

TonTrader Website Terms of Use

The following describes the terms and conditions (the "**Terms**") upon which Exynic Solutions Ltd. ("**Company**", "**us**", "**we**") offers access to and use of to the website found at <https://tontrader.com/> (the "**Website**") to you ("**User**", "**you**") as well as any service, content or material provided through the Website, excluding TonTrader platform (including, without limitation, TonTrader Telegram Mini App and bot, as well the other elements related to the operation of the TonTrader platform) the use of which is governed by a separate terms of use (the "**Services**").

Please carefully read these terms of use ("**Terms**") as well as our privacy notice, which we may update from time to time, a current version of which is available [here](#) ("**Privacy Policy**").

By accessing the Website, you agree to the Terms and Privacy Policy, as well as other notices, disclaimers and any other terms and conditions or other statements issued by us that are contained on the Website. If you do not agree to the Terms and Privacy Policy, you should exit our Website and not use the Services.

We may revise the Terms at any time without notice by updating this Website. All updates to the Terms will be posted on this page. You are bound by any revisions or updates. You should periodically visit these Terms to review the current terms that apply to your use of our Website. Any use of the Website by you after our publication of any such changes shall constitute your acceptance of these Terms as modified. We may, at our sole discretion and at any time, discontinue providing the Website or the Services or any part of thereof without notice.

Use of and access to the Website is void where prohibited by law. By using the Website, you represent and warrant that you are 18 years of age or older, that you have reached the age of majority both in the territory you reside in and in the territory of your citizenship, and that your use of the Website does not violate any applicable law or regulation or any obligation.

The Services and Intellectual Property

The Services are intended for informational purposes only, and for the purposes listed in the Website. You may not use the Services for any other purpose, and your use of the Services should align with all applicable laws and regulations. Use of and access to the Services is void where prohibited by law or regulation.

Without derogating from the generality of the above, the Company owns (or has valid authorizations or licenses required for) the Website, as well as the materials provided on this Website (including without limitation, the Services), including all worldwide intellectual property rights in the Website and the Services, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, duplicate,

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You may not or attempt to (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Website or the Services; (b) circumvent, disable, or otherwise interfere with security-related features of the Website or Services or features that prevent or restrict use or copying of any content; (c) use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Website or Service; or (d) harvest, collect or mine information about users of the Website or Services.

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Your use of the Website or Services is at your sole discretion. The Website and Services are provided on an "AS-IS" and "AS AVAILABLE" basis without warranties of any kind from the Company. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE WEBSITE OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

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If you choose to rely on information from the Website, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY OR ANY OF ITS SUBSIDIARIES, PARENT ENTITIES, AFFILIATES, DISTRIBUTORS, SUPPLIERS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS OR AGENTS ("**RELEASEES**") BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR ANY CONTENT INCLUDED ON THE WEBSITE (INCLUDING ADVERTISEMENTS), INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE WEBSITE, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

In addition to the foregoing, the Company and the Releasees assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content. The Company and the Releasees are not responsible for any problems or technical malfunction of any telephone or cellular phone network or lines, computer online systems, servers or providers, computer equipment, software, blockchain or other distributed ledger technology network, failure of any email due to technical problems or traffic congestion on the internet or on the Website, including without limitation any injury or damage to users or to any person's mobile device or computer related to or resulting from participation or downloading materials in connection with the Website. UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ANY OF THE RELEASEES BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE WEBSITE OR FROM ANY CONTENT POSTED ON OR THROUGH THE WEBSITE.

Indemnification

You hereby agree to indemnify and hold the Company and its Releasees harmless for any claims, matters, complaints, costs, liabilities and actions arising out of your use of the Services, including

but not limited to: (i) your failure to comply with any applicable laws or regulations; (ii) any claim of infringement or misappropriation of any third party rights, including but not limited to any privacy rights or intellectual property rights in the Services; (iii) your breach of these Terms; or (iv) your use or misuse of the Services. You agree to promptly notify the Company of any third party claims and fully cooperate with the Company in defending such claims at your sole expense. You further agree that, at Company's sole discretion, Company shall have control of the defense or settlement of any such claims.

Links

Portions of the Website involve linking to websites belonging to third parties. The Website may also provide you with links to access the websites of third party vendors or retailers. We have no control over third-party websites, and all use of third-party websites is at your own risk. Additionally, The Company cannot accept responsibility for any payments processed or submitted through such third party websites, or for the privacy policies of any such websites. The Company is not responsible for content available by means of such websites. The Company does not endorse any products offered by third parties and we urge our users to exercise caution in using third-party websites.

Governing Law and Miscellaneous

These Terms shall be governed by, and interpreted in accordance with the law of Saint Lucia exclusive of its choice of law rules. Your conduct may also be subject to other local and national laws and regulations. Any action to be brought in connection with these Terms or the Application shall be brought exclusively in the courts of Saint Lucia and you irrevocably consent to their jurisdiction. Any cause of action against the Company must be brought within one (1) year of the date such cause of action arose. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and the Company or authorizes you to act on behalf of the Company. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Last updated: March 21, 2025