

# Panda swap Network Interface Terms of Use

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Our greetings and welcome to Panda swap Network, [https://Panda\\_swap.io](https://Panda_swap.io), a website-hosted user interface managed and operated by Panda swap Foundation (the “**Interface**”).

These Terms of Use and any terms and conditions incorporated herein by reference (collectively, the “**Terms**”) govern your access to and use of the Interface. You must read the Terms carefully.

To make these Terms easier to read:

- Panda swap Foundation is referred to as “Panda swap”, “we”, “us” or “our”.
- “You”, “your” and “user(s)” refers to anybody who accesses or uses, in any way, the Interface. If you are accessing or using the Interface on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms and, in that case, “you”, “your” or “user(s)” will refer to that entity.

By accessing, browsing or otherwise using the Interface, or by acknowledging agreement to the Terms on the Interface, you agree that you have read, understood and accepted all of the Terms and the Privacy Policy (the “**Privacy Policy**”), which is incorporated by reference into the Terms.

IMPORTANT NOTE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE INTERFACE, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND Panda swap THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. AND YOU AGREE TO A CLASS ACTION WAIVER, BOTH OF WHICH IMPACT YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED.

## 1. The Interface

*TL;DR: The main purpose of the Interface is to provide you with access to the operations in the DeFi space. We only provide the interface and software but have no control over your blockchain interactions and do not endorse any specific actions. All the transactions occur on a blockchain which is a distributed ledger with growing lists of records (blocks) that are securely linked together via cryptographic hashes (“**Blockchain Networks**”) that we do not own, control, or operate. We are not responsible for the services provided by third parties, the execution of the transactions, or any other actions of such third parties. We reserve the right to make changes to the Interface, including adding, modifying, or discontinuing products or features.*

*Products and Features.* The Interface integrates decentralized protocols (“**Protocol**”) and offers you access to numerous liquidity sources across multiple chains. The Interface may include other products and/or features added for the purposes of user experience development and improvement, including those for the informational, security, and entertainment purposes, which are not intended to affect the main purpose of the Interface described above.

We only provide you with access to the relevant interface and software and neither have control over your interactions with the blockchain nor encourage you to perform any. Any interaction performed by you via the Interface remains your sole responsibility.

*Blockchain Networks Transactions.* In order to be completed, all transactions with cryptocurrency, digital tokens or digital assets (“**virtual currency**”) must be confirmed and recorded in the associated public blockchain. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the Blockchain Networks and, therefore, cannot and do not ensure that any transaction details that you submit via the Interface will be confirmed and processed. By using the Interface, you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by the Blockchain Networks.

We do not store, transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any virtual currency, security, financial instrument, or other digital or physical asset and all the interactions are performed on the third-party platforms, subject to any associated third-party terms. Any transfer that occurs in any virtual currency occurs on the Blockchain Network and not on a network owned by us. We therefore do not guarantee that we can affect the transfer of title or right in any virtual Currency. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any virtual currency transaction initiated via the Interface. We strongly encourage you to review your transaction details carefully before attempting to transfer a virtual currency.

Completion of transactions that you instruct for through the Interface also depends on the availability and operation of the Blockchain Networks. Errors or forks in the Blockchain Networks may cause transactions that you initiate through the Interface to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Unfortunately, due to the decentralized nature of the Blockchain Networks, there is no one single point of failure, and so neither we nor any particular party will be responsible to you for errors or any losses that you suffer as a result.

*The Panda swap CL Card.* The Panda swap Card, powered by Crypto Life (also known as CL), is the Third-Party Service as defined herein. For additional information, please see the “Third-Party Services” subsection provided below.

The Panda swap CL Card and its related services are provided by Frozen Time UNIPESOAL LDA (in the EU) and Baanx Group Ltd (in the UK). The Panda swap CL Card is a prepaid Mastercard issued by Monavate

Limited, a principal member of Mastercard and authorized as an E-Money Institution by the Financial Conduct Authority (Firm Reference Number 901097).

Should you have any questions or need any assistance with regard to your use of the Panda swap CL Card, the Third-Party Service provider's support team is available at: Panda swap@cl-cards.com.

*Third-Party Services.* To operate the Interface and facilitate your access to its products and/or features, we may engage third-party providers and/or third-party API, which Panda swap has no direct or indirect control over ("**Third-Party Services**"). The Third-Party Services are governed by their respective terms and conditions. Such terms and conditions may include separate fees and charges, as well as disclaimers and/or risk warnings on the accuracy of the information or the services of such a provider. These terms may also include a privacy policy that differs from the privacy policy that is incorporated by reference herein. It is your sole responsibility to read carefully and make sure that you understand those Third-Party Services terms and conditions, including how those service providers may use your information according to their respective privacy policies.

You agree and understand that the functionalities accessible via the Interface that allow you to swap virtual currencies are not provided directly by us and are the sole responsibility of the third-party providers, including respective active third-party providers. Although we facilitate your access to these Third-Party Services, we by no means are responsible for them and take no part in any actions, transactions, or other activities conducted by such providers. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Service at any time without notice.

You hereby acknowledge that the functionalities accessible via the Third-Party Services are the sole responsibility of such Third-Party Services providers. You hereby expressly release Panda swap from any liability arising from use of any Third-Party Services, third-party website, service, or content and any resulting harm, loss, or damage.

*Changes.* We reserve the right in our sole and absolute discretion to make changes to how we operate the products and/or features accessible through the Interface, including adding new products, features, functionalities, modifying existing ones, altering any other aspect of the Interface, or temporarily or permanently suspending, discontinuing, or terminating your access to any or all portions of the Interface's functionality, provided that such modifications or discontinuations will not affect your access to your assets (if applicable), unless there are exceptional circumstances where doing so would (a) pose information security risks or intellectual property issues for Panda swap or other users; or (b) create other unwarranted risks, including violations of law.

*Additional terms.* Certain products accessible through the Interface, including related applications, may be subject to additional terms. Such additional terms are an integral part to these Terms of Use. However, in the event of a conflict, the provisions of any such special terms or other agreement shall prevail.

## 2. Eligibility

Our Interface is **NOT** offered to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the United States of America or any Prohibited Localities, namely Restricted Persons, as defined below. We do not make exceptions. If you are a Restricted Person, then do not attempt to access or use the Interface. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Interface is **prohibited**.

*TL;DR: if you use the Interface you state that you (a) are at least 18; (b) don't break any laws of your jurisdiction by using the Interface; (c) are not located, established or registered in any of the jurisdictions enlisted below titled "**Prohibited Localities**", and (d) are not a "**Restricted Person**" as defined below.*

*General.* You may not use the Interface if you are otherwise barred from using the Interface under applicable law.

*Legality.* You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the Interface. Your use of the Interface is prohibited by and otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity.

By using or accessing the Interface, you represent to us that you are not subject to the Sanction Lists and you are not a Restricted Person, as defined below. "**Sanction Lists**" means any sanctions designations listed on economic/trade embargo lists and/or specially designated persons/blocked persons lists published by the international organisations, as well as any state and governmental authorities of any jurisdiction, including, but not limited to the lists of United Nations, European Union and its Member States, United States and United Kingdom sanctions lists.

We make no representations or warranties that the information, products, or services provided through our Interface, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Interface in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Interface to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

*Prohibited Localities.* Panda swap does not interact with digital wallets located in, established in, or a resident of Afghanistan, Burundi, Central African Republic, Crimea Region of Ukraine, Cuba, Democratic Republic of Congo, the so-called Donetsk People's Republic, Eritrea, Guinea, Republic of Guinea-Bissau, Haiti, Iran, Iraq, Lebanon, Libya, the so-called Luhansk People's Republic, Mali, Myanmar (Burma), Nicaragua, Democratic People's Republic of Korea (North Korea), Pakistan, Somalia, Sudan, South Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other state, country or region that is included in the Sanction Lists.

You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.

*Restricted Persons.* Panda swap does not interact with digital wallets, which have been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging or affiliated with the persons specially designated or otherwise included in the Sanction Lists ("**Restricted Persons**"). For the purposes of these Terms, Restricted Persons shall also include all persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the Prohibited Localities.

*Third-Party Restrictions.* As mentioned above, our Interface may include the Third-Party Services. Your interaction with and use of the Third-Party Services is governed by the respective terms and conditions of the third-party providers, including but not limited to their eligibility requirements, restrictions on certain localities, restricted persons or any other eligibility-related terms. As a result, based on those terms set by the third-party providers, your access to certain products and/or features of the Interface may be restricted by those providers. Please note that we only facilitate your interaction with these Third-Party Services and we bear no liability for any such restrictions thereof. It is your own responsibility to review those terms and conditions, and ensure that you meet the requirements set forth therein.

*Non-Circumvention.* You agree not to access the Interface using any technology for the purposes of circumventing these Terms.

### **3. Compliance**

*TL;DR: You expressly agree that you assume all risks in connection with your access to and use of the Interface. Additionally, you 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 access to and use of the Interface.*

*Your Compliance Obligations.* The Interface may not be available or appropriate for use in all jurisdictions. By accessing or using the Interface, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Interface and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

*TL;DR: You understand and agree that you may be required to complete Know Your Client (KYC) and Know Your Business (KYB) checks through a third-party provider to access certain products and/or features. Your refusal to provide requested information may result in access restrictions.*

*Compliance Checks.* As we aim to provide a safe and compliant environment within Panda swap Network, some of the products and/or features accessible through the Interface may be available to you only upon the completion of the verification process. The verification involves completing an identifying Know Your Client (KYC) / Know Your Business (KYB) questionnaire (“**KYC/KYB Checks**”) as required by applicable anti-money laundering, anti-terrorist financing, fraud prevention, sanctions laws and regulations.

The KYC/KYB Checks may be designated to a third-party provider upon Panda swap sole discretion. In order to complete the KYC/KYB Checks, you undertake to promptly provide all required information, including supporting documentation and other evidence, as may be reasonably requested, to such third-party provider elected by Panda swap. You are solely responsible for the accuracy and completeness of the data provided.

You acknowledge and understand that the outcome of the KYC/KYB Checks lies in the sole discretion of the third-party provider. After having successfully passed the KYC/KYB Checks you will be granted access to the relevant products and/or features on the Interface. In case you refuse or deny providing information as requested by the third-party provider, your access to the respective products and/or features of the Interface may be restricted.

You understand that the amount of information requested to provide as part of the KYC/KYB Checks may be subject to change over time and that you may at a later point in time be required to provide additional documents and/or information.

The data is collected to comply with applicable legal and regulatory obligations in order to verify your identity and determine your legal eligibility. This data is securely maintained and disclosed only when permitted by law. For more information on how your personal data is processed please refer to our Privacy Policy.

#### **4. Risk Assessment**

We may use publicly available information, as well as Third-Party Services, to assess the risks associated with illicit or non-compliant activities, phishing, or other potential threats. Such risk assessment services may be provided by various third-parties, including, but not limited to: [BlockAid](#), [TRM Labs](#), [Synaps](#), [MetaMask](#), [MEW](#).

*TL;DR: You acknowledge and agree that risk assessment may be conducted using Third-Party Services to monitor wallet addresses and/or other content for non-compliant behavior based on publicly available information. We reserve the right to block or restrict access of the wallet address associated with such illicit activity. We hold no liability for such assessment, restriction, results, or accuracy of the Third-Party Services.*

*Compliance Assessment.* Panda swap reserves the right, but has no obligation, to use publicly available and accessible information and engage third-party providers to monitor and assess your and/or other users' wallet addresses, third-party links, domain names, virtual currencies, smart contracts, and any other content available via the Interface for the risks of money laundering, terrorism financing, fraud and/or any other illicit or non-compliant activities. No additional personal data is collected to perform such compliance assessment.

