## Waterfall DeFi Auction T&C

Please read the following Auction Terms and Conditions. The digital assets and relevant information surrounding the auction are provided by the issuer ("Issuer"), the Platform acts only as an information release portal and provides technology & execution support, where the customer can make bids for the auction item and will automatically be redirected to the Issuer's website to submit success codes if the customer wins, the Platform will ultimately facilitate the end-reward payout. By doing so or otherwise manifesting assent to this Agreement, you agree to be bound by the terms of this Agreement:

- 1. You understand and agree that the digital assets and relevant information are provided by the asset's issuer ("Issuer"). The Platform is unable to control or guarantee the quality, safety, and/or legality of the Issuer's products and services and does not guarantee the authenticity or accuracy of the Issuers information.
- 2. You should take caution and determine the authenticity, legitimacy and validity of the related services and/or information, and you understand that you will undertake the resulting liability and loss incurred.
- 3. Your operations only affect your claims and liabilities with the issuer. Any claims and liabilities between you and the Issuer will subject to governing laws and arbitration agreed by you and the Issuer.
- 4. Please read through the Issuer's relevant information, terms and conditions, obtain a thorough understanding of the Issuer's background, project progress, and other information, acknowledge its risk and liability exemptions before participating.
- 5. The Platform does not provide any promise and warranty for your gain or loss on the digital assets. The Platform will not take any responsibility for your activity.
- 6. Participating in the Auction does not create any form of partnership, joint venture, or any other similar relationship between you and the Platform.
- 7. The Platform reserves the right to request information and/or documentation to comply with applicable AML/KYC regulations, and reserves the right to suspend your participation in Auction activities or other platform activities pursuant to the Platform's Terms of Service, see link below.
- 8. The Platform does not provide any financial, investment, business, accounting, tax, legal, or other advice to you. All Transactions are executed on the Issuer's platform, based on your Instructions, and you are solely responsible for determining whether any investment, investment strategy, or Transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

You agree and understand to be legally bound by the terms and conditions set forth in these Terms and that these Terms governs your use of the Platform and the services we provide. By clicking "I AGREE," you agree and understand to be legally bound by the terms and conditions of this Agreement and you agree to the Platform's Terms of Services (<u>https://ascendex.com/en/terms-of-service</u>).

## PARTICPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS