

AuraDEX – Terms and Conditions

Last Updated: 01/05/2025

These Terms and Conditions (“Terms”) govern your access to and use of the AuraDEX platform (“AuraDEX” or “the Platform”), operated by AURA S.R.L., Company reg. No. 3-102-941727 with a registered seat at San José, Escazú, Centro Comercial La Paco, 10 Plaza Florencia, Costa Rica. By using AuraDEX, you agree to these Terms in full. If you do not agree, you must discontinue use immediately. AuraDEX is provided by a non-custodial decentralised exchange service provider (“we,” “us,” or “our”).

1. ACCEPTANCE OF TERMS AND ELIGIBILITY

1.1. Legally Binding Agreement: By accessing or using AuraDEX, you confirm that you have read, understood, and agree to be bound by these Terms. You must have the legal capacity to enter a binding contract. If you are using AuraDEX on behalf of an entity, you represent that you have authority to bind that entity.

Minimum Age: You must be at least 18 years old (or the age of majority in your jurisdiction) to use AuraDEX. By using the Platform, you affirm that you meet this age requirement.

1.2 Compliance and No Restricted Users: You represent that your use of AuraDEX does not violate any laws or regulations applicable to you. You are not a person or entity barred from using the Platform under the law of your jurisdiction or other applicable sanctions. In particular, you are not located in or a citizen of any country subject to comprehensive sanctions (e.g. UN or OFAC-sanctioned countries) and are not on any prohibited persons list. We may restrict or block access to the Platform in certain jurisdictions in compliance with trade sanctions or if required by law.

1.3 Personal Use and Capacity: If you are an individual, you represent that you are using AuraDEX for yourself and not on behalf of any prohibited third party. If you are an entity, you are duly organized and have the authority to agree to these Terms. Your use of AuraDEX must not breach any contract or legal obligation by which you are bound.

2. DESCRIPTION OF SERVICES

2.1 Decentralized Exchange Interface: AuraDEX provides a web and/or mobile-based interface (“Interface”) that allows users to interact with a set of decentralized smart contracts on one or more public blockchain networks for the purpose of trading compatible digital assets (the “Protocol”). The Interface is one (but not the exclusive) means of accessing the Protocol. You understand that the Protocol consists of autonomous smart contracts that we do not own or control once deployed.

2.2 Non-Custodial Platform: AuraDEX is a non-custodial platform. This means we never take possession of your cryptocurrency assets. Trades occur directly between user-controlled wallets via smart contracts. You retain sole control of the private keys to your digital asset wallets at all times. You are responsible for safeguarding your own wallet and keys. We do not store, recover, or manage your private keys, and we have no access to user funds held in your wallet.

2.3 Wallet Integration: To use AuraDEX, you must connect a compatible digital wallet. You may use a third-party wallet of your choice. Use of any third-party is subject to that wallet’s own terms of service. AuraDEX’s Interface will prompt transactions via your wallet, but you are solely responsible for authorizing and broadcasting blockchain transactions. We are not a party to the transactions between your wallet and the Protocol.

2.4 No Broker or Counterparty: When you trade on AuraDEX, you are not buying from or selling assets to us. The Platform facilitates peer-to-peer trade execution through the Protocol’s smart contracts. We do not act as an exchange counterparty or broker-dealer for your trades. We do not operate order books or custody funds; all swaps are executed by smart contracts using liquidity provided by users globally.

2.5 Liquidity Pools: Trades on AuraDEX occur against liquidity pools supplied by independent liquidity providers (“LPs”). Traders pay a small fee on each trade, which is generally distributed to those LPs according to the Protocol’s rules. AuraDEX itself typically does not provide liquidity into pools and does not guarantee the availability of any trading pair or liquidity amount. Liquidity providers are third parties, and their participation can affect pricing and slippage.

3. REGULATORY COMPLIANCE

3.1 Anti-Money Laundering (AML) and Countering Terrorism Financing: We are committed to preventing illicit use of our Platform. Accordingly, we reserve the right to

implement compliance controls. We may require users to undergo identity verification (KYC) or other screening if mandated by law or if suspicious activity is detected. By using AuraDEX, you agree to provide information and cooperation for any compliance checks if required.

3.2 Jurisdictional Use and Responsibility: We make no representations that the Platform is appropriate or available in any specific jurisdiction. Users accessing AuraDEX do so on their own initiative and are responsible for compliance with their local laws. The Platform should not be used in any location where its use would be illegal or would require us to obtain an additional license.

3.3 Data Protection: We value user privacy. If we collect any personal information (for example, if you participate in an affiliate program or provide contact details for support), we will inform you of the purpose and obtain necessary consent, ensuring data is processed lawfully, securely, and for legitimate purposes. We maintain a Privacy Policy (available on our website) that describes how we collect, use, store, and disclose personal data. By using AuraDEX, you acknowledge that you have read our Privacy Policy and consent to our data practices.

3.4 No Advice or Broker-Dealer Services: AuraDEX provides technology for trading but does not provide investment advice, financial advice, or any personalized investment recommendations. All trades you execute are self-directed and unsolicited; you acknowledge that we have not advised or recommended any trade to you. We are not a registered broker, financial advisor, or investment dealer. Use of the Platform is at your initiative, and you are solely responsible for determining the appropriateness and consequences of any transaction. Nothing on the Platform is intended as an offer, solicitation, or recommendation to buy or sell any asset, nor is it financial advice. If you need advice, you should consult a qualified professional. Additionally, our operation of the DEX is not an exchange or broker service under securities laws; for instance, we are not registered with the U.S. SEC or other securities regulators, and the Platform is not guaranteed to offer best execution or best pricing beyond what the decentralized market provides.

4. USER RESPONSIBILITIES AND PROHIBITED ACTIVITIES

By using AuraDEX, you agree to the following user responsibilities and you commit not to engage in prohibited activities:

4.1 Maintain Wallet Security: You are responsible for the security of your wallet and private keys. Any transaction authorized through your wallet (via private key or seed phrase) will be deemed authorized by you. Do not share your seed phrases, private keys, or wallet passwords with anyone. We will never ask you for this sensitive information. If you lose access to your wallet (e.g., lose your private key or recovery phrase), we cannot recover it or your assets – you may permanently lose access to your funds. Use strong passwords, keep your software updated, and consider using hardware wallets for additional security.

4.2 Safe Use of the Platform: You must use the official AuraDEX Interface or authorized integrations. Do not use automated scripts or any means other than our supported interface to access the Platform in a manner that could disrupt our services or the underlying Protocol. Avoid phishing sites and ensure you are using the correct URL. We are not liable for losses if you interact with a fraudulent application or imposter site. Always verify that you interact with the genuine AuraDEX smart contracts and interface.

4.3 Lawful Purposes Only: You agree to use AuraDEX only for lawful purposes. Prohibited uses include, but are not limited to: money laundering, terrorist financing, sanctions evasion, fraud, tax evasion, or any other criminal or illicit activities. You shall not use the Platform to conduct any illegal transaction under the laws applicable to you or us. If you engage in any prohibited activity, we may terminate your access and report such activity to law enforcement or regulatory authorities as required.

4.4 No Harmful Conduct: You shall not engage in activities that harm or disrupt the Platform, other users, or the underlying networks. For example, you must not: Attempt to hack, attack, DDOS, or exploit the smart contracts, the Interface, or any associated software or networks. Introduce any malware, viruses, or harmful code into the Platform or any user's devices. Use AuraDEX to transmit or store any content that is unlawful, infringing, defamatory, or otherwise objectionable. Abuse or spam any features (such as an affiliate or referral system, if applicable) or attempt to manipulate markets (e.g. engage in wash trading or front-running beyond what is inherent in public blockchains).

4.5 Respect Others' Rights: You agree not to violate or infringe the rights of others, including privacy, intellectual property, or other proprietary rights. Do not impersonate others or misrepresent your affiliation. If you receive information about other users

through the Platform (for example, if an affiliate program shares referral info), you must keep such information confidential and use it only for permitted purposes, respecting data protection laws.

4.6 Taxes and Legal Compliance: You are solely responsible for reporting and paying any taxes applicable to your activities on AuraDEX. We do not provide tax advice. Ensure you comply with any tax obligations, as well as any foreign exchange or capital controls in your jurisdiction. AuraDEX shall not be responsible for any tax liabilities you incur from trading or earning rewards on the Platform.

4.7 Cooperation with Investigations: If we or any regulatory or law enforcement authority investigate a suspected violation of these Terms or illegal activity related to your use of AuraDEX, you agree to cooperate fully. This may include providing information or ceasing certain activities. While we respect user privacy, we may be legally required to share certain information or to block access in such events in accordance with our Privacy Policy.

4.8 No Fiduciary Duties: You understand and agree that your use of AuraDEX does not create any fiduciary relationship between you and us. We owe no fiduciary duty to you; to the maximum extent permitted by law, any such duties or liabilities are disclaimed and waived. Our only obligations are those expressly set forth in these Terms. You are responsible for your own decisions, and we are not your agent or advisor.

5. RISK DISCLOSURES

Trading and interacting with decentralized finance (DeFi) protocols involve significant risks. By using AuraDEX, you acknowledge and assume all risks associated with the following, without limitation:

- **Market Volatility:** The cryptocurrency market is highly volatile. The value of digital assets can fluctuate dramatically in a short period. You may incur large losses in a brief time frame. There is no guarantee of profit.
- **Liquidity Risk:** Some tokens may have limited liquidity, meaning you might not be able to quickly sell or exchange your assets without a significant price impact. Prices and liquidity have historically experienced large fluctuations and may do so in the future.

- **Not Legal Tender & No Backing:** Digital assets traded on AuraDEX are not legal tender and are not backed by any government. Cryptocurrencies generally have no physical form and are not insured or guaranteed by any government or financial institution.
- **Regulatory Uncertainty:** Legislative and regulatory changes or actions at the national or international level may adversely affect the use, transfer, or value of digital assets. The legal status of some crypto assets may be unclear, and new laws (such as securities or commodities laws) might apply. These changes can make some transactions illegal or impractical. AuraDEX may have to restrict services in certain regions if laws change.
- **Irreversible Transactions:** Transactions on blockchain networks are typically irreversible. When you trade or transfer assets via AuraDEX, there is no bank or centralized party to reverse a mistaken transaction. If you send assets to an incorrect address or trade the wrong token, you may not be able to recover your funds. Use caution and double-check all transaction details (asset type, amount, destination address) before confirming.
- **Blockchain Network Risks:** AuraDEX relies on underlying blockchain networks (e.g., Solana). Any failure, disruption, or security breach of the underlying blockchain can compromise the Platform. Risks include: network congestion, high transaction fees (gas), network forks or chain splits, or consensus failures. Notably, a blockchain may “fork” into two incompatible chains, which can affect which version of assets is supported. AuraDEX may not support certain forks or airdrops unless announced. You accept the risk that blockchain network events can impact the value and transferability of your assets.
- **Smart Contract Risks:** You acknowledge that smart contracts power the AuraDEX Protocol and associated DeFi integrations. Smart contracts, like any software, may contain bugs, vulnerabilities, or exploits that could cause you to lose tokens or otherwise not function as expected. No smart contract code is guaranteed error-free. While audits or formal verifications (if any) increase confidence, they do not guarantee security. By using AuraDEX, you accept the inherent risks of smart contracts – this includes the risk that we or you cannot stop or undo a contract action even in the event of a bug or exploit. Once deployed, we do not control the Protocol and are not liable for bugs or vulnerabilities in the underlying smart contracts.

- **Wallet Security Risks:** The security of your experience depends on your wallet and device security. If your wallet is compromised (through malware on your device, phishing attacks, or your own error), you may lose control of your assets. Unauthorized parties might execute transactions from your wallet. Always safeguard your credentials and use caution when connecting your wallet to applications.
- **Third-Party Risk:** There may be third-party providers integrated with AuraDEX (for example, providers of liquidity, oracle services for price data, bridges for cross-chain assets, etc.). Third-party services may carry their own risks. These can include counterparty risk (if a bridge custodian fails), oracle failures leading to incorrect pricing, or failure of any integrated dApp. We do not guarantee and are not responsible for the security, accuracy, or functionality of third-party protocols or services that lie outside of our direct control. Use of any third-party service is at your own risk and subject to that third party's terms.
- **Stablecoin Risk:** If you trade so-called "stablecoins" or assets intended to hold a stable value, be aware that stablecoins may not be as stable as claimed. Some stablecoins are not fully collateralized or rely on algorithms; they can lose peg (value) significantly. You accept the risk that a stablecoin could depeg or collapse in value, leading to losses.
- **No Insurance / Loss of Access:** Assets held and traded through AuraDEX are not covered by insurance the way bank deposits are. Neither the operator of AuraDEX nor most liquidity pools offer insurance for lost or stolen funds. Additionally, if you lose access to your wallet (e.g., lost keys with no backup), there is no recovery mechanism – your funds could be permanently inaccessible. We encourage users to take all necessary precautions (such as backing up seed phrases securely).
- **Technology and Downtime:** You understand that AuraDEX's interface or the underlying networks may experience technical issues, downtime, or interruptions. For example, there may be scheduled maintenance, unanticipated bugs, or cyber-attacks resulting in service unavailability. You should be prepared for occasional service downtime and account for that in your trading strategy (for instance, you may not be able to trade or withdraw at certain times). We do not guarantee continuous, uninterrupted access to the Platform.

- **Price Slippage and Execution Risk:** When you submit a trade, the price you receive is determined by the Protocol at execution time, which could differ from the price quoted when you submitted the transaction due to market movements. High volatility or large orders can result in price slippage. There is also a risk that your transaction may fail or revert (for example, if the price moves beyond your slippage tolerance or there's insufficient gas). Additionally, because transactions are public on the blockchain before confirmation, others might see your transaction and attempt to trade ahead of it (miner extractable value or front-running). This could result in a worse price or failed transaction for you. AuraDEX cannot prevent this inherent risk of public blockchain trading. You should use appropriate precautions (such as setting reasonable slippage limits) and understand that transaction timing and ordering on the blockchain are outside of our control.
- **Affiliate Program Risks:** If you participate in our affiliate or referral program (whereby you earn rewards from trading fees generated by referred users), be aware that such a program is subject to change. Commissions are based on actual trades and fees collected. If trading volume declines or if we modify the program, your affiliate earnings may decrease. We make no guarantee of any specific income from referrals. Also, you should ensure your promotion of AuraDEX complies with relevant laws and these Terms; improper or illegal referral activity can lead to termination of your affiliate participation.