You acknowledge and understand that the compliance assessment results lie in the sole discretion of the third-party provider. Panda swap has no control over or connection to these Third-Party Services, thus Panda swap is not and cannot be responsible for the accuracy of the information or the services of such providers. These Third-Party Services are governed by their respective terms of use, please read them carefully.

Panda swap reserves the right, but has no obligation, to provide respective warnings to you. You hereby acknowledge that Panda swap has no responsibility and shall not be held liable for such assessment, restriction, results, or accuracy thereof. You are solely responsible for the final decision as to the applicability and fitness of such risk assessments.

Panda swap reserves the right, but has no obligation, to block or restrict any activity on the Interface that may be associated with any illicit and/or non-compliant activities. If you believe you or your wallet address has been blocked or restricted from using the Interface by mistake, please contact us at: [compliance@Panda swap.io](mailto:compliance@Panda swap.io).

*TL;DR: We may provide phishing risk alerts through the Interface, but we do not guarantee their accuracy or reliability. You are responsible for assessing their applicability, and we are not liable for any claims or losses related to these alerts.*

*Phishing Alerts.* Panda swap may occasionally provide phishing and other potential risk alerts through the Interface. These risk alerts are provided for informational purposes only, and we do not make any representations or warranties regarding their accuracy, completeness or reliability. You are solely responsible for the final decision as to the applicability and fitness of such alerts.

You hereby acknowledge and agree that risk alerts are provided on an "as-is" basis, without any warranties or guarantees, and that you assume all the associated risks. Panda swap has no responsibility and shall not be held liable for any claims, damages or losses arising from or in any way relating to such alerts.

## **5. Access to the Interface**

*TL;DR: The Interface provides a user interface for Panda swap Network participants, users or you that display price information on virtual currency. All interactions related to the Protocol are executed outside*

*of Panda swap's Network direct or indirect control. Panda swap Network does not interact with the virtual currency involved at any stage of your interaction. The Interface is constantly changing, so you might see features come and go as we continue to improve our experience and services for users.*

We reserve the right to disable access to the Interface at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the Interface by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Interface being inaccessible to you at any time or for any reason.

## **6. Your Use of the Interface**

*TL;DR: We do not control your interactions and stop an interaction or attempt to reverse an interaction after it occurred. There are some strict rules: do not in any way harm the Interface or other users. And also: you're ultimately responsible for any interactions as relevant to the Interface. Please review, obtain, or otherwise seek additional information or support before interactions with virtual currency at the Protocol.*

By using or accessing the Interface, you represent and warrant that you understand that there are inherent risks associated with virtual currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that Panda swap is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Interface facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- The pricing information data provided through the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Interface;
- The Interface does not act as an agent for any of the users;
- The Interface does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation;
- You are solely responsible for reporting and paying any taxes applicable to your use of the Interface;
- Although it is intended to provide accurate and timely information on the Interface, the Interface or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. Accordingly, you should verify all information



before relying on it, and all decisions based on information contained on the Interface or relevant tools are your sole responsibility.

In order to allow other users to have a full and positive experience of using the Interface you agree that you will not use the Interface in a manner that:

- Breaches the Terms;
- Infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- Seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Interface;
- Seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Disguises or interferes in any way with the IP address of the computer you are using to access or use the Interface or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Interface;
- Transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Contributes to or facilitates any of the foregoing activities.

All information provided in connection with your access and use of the Interface is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Interface or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those

duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set forth expressly in the Terms.

## 7. Disclaimers

*TL;DR: This is very important (like, bold important) so please read the whole section carefully for specifics. It explains that we don't make any warranties about the Interface.*

You understand and agree that the GitHub repository, decentralized and autonomous protocol and environment, and associated decentralized networks, are not controlled by the Panda swap. We do not have access to your private key and cannot initiate an interaction with your virtual currency or otherwise access your virtual currency. We are not responsible for any activities that you engage in when using your wallet, or the Interface.

