

Native Terms of Use

Version: April 2023

Our greetings and welcome to Native, <https://native.org/>, a decentralized exchange infrastructure made available by Native Labs.

Native's technology allows any crypto project to build, deploy, and manage their own decentralized exchange (DEX). This solves an important problem for cryptocurrency by separating asset custody from asset pricing and giving individual applications more control over how their liquidity is managed.

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

To make these Terms easier to read:

- Native Labs is referred to as "Native", "we", "us" or "our".
- "You", "your" and "user(s)" refers to anybody who accesses or uses, in any way, the Infrastructure. If you are accessing or using the Infrastructure 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 Infrastructure, or by acknowledging agreement to the Terms on the Infrastructure, you agree that you have read, understood and accepted all of the Terms and our 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 INFRASTRUCTURE, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND Native 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. Eligibility

Our Infrastructure 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 Infrastructure. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Infrastructure is **prohibited**.

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

General. You may not use the Infrastructure if you are otherwise barred from using the Infrastructure 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 Infrastructure. Your use of the Infrastructure 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 Infrastructure, 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 Infrastructure, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Infrastructure 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 Infrastructure to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

Prohibited Localities. Native does not interact with digital wallets located in, established in, or a resident of Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, Democratic People’s Republic of Korea (North Korea), Somalia, Sudan, Syria, 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. Native 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.

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

2. Compliance Obligations

TL;DR: You expressly agree that you assume all risks in connection with your access to and use of the Infrastructure. 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 Infrastructure. The Infrastructure may not be available or appropriate for use in all jurisdictions. By accessing or using the Infrastructure, 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 Infrastructure and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

3. Access to the Infrastructure

TL;DR: The Infrastructure provides a decentralized exchange technology for Native participants. The Infrastructure 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 Infrastructure 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 Infrastructure 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 Infrastructure being inaccessible to you at any time or for any reason.

4. Your Use of Infrastructure

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 Infrastructure or other users. And also: you're ultimately responsible for any interactions as relevant to the Infrastructure. Please review, obtain, or otherwise seek additional information or support before interactions with virtual currency via the Infrastructure.

By using or accessing the Infrastructure, 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 Native is not responsible for any losses or damages associated with these risks.

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

- The pricing information data provided through the Infrastructure does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Infrastructure;
- The Infrastructure does not act as an agent for any of the users;
- You are solely responsible for reporting and paying any taxes applicable to your use of the Infrastructure;
- Although it is intended to provide accurate and timely information on the Infrastructure, the Infrastructure 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 Infrastructure or relevant tools are your sole responsibility.

In order to allow other users to have a full and positive experience of using the Infrastructure you agree that you will not use the Infrastructure 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 Infrastructure;
- 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 Infrastructure or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Infrastructure;
- 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.

As it has been already stated, we only provide you with the relevant Infrastructure and software and neither has control over your interactions with the blockchain nor encourages you to perform any. Any interaction performed by you via the Infrastructure remains your sole responsibility.

All information provided in connection with your access and use of the Infrastructure 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 Infrastructure 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 Infrastructure, 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.

5. 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 Infrastructure.

You understand and agree that the GitHub repository, decentralized and autonomous protocol and environment, and associated decentralized networks, that are not controlled by the Native. We are not responsible for any activities that you engage in when using your wallet, or the Infrastructure.

TL;DR: the information displayed through the Infrastructure 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 such information.

Native cannot and does not represent or guarantee that any of the information available through the Infrastructure is accurate, reliable, current, complete or appropriate for your needs. The information displayed through the Infrastructure 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 Infrastructure.

You expressly understand and agree that your use of the Infrastructure is at your sole risk. We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Infrastructure 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 Infrastructure, code and any related information are accurate, complete, reliable, current or error-free. The Infrastructure 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 Infrastructure. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Infrastructure.

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 Infrastructure, you represent that you understand (a) the Infrastructure 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 Infrastructure. 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 blockchain and all other available layer 2 solutions for Ethereum or other blockchains. 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 Infrastructure.

Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Infrastructure to interact with the Protocol.

TL;DR: third-party resources and promotions.

The Infrastructure 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 Infrastructure. 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.

6. Intellectual Proprietary Rights

TL;DR: our content is ours.

We own all intellectual property and other rights in the Infrastructure 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 Infrastructure or any of its contents. Accessing or using the Infrastructure does not constitute a grant to you of any proprietary intellectual property or other rights in the Infrastructure or its contents.

You will retain ownership of all intellectual property and other rights in any information and materials you submit through the Infrastructure. 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 Infrastructure, including, without limitation, about how to improve the Infrastructure (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 Infrastructure complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Infrastructure. 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 Infrastructure for any purpose not expressly permitted by the Terms is strictly prohibited.

7. 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 Infrastructure; (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 Infrastructure with your assistance or using any device or account that you own or control.

8. 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 Infrastructure, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Infrastructure, or from any access to or use of any information obtained by any unauthorized access to or use of the Infrastructure. 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 Infrastructure; (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 Infrastructure; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Infrastructure; (f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Infrastructure; 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 Infrastructure, 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.

9. 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 Native: (a) waive the right to have any and all disputes or claims arising from these Terms, your use or access to the Infrastructure or any

other disputes with the Native (collectively, “**Disputes**”) resolved in a court; and (b) waive any right to a jury trial. Instead, you and the Native 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 Native agree that any dispute is personal to you and the Native 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 Native 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 Native 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 Native shall be provided by sending an email to contact@native.org. 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 Native cannot resolve the Dispute within thirty (30) days of the Native receiving the notice, either you or Native may, as appropriate pursuant to this Section 9, commence an arbitration proceeding. You and the Native agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and the Native 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 British Virgin Islands, without regard to principles of conflict of laws, govern the Terms and any Dispute between you and us. Any Dispute under this 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 Infrastructure shall be deemed to be based solely in the British Virgin Islands and that, although the Infrastructure may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the British Virgin 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.

10. Last but not Least

Changes. 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 Infrastructure after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Infrastructure 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 are to terminate your use of the Infrastructure.

Entire Agreement. These Terms (and any additional terms, rules and conditions of participation that may be posted on the website of Native) including the Privacy Policy constitute the entire agreement with respect to the Infrastructure 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.

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.

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.