By using AuraDEX, you expressly acknowledge that you understand the above risks and that you assume all responsibility for any outcomes. You agree that we are not liable for any losses you may incur due to these risks or other risks inherent in cryptocurrency markets and blockchain-based transactions.

6. TRANSACTION PROCESSING AND FEES

6.1 User Initiated Transactions: All trades and transactions on AuraDEX are initiated by you through your wallet. When you submit a swap or other transaction, you are instructing the smart contract to execute that action on your behalf. Transactions are processed by the decentralized blockchain network, not by AuraDEX operators directly. This means a transaction is considered executed and final only when it is confirmed

on the blockchain and reflected in the distributed ledger. We do not guarantee that any transaction you submit will be confirmed within a specific timeframe. You may experience delays or failures if the network is congested or if the transaction parameters are unfavorable.

6.2 No Cancellation: Once a transaction is submitted to the blockchain, it cannot be cancelled or modified by us. Before confirming any transaction in your wallet, ensure all details are correct. In some cases, if a transaction is pending too long, you might have the ability to cancel or replace it via your own wallet tools (by sending a new transaction with a higher fee, etc.), but AuraDEX provides no special facility to cancel transactions.

6.3 Order Execution: AuraDEX primarily facilitates automated market maker (AMM) swaps. This means your order executes against liquidity in the pool at the algorithmically determined price. There is no guarantee of execution at a certain price, especially in fast-moving markets. The price you get is based on conditions at the moment the blockchain processes your transaction. If conditions change unfavorably (e.g., the price moves and your allowed slippage is exceeded), the smart contract may reject or revert the transaction to protect you from excessive slippage. Additionally, if you submit a limit order or other advanced order type (if such features are offered via AuraDEX or related services), those orders might be handled by off-chain services or automated bots which come with their own risks (like the order not filling if conditions aren't met, or delays in execution). We will inform you in the interface how such orders work if they are available. In all cases, you accept the risk of partial fills, no fills, or delayed execution.

6.4 Transaction Fees (Protocol Fees): Using AuraDEX involves certain fees:

Liquidity Provider Fee: Each swap incurs a fee taken by the Protocol (AuraDEX currently charges a 0.22% fee per trade on the swap amount). This fee is distributed according to the Protocol's rules – typically the majority goes to the liquidity providers of the pool, and a portion may go to the AuraDEX treasury or reward programs. We reserve the right to adjust the fee rate by governance or protocol changes, and any changes will be communicated or reflected in the interface.

6.5 Network Gas Fees: In addition to the swap fee, you must pay blockchain network transaction fees (gas) to miners/validators for processing your transaction. These fees are not set or collected by AuraDEX; they depend on network conditions. You are

responsible for ensuring you have enough of the blockchain's native token (SOL) to pay gas fees. Transactions may fail if gas fees are underpaid.

6.6 AuraDEX Platform Fees: Aside from the Protocol trading fee, AuraDEX does not currently charge separate platform fees for basic use of the DEX. There are no account maintenance fees since we do not hold accounts and no withdrawal fees (because you trade directly from your wallet). If we introduce any new fee (for example, a service fee for a premium feature or a fee on limit order execution by a third-party bot), we will disclose it clearly. AuraDEX will notify users of any new fee structure changes in advance.

6.7 Affiliate Commission: AuraDEX features an affiliate reward program, which means a portion of the trading fee (mentioned above) may be distributed to users who referred the trader. This does not increase the fee a trader pays; it is taken from the standard fee. If you trade on AuraDEX using a referral link or code, you acknowledge that part of the fee you pay may be given to the referrer as a reward. If you participate as an affiliate (referrer), you must abide by any additional Affiliate Program terms, and understand that the commission is earned only if and when trades occur and fees are collected. We may require KYC for affiliate payout eligibility if mandated by law (to prevent abuse or compliance issues).

6.8 No Guarantee of Best Price or Execution: AuraDEX aggregates liquidity available in its own pools (and possibly integrated sources if applicable). We do not guarantee that the price you receive is the best possible price in the entire market. There might be other trading venues or DEXs with different prices. We do not compare or route your trades to external liquidity unless explicitly stated. Similarly, because we are not a traditional broker, we do not owe you a duty of best execution. The concept of "best price" on AuraDEX refers only to the best price available from our own pools at that time. You are free to compare prices across platforms before trading.

6.9 Viewing Transaction Status: Once submitted, you can typically view your transaction status via a block explorer (by checking your wallet address or transaction hash). AuraDEX's interface may provide a link or indication of pending or completed status. A transaction is only final when it has sufficient blockchain confirmations. If a transaction fails, you may see it marked as "Failed" on a block explorer, and no state change (no token transfer) will have occurred on the blockchain for that trade.

6.10 Errors and Reversals: In the unlikely event that a transaction is incorrectly processed by the Platform's front-end (for instance, due to a display error or UI bug)

but not executed on-chain, we will not be bound by erroneous output. If a UI error occurs (say, it quoted a wrong price), the smart contract execution will prevail or the transaction will fail. We cannot reverse on-chain transactions, but if an error on our side causes some inconsistent state off-chain (like an affiliate not tracked properly), we will attempt to fix the issue in good faith. However, we assume no liability for technical errors beyond perhaps correcting them going forward. All on-chain transactions are final as described above.

6.11 Forks and Airdrops: In case of blockchain forks, AuraDEX will generally follow the chain that the majority of the community and developers support. We do not guarantee support for both forks. Assets on a minority fork might not be accessible via AuraDEX. If you hear of an upcoming fork and wish to control both sides of split tokens, you should withdraw to a wallet you control outside of any smart contracts (if applicable) prior to the fork. AuraDEX is not responsible for any loss arising from unsupported forks. Similarly, any airdrops or token distributions to holders of assets in your wallet are your responsibility to claim; if they require action via the Platform, we do not guarantee to support the claiming process unless we explicitly announce support.

7. THIRD-PARTY INTEGRATIONS AND EXTERNAL SERVICES

AuraDEX may integrate or interact with third-party protocols, services, or content to deliver certain features. While these integrations aim to enhance user experience, it is important to understand their implications:

7.1 External Smart Contracts and DApps: AuraDEX may provide access to other DeFi services (for example, yield farms, lending protocols, or cross-chain bridges) through our Interface. Any such third-party decentralized application (DApp) or smart contract is outside of our direct control. For instance, if AuraDEX offers a one-click way to stake tokens in a third-party protocol, or a bridge to transfer assets to another chain, that functionality is provided by third-party smart contracts. We do not bear responsibility for the security or performance of those contracts. Use of any integrated third-party protocol is subject to that project's terms and you should review their documentation and risk disclosures. We simply facilitate your access for convenience, but this does not constitute an endorsement or guarantee by AuraDEX.

7.2 No Liability for Third-Party Services: To the maximum extent permitted by law, AuraDEX disclaims liability for any losses or issues arising from third-party services. This includes, but is not limited to, losses from smart contract exploits in external protocols, oracle failures providing price data, or default by parties in cross-chain bridges. You use those services at your own risk. If you choose to interact with any DApp via AuraDEX, any dispute or problem between you and that DApp is outside our responsibility.

7.3 Links to External Sites or Content: The Platform or its communications (like our website, app, or emails) may contain links to third-party websites, resources, or content. For example, we might link to a project's website, a block explorer, or educational content. These links are provided for convenience only. We do not control or endorse the content on third-party sites, and your use of those sites is at your own risk and subject to their terms of use. We are not liable for any information or services provided by external sites.

7.4 Third-Party APIs and Data: AuraDEX might display information (such as token prices, charts, news, or analytics) sourced from third-party APIs or services. For instance, price charts and market data might be provided by a service like TradingView or CoinGecko. We strive to use reputable sources, but we do not guarantee the accuracy or timeliness of third-party data. Information is provided "as is" for convenience, and you should verify critical information through independent means. Any reliance on this data is at your discretion, and we are not responsible for errors in prices or other info not generated by us.

7.5 Third-Party Providers (Hosting, etc.): We may use third-party service providers for certain aspects of the Platform's operation (e.g., cloud hosting, DDoS protection, analytics, communications). These providers may have incidental access to information as needed to perform their functions, but they are bound by contractual obligations to maintain confidentiality (see Privacy Policy for details). While we choose reputable providers, we cannot guarantee their performance. However, if any such service faces an outage or breach that affects our Platform, we will take appropriate actions to mitigate and inform users if relevant.

7.7 Future Integrations: As DeFi evolves, we may integrate additional protocols or networks (for example, adding support for new blockchains or Layer-2 solutions). These Terms apply to any such additions. We will update the Terms or provide notices if a new integration materially changes the user experience or risk profile. By

continuing to use AuraDEX after such integration, you accept the associated risks and terms. Your interactions with third-party protocols are at your own risk, and you should exercise due diligence just as you do on AuraDEX itself.

8. SECURITY MEASURES AND NO WARRANTIES

8.1 Our Security Commitments: We employ industry best practices to maintain the security of the AuraDEX interface and related systems. This includes smart contract audits, web security testing, and monitoring for suspicious activities. However, while we strive to protect the Platform's integrity, no system is infallible. Users must also practice good security hygiene.

8.2 No Warranty on Service: AuraDEX is provided "as is" and "as available," without any warranty of any kind, whether express, implied, or statutory. We specifically disclaim any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not guarantee that:

- The Platform will meet your specific needs or expectations.
- Access to the Platform will be continuous, uninterrupted, or error-free. (While we aim for high uptime, there may be occasional downtime or technical issues).
- The information presented on the Platform (including prices, data, or calculations) is accurate, reliable, or current at all times.
- Any defects or bugs will be identified or corrected quickly (though we will make reasonable efforts to address issues that arise).
- The Platform will be secure or free of harmful components, or that any security vulnerabilities will be fixed in any particular timeframe.

8.3 No Warranty on Smart Contracts: We do not warrant that the smart contracts are error-free or immune to vulnerabilities. By using them, you accept that we provide no guarantee of their performance or security beyond our good-faith efforts.

8.4 No Financial Advice or Guarantee: We do not guarantee any outcomes from trading on AuraDEX. The past performance of any digital asset is not indicative of future results. Any information on the Platform (such as blog posts, analytics, or social media content) is provided for general information only and not as advice. You should not take any action (or refrain from taking action) based solely on information from our Platform. Always do your own research.

8.5 User's Own Risk: Using AuraDEX is at your own risk. You acknowledge that you assume full responsibility for any losses, trades, or decisions you make on the Platform . If you are not comfortable with the risks or are not confident in your understanding, you should not use the Platform.

8.6 Security Notifications: In the event we become aware of a significant security incident or breach that affects user assets or data, we will notify users through appropriate channels (such as our official Telegram, email) in accordance with applicable laws. We may temporarily halt the Platform if a critical vulnerability is discovered in order to protect users and will resume operation once it's addressed.

8.7 User Feedback and Disclosure: We encourage responsible disclosure of security issues. If you discover a bug or vulnerability, please report it to us (e.g., via an official contact method or bug bounty program if available) and do not exploit it. We may, at our discretion, offer rewards for responsible disclosure. Exploiting or publicizing a vulnerability before giving us a chance to fix it could be harmful to the community and will be considered a violation of these Terms.

8.8 Third-Party Software and Interfaces: If you use third-party tools (like portfolio trackers, external trading bots, or alternative user interfaces) in conjunction with AuraDEX, note that we do not vet those and might introduce security risks (like signing malicious transactions). Be cautious and ensure any third-party software you use is from a trusted source. Our no-warranty clause extends to any damage caused by third-party software interactions.

8.9 Beta Features: If we release any beta features or products, those are offered without warranty and might be even less stable or secure. Use beta features at your own risk and understand they are in testing phase.

9. LIMITATION OF LIABILITY

To the extent permitted by applicable law, AuraDEX and its affiliated persons will not be liable for your losses or damages except as explicitly set forth herein:

9.1 Indirect Damages: We (and our officers, directors, employees, agents, affiliates, and partners) are not liable for any indirect, incidental, consequential, special, punitive, or exemplary damages whatsoever. This includes, without limitation, damages for lost profits, lost revenues, lost savings, loss of data, loss of opportunity,

business interruption, or any other intangible losses arising out of or related to your use of (or inability to use) AuraDEX, even if we have been advised of the possibility of such damages. We will not be liable for any damage or harm resulting from hacking, tampering, or unauthorized access to your account or to data stored by the Platform (to the extent we store any data).

9.2 Direct Damages Cap: Our total aggregate liability to you for any claims arising out of or relating to these Terms or your use of the Platform is limited to the amount of fees you have paid to us (if any) for use of the Platform in the twelve (12) months preceding the event giving rise to the claim, or one hundred (100) US dollars, whichever is lower. If applicable law does not allow such a cap on liability, then our liability will be limited to the minimal extent permitted by law. This cap on liability applies whether the claim is based in contract, tort, strict liability, or any other legal theory.

9.3 No Liability for Specific Risks: We shall not be liable for any losses arising from causes beyond our control, including but not limited to: (a) User Errors (e.g. forgotten passwords, transactions sent to wrong addresses, or incorrect smart contract operations initiated by you); (b) Blockchain Failures (including network congestion, chain reorganizations, or node failures); (c) Technical Failures in user's hardware or software (including malware, connectivity issues, or wallet malfunctions); (d) Security Breaches or Third-Party Hacks (unless directly caused by our gross negligence, and even then subject to the limitations above); (e) Market Crashes or Volatility (we are not responsible for market movements affecting asset values); (f) Regulatory Actions (such as your account being frozen or assets seized by a government, or us having to restrict service).

9.4 Third-Party Liability: We are not responsible for the actions, omissions, or violations of any third parties you interact with through AuraDEX. If you have a dispute with a liquidity provider, a token issuer, another user, or an external service (like a bridge or oracle), you release us from any claims, demands, and damages connected to such disputes. For example, if a token project turns out to be fraudulent, or an external protocol you used via our Platform is hacked, you would need to address those losses with the responsible third party, not AuraDEX.

9.5 Force Majeure: We will not be liable for any delays or failures to perform any part of the services due to events beyond our reasonable control. This includes, but is not limited to, acts of God, war, acts of government or regulatory authorities, power or internet failures, civil unrest, acts of terror, natural disasters, pandemics, or other

events of similar nature. However, we will make reasonable efforts to resume service as soon as practicable in such events.

9.6 No Liability for Informational Materials: Any educational materials, community posts, or market information provided by AuraDEX are for reference only. We are not liable for any errors or omissions in such content or any actions you take in reliance on them. Always verify information and consider the risks independently.

Exceptions: Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities, thus the above exclusions or limitations may not apply to you in their entirety. In such cases, the liability will be limited to the fullest extent permitted by applicable law.

9.7 State-Specific Rights: If you are a consumer residing in a jurisdiction that offers specific legal protections (for example, certain EU countries or states like California) you may have rights that override some of the above limitations. These Terms are not intended to deprive you of any non-waivable rights.

By using the Platform, you understand and agree that our liability is heavily limited. The allocation of risk in these Terms is reflected in the services provided and fees charged (which are minimal). If you do not agree to limit our liability as described here, you must not use AuraDEX.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless AuraDEX, its founders, developers, officers, directors, employees, affiliates, agents, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) that arise from or relate to:

- **Your Use of the Platform:** Any claim or dispute arising out of your use of AuraDEX, including your interactions with the Protocol or other users, your provision of liquidity, or your participation in any related services. For example, if another user alleges that you unlawfully used or stole their assets, or if a regulatory authority questions a transaction you conducted, you will bear the cost of defending and resolving that issue, not the Indemnified Parties.
- **Breach of Terms:** You violate any provision of these Terms or any other policy incorporated by reference. If you breach these Terms (intentionally or through

negligence) and that causes us to incur costs or legal penalties, you agree to cover those costs. This includes breaches of warranties you make (e.g., if you provide a false certification that you're not in a sanctioned country and a penalty results, you must indemnify us).

- **Violation of Law or Rights:** Your violation of any applicable law or regulation, or the rights of any third party, during your use of AuraDEX. If your actions on the Platform (for instance, trading in a sanctioned token, or infringing someone's intellectual property by transferring a token representing copyrighted material) lead to claims or investigations against us, you will hold us harmless and cover our expenses.
- **Third-Party Disputes:** Any dispute between you and another user or a third party (for example, a liquidity provider, an issuer of a token you traded, or a referral affiliate) related to your use of the Platform. We are not party to user-to-user or user-to-third-party disputes, but if we get dragged in, you will indemnify us.
- **Misuse of Platform:** Any misuse of the Platform by you, such as deploying any bots or exploit code against our systems, attempting to gain unauthorized access, or any fraudulent or malicious behavior.

We reserve the right to assume our own defense (or appoint separate counsel) in any matter subject to indemnification at your expense. You agree to cooperate with us in good faith in the handling of the matter.

11. TERMINATION AND SUSPENSION

11.1 User Termination: You are free to stop using AuraDEX at any time. Because the Platform is non-custodial, there is generally no "account" to deactivate – you simply disconnect your wallet. However, if you have enrolled in any program or service (like an affiliate program), you may need to inform us to formally terminate your participation. These Terms will continue to apply to your past use.

11.2 Our Right to Terminate or Suspend: We reserve the right to terminate or suspend your access to AuraDEX (including blocking certain wallet addresses or IP addresses) at our discretion, with or without notice, if we believe that you have violated these Terms or pose security/legal risks. Grounds for suspension/termination include:

suspected fraudulent activity, violation of laws or sanctions, engaging in hacking or attacks on the Platform, or other conduct detrimental to AuraDEX or its users. In critical cases (e.g., ongoing attack), the suspension can be immediate. We are not responsible for any loss you may incur due to suspension or termination of access if you violated these Terms or law.

11.3 Platform Modification or Shutdown: We may, in the future, decide to discontinue or wind down AuraDEX or certain features of it. While there is no plan to do so, we must state that we have the right to modify or discontinue the Platform (in whole or in part) at any time. In case of a planned shutdown of the Platform's interface, we will make reasonable efforts to post advance notice. Note that because the Protocol is decentralized and on public blockchains, even if our web interface is discontinued, the smart contracts may remain accessible via other interfaces. If we discontinue our involvement, we may open source any remaining parts of the system to allow the community or users to continue accessing the contracts directly. We will have no obligation to maintain or support the Platform or to provide updates or security fixes once it's discontinued.

11.4 Effect of Termination: Upon any termination of your access, whether initiated by you or us, the following will occur:

- All rights granted to you under these Terms will cease immediately.
- You must stop all use of AuraDEX's interface and services. However, any transactions already executed on the blockchain will remain and cannot be reversed (your ability to trade via our interface ends, but your funds in your wallet remain under your control).

Provisions of these Terms that by their nature should survive termination (such as Indemnification, Limitation of Liability, Dispute Resolution, and Governing Law) will continue to apply.

If applicable and possible, we may revoke any API keys or developer access you have (if we had provided any).

11.5 No Account Deletion Needed: Since we generally do not collect personal accounts, there is no data profile to delete aside from perhaps cookies or site data in your browser. If you provided any personal information during compliance checks or an affiliate program, we will handle that data according to our Privacy Policy and applicable law (which may include retaining certain info for legal compliance).

11.6 Right to Appeal: If you believe your access was wrongfully suspended or terminated, you may contact our support for clarification. We may, at our discretion, reverse a suspension if circumstances warrant (e.g., a mistaken flag). However, we are not obligated to provide access if we have determined it's too risky legally or security-wise to do so.

11.7 Multiple Violations: If you have been terminated and attempt to re-access the Platform through other means (such as using a different wallet to circumvent a block), that is a further violation of these Terms. We reserve the right to take any lawful measures to prevent your access, and you will be liable for any costs of enforcement.

12. DISPUTE RESOLUTION AND GOVERNING LAW

12.1 Governing Law: These Terms are governed by and construed in accordance with the laws of the UAE, without regard to conflict of law principles. This choice of law is made pursuant to UAE being the principal place of business for AuraDEX operations and ensures a uniform interpretation of the Terms. However, we acknowledge that certain consumer protection laws of your country of residence may still apply if they are mandatorily applicable.

12.2 Good Faith Negotiations: If any dispute, controversy, or claim arises out of or relating to these Terms or your use of AuraDEX ("Dispute"), the parties agree to first attempt to resolve the issue through good faith negotiations. You can contact us via our support channels to describe the issue and provide relevant details. We will attempt to respond and negotiate a resolution. Most user concerns can be resolved informally in this way.

12.3 Binding Arbitration: If a Dispute cannot be resolved amicably within a reasonable time (say, 30 days), you and we agree that the Dispute shall be settled through binding arbitration. By using AuraDEX, you waive your right to a trial in court and to have disputes resolved by a judge or jury, except for matters that may be taken to small claims court as described below. This arbitration clause is intended to be broad and covers all disputes arising out of or relating to your use of the Platform or these Terms, including disputes about the validity or enforceability of this arbitration provision.

13. MISCELLANEOUS

13.1 Entire Agreement: These Terms (along with any documents incorporated by reference, such as our Privacy Policy and any applicable program terms) constitute the entire agreement between you and us regarding AuraDEX, superseding any prior understandings or agreements (whether oral or written) regarding the same subject matter. Any other statements (e.g., on social media, or made by community moderators) are not formal agreements and do not modify these Terms.

13.2 Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms shall not operate as a waiver of that right or provision.

13.3 Modification of Terms: We may modify or update these Terms from time to time. If we make material changes, we will notify users by updating the “Last Updated” date at the top, and, where feasible, provide notice via our website banner or an announcement. Your continued use of AuraDEX after any such update constitutes acceptance of the new Terms. If you do not agree to the changes, you should stop using the Platform. It is your responsibility to review the Terms periodically for updates

13.4 Assignment: You may not assign or transfer any rights or obligations under these Terms without our prior written consent. Any attempt to do so without consent is void. We reserve the right to assign or transfer these Terms or any of our rights/obligations at any time to an affiliate or in connection with a merger, acquisition, or sale of assets, or by operation of law.

13.5 No Partnership: Nothing in these Terms shall be construed to create a joint venture, partnership, employment, or agency relationship between you and us. Both parties are independent contractors. You have no authority to bind AuraDEX or make commitments on our behalf.

13.6 No Third-Party Beneficiaries: These Terms are intended for the benefit of you and us, and not for any third party (except for Indemnified Parties who are covered by the Indemnification clause). No third party shall have any rights to enforce any term hereunder.

13.7 Language: These Terms are drafted in English. If they are translated into another language, the English version prevails to the extent of any inconsistency. All communications will generally be in English.

13.8 Notices: We may provide notices to users via the AuraDEX interface, our website, blog posts, or official social media channels. In urgent cases, we may also broadcast messages through the Platform (if technically feasible) or use community channels like Discord announcements. Any notice we provide via public communication is effective upon posting. If you need to give us notice, you can do so by contacting our support email or official business address as listed in our contact details.

13.9 Contact Information: For support or questions regarding these Terms, please contact us at support@auradex.io or via our official community channels. We will attempt to respond in a timely manner.