*TL;DR: the information displayed through the Interface including "APRs" and information about prices, liquidity, staking or other are provided by third parties and/or calculated for informational purposes and we do not provide any warranties for such information.*

Panda swap cannot and does not represent or guarantee that any of the information available through the Interface is accurate, reliable, current, complete or appropriate for your needs. The information displayed through the Interface including "APRs" and information about prices, liquidity, staking or other is provided by third parties and/or calculated for informational purposes. Your use of any third-party scripts, indicators, ideas and other content is at your sole risk.

*TL;DR: we provide no representations or warranty as to the Interface.*

You expressly understand and agree that your use of the Interface is at your sole risk. We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Interface and the code proprietary or open-source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Interface, code and any related information are accurate, complete, reliable, current or error-free. The Interface provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Interface. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Interface.

*TL;DR: we are not responsible for transferring, safeguarding, or maintaining your private keys.*

You acknowledge that Panda swap is not responsible for transferring, safeguarding, or maintaining your private keys or any virtual currency associated therewith. If you lose, mishandle or have stolen associated virtual currency private keys, you acknowledge that you may not be able to recover associated virtual currency and that Panda swap is not responsible for such loss. You acknowledge that Panda swap is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

*TL;DR: blockchain protocols are code subject to flaws and we do not provide any warranties on the security of such protocols.*

By accessing and using the Interface, you represent that you understand (a) the Interface facilitates access to the Protocol, the use of which has many inherent risks, and (b) the cryptographic and blockchain-based systems have inherent risks to which you are exposed when using the Interface. You further represent that you have a working knowledge of the usage and intricacies of blockchain-based digital assets, including, without limitation, ERC-20 token standard available on the Ethereum, Ethereum layer 2 solutions or other blockchain networks. You further understand that the markets for these blockchain-based digital assets are highly volatile due to factors that include, but are not limited to, adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with blockchain-based systems, such as Ethereum, are variable and may increase or decrease, respectively, drastically at any time. You hereby acknowledge and agree that we are not responsible for any of these variables or risks associated with the Protocol and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Protocol.

*TL;DR: third-party resources and promotions.*

The Interface may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

## **8. Intellectual Proprietary Rights**

*TL;DR: our content is ours.*

We own all intellectual property and other rights in the Interface and its contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Interface or any of its contents. Accessing or using the Interface does not constitute a grant to you of any proprietary intellectual property or other rights in the Interface or its contents.

You will retain ownership of all intellectual property and other rights in any information and materials you submit through the Interface. However, by uploading such information or materials, you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner in accordance with applicable laws and regulations.

You may choose to submit comments, bug reports, ideas or other feedback about the Interface, including, without limitation, about how to improve the Interface (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a

non-confidential basis or otherwise). If necessary under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

If (i) you satisfy all of the eligibility requirements set forth in the Terms, and (ii) your access to and use of the Interface complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Interface. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause in our sole discretion. Use of the Interface for any purpose not expressly permitted by the Terms is strictly prohibited. Unlike the Interface, the Protocol is comprised entirely of open-source software running on the public Ethereum, Ethereum layer 2 solutions or other blockchain networks and is not our proprietary property. The Protocol may also run on the other blockchains to which the same clause applies.

## **9. Indemnification**

*TL;DR: If someone sues us because of something you did, you're responsible for it, so read the below carefully.*

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from (a) your access to and use of the Interface; (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other

party's access and use of the Interface with your assistance or using any device or account that you own or control.

