Terms of Use be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the remaining provisions, unless the severed provisions are essential or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.