## **10. Limitation of Liability**

*TL;DR: It's really important to highlight how our liability is limited when it comes to issues you may encounter with our service. Please read the whole section carefully.*

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of the Interface, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Interface, or from any access to or use of any information obtained by any unauthorized access to or use of the Interface. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the Interface; (c) unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Interface; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Interface; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the greater of (i) the amount you paid to us in exchange for access to and use of the Interface, or (ii) \$100.00. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

## **11. Arbitration and Class Action Waiver**

*TL;DR: A third party arbitrator will help us resolve any disputes we might have. This means that any dispute will be resolved outside of class-action litigation. Hopefully, disputes will never be an issue, but you should read this section carefully for details on how it works.*

*Binding Arbitration.* Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Panda swap: (a) waive the right to

have any and all disputes or claims arising from these Terms, your use or access to the Interface or any other disputes with the Panda swap (collectively, “**Disputes**”) resolved in a court; and (b) waive any right to a jury trial. Instead, you and the Panda swap agree to arbitrate Disputes that are not resolved informally (as described below) through binding arbitration (i.e. the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court).

*No Class Arbitrations, Class Actions or Representative Actions.* You and the Panda swap agree that any dispute is personal to you and the Panda swap and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither party agrees to class arbitration or to an arbitration in which an individual attempt to resolve a dispute as a representative of another individual or group of individuals. Further, you and the Panda swap agree that a dispute cannot be brought as a class, or other types of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

*Process.* You and the Panda swap agree that each will notify the other, in writing, of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Notice to the Panda swap shall be provided by sending an email to [foundation@Panda swap.io](mailto:foundation@Panda swap.io). Your notice must include (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific action that you are seeking. If you and the Panda swap cannot resolve the Dispute within thirty (30) days of the Panda swap receiving the notice, either you or Panda swap may, as appropriate pursuant to this Section 9, commence an arbitration proceeding. You and the Panda swap agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and the Panda swap agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute).

*Choice of Law.* These Terms are governed by and will be construed under the laws of the Cayman Islands, without regard to principles of conflict of laws, govern the Terms and any Dispute between you and us. Any Dispute under these Terms shall be finally settled by Binding Arbitration (as defined below). Any unresolved Dispute arising out of or in connection with these Terms shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this Section 9 to the extent they are consistent with it. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in London, United Kingdom, in English, in accordance with the LCIA Arbitration Rules. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction, to the extent a court therein would be deemed to be a court of competent jurisdiction other than any court located in the United States of America. You further agree that the Interface shall be deemed to be based solely in the

Cayman Islands and that, although the Interface may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the Cayman Islands.

*Authority of Arbitrator.* As limited by these Terms and applicable arbitration rules, the arbitrator will have: (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute; and (b) the authority to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

## **12. Last but not Least**

*Changes to these Terms.* We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective and shall be deemed accepted by you, the first time you use or access the Interface after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Interface including any transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Interface.

*Entire Agreement.* These Terms (and any additional terms, rules and conditions of participation that may be posted on the website of Panda swap Network) including the Privacy Policy constitute the entire agreement with respect to the Interface and supersedes any prior agreements, oral or written.

*Privacy Policy.* The Privacy Policy describes the ways we collect, use, store and disclose your personal information. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy.

*Decentralized Autonomous Organizations (DAOs).* We may interact with and/or provide access to the Interface products and/or features to DAOs operating on the basis of Panda swap Network. To the extent that the DAO votes in favor of any decisions concerning the Interface and/or access and use of any Interface products and/or features, the DAO has acknowledged, agreed and accepted these Terms, including any terms and conditions incorporated herein by reference.

*Survival.* Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

*Severability.* In the event that any provision of these Terms is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected and unimpaired. Any invalid or unenforceable portions can be reasonably interpreted to fulfill the intent and purpose of the original

provision. If such interpretation is not possible, the invalid or unenforceable portion will be severed from these Terms, while the remaining provisions of the Terms will remain in full force and effect.

*Captions and Summaries.* The captions identifying the various sections and subsections of these Terms are for reference only and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms. In addition, the paragraphs and text accompanying the words “TL;DR” at the beginning of certain sections are intended to summarize the applicable section of these Terms and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms.