

Terms of Use Delta Swap

version 1.0

last amended on 10 November 2023

Please review these Terms of Use (the: “**Terms**”) carefully, as they set forth legally binding terms and conditions between you and Planq Dev that govern your access and/or use of the website located at <https://swap.deltaswap.io> and <https://vesting.deltaswap.io> (the: “**Website**”); the Planq Smart Contracts (as defined below); the Platform (as defined below); and the Planq Blockchain (as defined below) on which the Planq Smart Contracts (as defined below) are deployed, including related trademarks, and other Intellectual Property Rights (as defined below), whether such access and/or use is via the Website or command line, locally installed programs, Software Development Kits (“**SDK**”), software code and blockchain and smart contract explorers.

By accessing and/or using the Service (as defined below), you and/or the User agree to these Terms on behalf of yourself and any entity you represent and you represent and warrant that you are not a Prohibited Person (as defined below) and/or a US Person (as defined below), and that you have the right and authority to do so.

1. Definitions

- 1.1. In these Terms, the following terms, always capitalised and used in both singular and plural, shall have the following meanings:
 - 1.1.1. **Agreement**: means the agreement between the Parties for the use of the Service, to which these Terms apply;
 - 1.1.2. **Blockchain**: means a peer-to-peer distributed and public (or private/permissioned) immutable ledger that maintains a record of all transactions occurring on the ledger, such as but not limited to the Ethereum blockchain (ETH), the Binance Smart Chain (BSC), and the Planq Blockchain (PLANQ);
 - 1.1.3. **Ethereum Token Standard**: means token development standards, as further described on <https://ethereum.org/en/developers/docs/standards/tokens/>;
 - 1.1.4. **Excluded Jurisdiction**: means the Crimea, Donetsk, Luhansk regions of Ukraine, Iran, North Korea, Syria, Singapore, United States, the People’s Republic of China and/or a jurisdiction identified by the Financial Action Task Force (FATF) for strategic AML/CFT deficiencies and included in FATF’s listing of “High-risk and Other Monitored Jurisdictions” accessible at <https://www.fatf-gafi.org/en/topics/high-risk-and-other-monitored-jurisdictions.html/> and/or a jurisdiction in which the Platform and/or Service would be subject of licensing;
 - 1.1.5. **EVM**: means Ethereum Virtual Machine, as described on <https://ethereum.org/en/developers/docs/evm/>;
 - 1.1.6. **Features**: means the Platform’s current features, which can be updated by Planq Dev at any time, as described in the Planq Documentation and on the Website;
 - 1.1.7. **Gas Fees**: means financing fees for the network of computers running the decentralised Blockchains and Planq Blockchain to facilitate transactions;
 - 1.1.8. **Governmental**: means any nation or government, any state or other political subdivision thereof, any entity that exercises legislative, executive, judicial or administrative functions of or pertaining to government, including but not limited to any governmental agency, regulator, agency, department, council, committee or agency and any court, tribunal or arbitrator(s) with competent jurisdiction and any

self-regulatory organisation, as well as private entities exercising quasi-governmental, regulatory or judicial functions anywhere in the world;

- 1.1.9. IBC: means Inter-Blockchain Communication protocol, as described on <https://ibcprotocol.org/>;
- 1.1.10. Intellectual Property Rights: means all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, (rights to) trade secrets and know-how;
- 1.1.11. Parties: means the User and Planq Dev;
- 1.1.12. Personal Data: means any personal data as meant by Section 4 paragraph 1 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 1.1.13. Planq Blockchain: means the Planq Network blockchain (PLANQ), which is a Blockchain, on which the Platform is built;
- 1.1.14. Planq Dev: means the private limited liability company established under the laws of the Netherlands, Planq Dev B.V., registered with the Dutch Chamber of Commerce under registration number 88231542;
- 1.1.15. Planq Documentation: means the document repository accessible at <https://docs.planq.network/>;
- 1.1.16. Planq Smart Contracts: means computer code written based on various blockchain standard and programming languages, which is used in the Service;
- 1.1.17. Platform: means the decentralised platform which Planq Dev makes available to the User through providing the Service, consisting of the decentralised Token Bridge Delta Swap, containing various Features, as described in the Planq Documentation;
- 1.1.18. PLQ: means the fungible Planq coin, which is the native coin of the Blockchain (\$PLQ);
- 1.1.19. Privacy Policy: means Planq Dev's privacy policy, as available on <https://planq.network/privacy-policy>;
- 1.1.20. Prohibited Person: means a citizen, resident of, or person established or residing in any region, including Excluded Jurisdictions, where the sale, purchase and/or obtaining of Tokens is or prohibited, or any entity, including, but not limited to, any company or partnership incorporated or organised in or under the laws of any region, including Excluded Jurisdictions, where the sale, purchase, and/or obtaining of Tokens is prohibited;
- 1.1.21. Service: means the provision of the Planq Blockchain (Blockchain-as-a-Service), Planq Smart Contracts, Token Bridge, Website and Platform (Platform-as-a-Service) by Planq Dev to User under the Agreement, with which Platform User must connect and/or import its Wallet in order to be able to use (Features of) the Platform, as described in the Planq Documentation;
- 1.1.22. Token: means all fungible and/or non-fungible cryptocurrencies, including PLQ;
- 1.1.23. Token Bridge: means the module based on Planq Smart Contracts for executing transactions for the transfer of source Tokens to the destination Tokens, as accessible via the Platform;
- 1.1.24. Transaction Fee: means financing fees for the Platform and/or Service to facilitate transactions via the Token Bridge, which may include Gas Fees.

- 1.1.25. User: means the Party that concluded the Agreement with Planq Dev for the use of the Service;
- 1.1.26. US Person: means a citizen, resident of, or any person domiciled or resident in the United States of America, including the states, territories, or district of Columbia, or any entity, including, without limitation, any corporation or partnership incorporated or organised in or under the laws of the United States of America, any state or territory thereof, or the District of Columbia;
- 1.1.27. Website: means the web pages accessible via <https://swap.deltaswap.io> and <https://vesting.deltaswap.io>, and all web pages underneath;
- 1.1.28. Wallet: means a digital wallet and/or seed phrase which can be used for the use of the Service and in which and/or with Blockchain compliant Tokens can be stored.

2. General

- 2.1. The User will be prompted to accept the Terms – before connecting and/or importing a Wallet – to the Platform to access and/or use the Platform and/or Services.
- 2.2. These Terms shall apply to the Agreement and the Service. Any conditions of the User, such as general conditions, do not apply and are expressly rejected.
- 2.3. These Terms have been prepared in English and contain Dutch legal terms (which are quoted in inverted commas: “...”). These Terms may have been translated into other languages. In case of a dispute, the English version shall have precedence and must always be interpreted in accordance with the laws of the Netherlands. Thereto, amongst others, in these Terms:
 - 2.3.1. reference to any statute includes a reference to that statute as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute;
 - 2.3.2. reference to the singular includes a reference to the plural and vice versa;
 - 2.3.3. reference to “or” is not exclusive and “include” and “including” shall not be construed or read to be limiting;
 - 2.3.4. reference to a law or regulation includes any amendment or modification to such law or regulation and any further rules issued thereunder or any law or regulation in replacement therefor;
 - 2.3.5. references to a natural person or legal entity includes its successors or assigns, to the extent permitted under these Terms;
 - 2.3.6. any rights of either Party may be exercised at any time and from time to time unless specified otherwise in these Terms;
 - 2.3.7. reference to “written/in writing” in these Terms also refers to email communication, provided the identity of the sender and the integrity of the contents is adequately established;
 - 2.3.8. reference to a Section in these Terms shall be a reference to such section of the body of these Terms, and not to any attachment or other document, unless where explicitly provided otherwise;
 - 2.3.9. specific references in (the body of) these Terms to other parts of these Terms shall be without prejudice to the full general applicability of any unreferenced provision or part thereof;
 - 2.3.10. the headings of articles, sections, portions or paragraphs of these Terms are for ease of reference only and shall not affect the interpretation of the respective rights and obligations of the Parties and shall not form any part of these Terms for the purposes of construction; and

2.3.11. the wording of these Terms shall be decisive in interpreting the mutual rights and obligations of the Parties under these Terms.

3. User

- 3.1. The User represents and warrants not to be a Prohibited Person and/or a US Person and to be legally competent and is allowed to conclude the Agreement. If the User is, or becomes, a Prohibited Person and/or US Person he/she must immediately cease using the Service.
- 3.2. The User also represents and warrants that access to and use of the Services is lawful in the country where the User resides in the manner in which the User accesses and uses the Services.
- 3.3. The User is responsible for compliance with these Terms.
- 3.4. The User warrants not to misuse the Service. This means, among other things, that the User:
 - 3.4.1. does not commit or encourage a criminal offence;
 - 3.4.2. Does not engage in, or knowingly facilitate, any money laundering, terrorist financing, or other illegal activities;
 - 3.4.3. Does not copy, reproduce, republish, (attempt to) reverse-engineer, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Service, except as expressly permitted by applicable laws;
 - 3.4.4. does not transmit or distribute any virus, trojan, worm, logic bomb or other material that is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - 3.4.5. does not use bots, scripts and/or other (automated) software to take advantage in or with the Service;
 - 3.4.6. does not hack any aspect of the Website, Service, or other Users, damage data, or cause annoyance to other Users;
 - 3.4.7. does not infringe upon any Intellectual Property Rights;
 - 3.4.8. does not send unsolicited advertising or promotional material;
 - 3.4.9. does not attempt to affect the performance or functionality of any computer facility of or accessible through the Service;
 - 3.4.10. does not make any false, inaccurate, misleading or deceptive statements;
 - 3.4.11. does not engage in fraudulent conduct or misuse or attempt to misuse the Service;
 - 3.4.12. does not distribute content that violates any law;
 - 3.4.13. does not violate any privacy rights;
 - 3.4.14. does not violate any applicable laws or regulations;
 - 3.4.15. does not engage in defamatory or libellous conduct towards any other person;
 - 3.4.16. does not threaten or harass any other person;
 - 3.4.17. does not publish or participate in obscene material;
 - 3.4.18. does not publish, use or cause to be published or used any malicious code, script or data that may damage, disrupt or alter the Service;
 - 3.4.19. does not engage in conduct deemed contrary to the spirit of the Service; and/or
 - 3.4.20. does not act unlawful in any way whatsoever.
- 3.5. The User is fully responsible and liable for all actions the User performs using the Service.
- 3.6. Planq Dev does not warrant any results, including but not limited with regard to any profits or losses on purchasing and/or holding Tokens, or that Tokens will have any particular value or any monetary value at all.
- 3.7. The User is fully responsible for meeting the technical and functional requirements and using the electronic communication facilities that are necessary to be able to access and use (parts

of) the Service. The risk of loss, theft or damage to any information and/or assets, including but not limited to Tokens, will at all times be borne by the User.

- 3.8. The User indemnifies Planq Dev and holds Planq Dev harmless against any and all claims (of third parties) relating to or resulting from a breach of Section 3.4 and. 3.7.

4. Service

- 4.1. Planq Dev hereby grants the User, under the suspensive (in Dutch: “opschortende”) and rescinding (in Dutch: “ontbindende”) conditions of these Terms, the right to use the Service under the conditions of these Terms.
- 4.2. Planq Dev shall make good faith efforts (in Dutch: “inspanningen te goeder trouw”) to allow the User to use the Service.
- 4.3. The User agrees that the Service is provided on an “as is” and “as available” basis. Planq Dev does not warrant that the Service will be error-free, complete or up-to-date at all times. Planq Dev does not guarantee that the Service or any part thereof will be accessible at all times and without any interruptions or failures. Failures in the Service can occur as a result of failures in the internet, on Blockchains, the Planq Blockchain, and/or as a result of viruses and/or faults and/or defects.
- 4.4. In order to be able to use the Service, the User needs to connect and/or import its Wallet to the Service.
- 4.5. The Service is still under development and may undergo significant changes over time. Planq Dev may make changes to such Features and specifications, all of which may mean that the Service no longer meets User’s initial expectations. User agrees to that.
- 4.6. The Service may fail to secure the critical involvement and cooperation of key participants. Planq Dev and/or the Service may face competition from other entities that have more capital or resources and offer a wider range of products and services that may outperform the Service. Planq Dev and/or the Service may be subject to actions by private parties regarding Intellectual Property Rights and other contractual matters. (International) laws, regulations and/or rules applicable to technology industries, including but not limited to those relating to blockchain technology, may affect or limit the design, implementation and operation of the Service.

5. Pricing

- 5.1. Use of the Service is in principle free of charge, without prejudice to the provisions of this Section.
- 5.2. The risk and expense for using the (adequate) resources for the use of the Service, such as a mobile phone, internet connection, electricity, Wallet, and the security thereof, et cetera, is borne by the User.
- 5.3. Tokens are in principle not free of charge, unless they are lawfully earned by User by staking PLQ, by running a Planq Blockchain validator and/or by providing liquidity. Tokens can be purchased respectively obtained to the extent there is an offer for such. Separate conditions may apply to such an offer. Planq Dev may not be a party to such an agreement. In that event, the User acknowledges and accepts that Planq Dev is not liable for any actions of such a third party.
- 5.4. The User may have to pay Gas Fees to make use of several Features of the Service. User agrees that paying Gas Fees are subject to fluctuating (price) changes and that paying Gas Fees will be solely for the User’s expense.
- 5.5. The Service itself comprises open-source or source-available self-executing Planq Smart Contracts and/or Smart Contracts that are or may be deployed on various public Blockchains,

such as the Planq Blockchain. By using the Service the User understands that Planq Dev does not control execution of the smart contracts and/or does not control any Blockchain. When the User pays Gas Fees, those fees accrue to (PLQ) stakers, liquidity providers and/or validators on the specific Blockchain. Separate conditions may apply between the User and the concerning third party. Planq Dev is not a party to that agreement. User acknowledges and accepts that Planq Dev is not liable for any actions of such a third party.

6. Third parties

- 6.1. Planq Dev has no knowledge of and/or involvement in the actions or information carried out or made available by Users via the Service. If another User or a third party reports to Planq Dev unlawful actions or information through use of the Service, and makes this plausible, Planq Dev will restrict, remove or otherwise make inaccessible the actions or information in question according to the notice-and-takedown principle known in the industry. User acknowledges and accepts that Planq Dev is not liable for restricting, removing or otherwise making inaccessible the relevant acts or information.
- 6.2. Planq Dev expressly has no involvement in the contact made between Users and/or between User and third parties as a result of the Service nor in any agreements and/or contracts, resulting from this contact. Planq Dev is not a party to any agreement between Users and/or User and third parties, unless otherwise agreed.
- 6.3. The Service may contain links to other applications, Blockchains, platforms, services or websites that are not managed by Planq Dev. Planq Dev has no control or authority over them, makes no warranties or representations in relation thereto and accepts no responsibility therefor or for any loss or damage that may arise from their use. The use of these applications, Blockchains, platforms, services or websites of third parties may be subject to terms of use or terms of service of the relevant third party. Planq Dev is not a party thereto.

7. Blockchain specific risks

- 7.1. By accessing and using the Service, the User represents that it is financially and technically competent enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that it has a working knowledge of the usage and intricacies of IBC, EVM, and digital assets such as PLQ, Binance Coin (BNB), Ethereum (ETH), so-called stablecoins such USD Coin (USDC), EVM-compatible Tokens, IBC-compatible Tokens, and other digital Tokens, including but not limited to those following Ethereum Token Standards, such as the ERC-20 standard.
- 7.2. The User understands that the markets for these digital assets are nascent and highly volatile due to risk factors including (but not limited to) adoption, speculation, technology, security, and regulation. The User understands that anyone can create a Token, including fake versions of existing Tokens and Tokens that falsely claim to represent projects, and acknowledge and accept the risk that the User may mistakenly trade those or other Tokens. So-called stablecoins may not be as stable as they purport to be, may not be fully or adequately collateralised, and may be subject to panics and runs.
- 7.3. The User understands that (smart contract) transactions automatically execute and settle, and that Blockchain-based transactions are irreversible when confirmed. The User acknowledges and accepts that the cost and speed of transacting with cryptographic and Blockchain-based systems such as the Planq Blockchain are variable and may increase dramatically at any time. The User further acknowledges and accepts the risk of selecting to

trade in so-called “expert-modes”, which can expose the User to potentially significant price slippage and higher costs.

- 7.4. Blockchains can be subject to periodic congestion where transactions can be delayed or lost. Individuals may also intentionally spam Blockchains in an attempt to gain advantage in using the Service. The User acknowledges and understands that a Blockchain may not record the User’s transaction when the User wishes, or may not record the User’s transaction at all.
- 7.5. The source code underlying the (components of) the Service, Tokens, Token Bridge and/or the (Planq) Blockchain may contain errors, bugs, defects or inconsistencies that could jeopardise the predictability, usability, functionality, stability and security. Planq Dev makes no warranty that any errors will be identified or that the source code will be error-free. If User observes such an error, the User’s sole and exclusive remedy is to report this to Planq Dev. Planq Dev may, at its sole discretion, replace the parts that contain an error or create a workaround.
- 7.6. In addition, changes or updates to the aforementioned source code or Blockchains may lead to unexpected or unintended results that could adversely affect the utility or functionality of the Service or related services. Changes in source code that constitute upgrades may be necessary in connection with the development of the Service or related services, and User’s failure to participate in such upgrades may result in the loss of some or all of the Service’s functionality.
- 7.7. Hackers or other malicious groups or organisations may attempt to disrupt the Service, or related services, in various ways, including, but not limited to, malware attacks, denial-of-service attacks, consensus-based attacks, Sybil attacks, smurfs and spoofing. In addition, because Blockchains and/or the Planq Blockchain, Token Bridge and the Service are based on open source software, there is a risk that (Planq) Blockchain (smart contracts) may contain intentional or unintentional bugs or weaknesses that could negatively affect Service or result in the loss of the Tokens of the User, the loss of the User’s ability to access or control the User’s Tokens. In the event of such software error or weakness, there may be no remedy and the User cannot be guaranteed any remedy, refund or compensation.
- 7.8. Tokens obtained by the User may be held by the User in the User’s Wallet, which requires a private key or combination of private keys for access. Accordingly, the loss of the required private key(s) associated with the User’s Wallet or Wallet in which Tokens are stored will result in the loss of such Tokens, access to the User’s balance and/or any initial balances in Blockchains created by third parties. In addition, any third party who gains access to such private key(s), including by accessing credentials of a hosted Wallet that the User uses, may misuse the User’s Tokens. Planq Dev is not responsible for such losses.
- 7.9. It is the User’s responsibility to ensure that the address of the Wallet provided to Planq Dev and/or third parties and/or connected to the Service can accept all types and categories of Tokens, including but not limited to Planq Blockchain compliant tokens. Planq Dev is not responsible if the Wallet provided by the User cannot accept Tokens distributed by Planq Dev, the Service and/or third parties. The User assumes all responsibility with respect to the foregoing and Planq Dev shall not be liable for the foregoing.
- 7.10. The Service and the matters set forth in the documents, including but not limited to the Planq Documentation and other documentation sharing platforms, are new and untested. The Service may not be completed, implemented or (fully) executed. Even if the Service is completed, implemented or executed, it may not function as intended, and any Tokens associated with it may not have functionality that is desirable or valuable. Technology changes quickly and the Service and Tokens can become obsolete.

8. Token Bridge

- 8.1. When the User uses the Token Bridge Transaction Fees may be charged for each transaction executed via the Token Bridge.
- 8.2. The aforementioned Transaction Fees may be modified by Planq Dev, in its sole discretion, and will be payable in either the source Token or the destination Token at the discretion of Planq Dev.
- 8.3. The Transaction Fee for a specific transaction will be displayed to the User of the Token Bridge during the initiation of a transaction and must be accepted by the User before executing such a transaction. The User hereby consents to such fees being debited from either a combination of both of their source Token or destination Token at the time the transaction is processed.

9. Intellectual Property Rights

- 9.1. Planq Dev and/or its suppliers reserve all rights not expressly granted to the User in these Terms.
- 9.2. The User acknowledges and agrees that, except as specifically set forth in these Terms, Planq Dev and/or its suppliers retain all rights, title and interest, including the Intellectual Property Rights, in and to the Service as well as any modifications, adaptations or translations thereof. The User acknowledges and agrees that he/she does not acquire any rights therein, express or implied, except for the rights expressly granted under these Terms.
- 9.3. The User is not permitted to sell, rent out, transfer, or grant restrictive rights to the Service or to make it available to third parties in any way or for any purpose. The User will also refrain from granting third parties access, remotely or otherwise, to the Service and/or information or to provide the Service and/or information to a third party.
- 9.4. The User is explicitly not allowed to download, reverse-engineer, copy, amend, or provide otherwise (parts of) the Service, other materials made available to the User by means of the Service, for direct or indirect commercial purposes or for any other purposes than the purposes mentioned in these Terms, unless Planq Dev has provided its prior written consent thereto, or if a mandatory or peremptory rule of law states otherwise.
- 9.5. The User is also not allowed to make a back-up copy of the Service.
- 9.6. To the extent that open source software forms part of the Service, the licensing conditions of the relevant open source software may apply.
- 9.7. To the extent that third party software forms part of the Service, the licence terms of the relevant third party shall apply. The user can obtain such licence terms from the relevant parties.

10. Privacy

- 10.1. During the use of the Service, the User may provide Personal Data to Planq Dev. If so, these Personal Data will be saved and processed in accordance with Planq Dev's Privacy Policy, and the applicable legislation with regard to the protection of Personal Data.

11. Maintenance

- 11.1. Planq Dev is entitled to put the Service (temporarily) out of service and/or to reduce the use of it without any prior notification and without being obliged to pay any compensation whatsoever to the User, if in the opinion of Planq Dev this is necessary, for instance in connection with the reasonably required maintenance of the Service or due to force majeure (in Dutch: "overmacht"). Force majeure includes, but is not limited to, unavailability of a Blockchain, consequences of Blockchain specific risks, site or building blockades, strikes, riots,

civil disruption, war, terrorist acts, inclement weather, epidemics, pandemics, specific work interruptions, delay in transportation, earthquake, fire, storm, flood, or water damage, delay in or cancellation of the delivery to Planq Dev of parts, goods or services ordered from third parties, or Governmental restrictions.

12. Liability

- 12.1. Planq Dev shall not be responsible or liable to the User for any loss and assume no responsibility for, and shall not be liable to the User for any use of the Service, including but not limited to any loss, damage or claim arising out of: (i) user error, for example if the User forgets his password(s), incorrect transactions or mistyped addresses; (ii) server failure or data loss; (iii) corrupted (Wallet) files; (iv) loss of Tokens.
- 12.2. Planq Dev's liability for attributable failing (in Dutch: "toerekenbare tekortkoming") in the performance of these Terms and/or the Agreement, or any other wrongful act (in Dutch: "onrechtmatige daad") or otherwise, is excluded, insofar permitted by mandatory law.
- 12.3. If Planq Dev is liable to the User for damage under mandatory law, Planq Dev's liability is limited to compensation for direct damage. Under no circumstances will Planq Dev's total liability for direct damage, on whatever legal basis, exceed EUR 1,000,- (thousand euros).
- 12.4. Direct damage is exclusively understood to mean:
 - 12.4.1. material damage to property;
 - 12.4.2. reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based; and
 - 12.4.3. reasonable costs incurred to determine the cause of the damage.
- 12.5. Liability of Planq Dev for indirect damage (in Dutch: "indirecte schade") is excluded. Indirect damage is understood to mean all damage not expressly designated as direct damage in the previous paragraph, including but not limited to consequential damage (in Dutch: "indirecte schade", "gevolgschade"), lost profits, lost savings, losses with regard to Token prices, Token Bridge losses, exchange rate losses, or any other financial loss, reduced goodwill, damage due to business interruption, damage due to materials or software of third parties and damage due to mutilation, destruction or loss of data and/or documents.
- 12.6. The exclusions and limitations referred to in the previous paragraphs of this Section do not apply if and insofar as the damage is the result of intent or gross negligence on the part of Planq Dev or its management.
- 12.7. Unless compliance by Planq Dev is permanently impossible, Planq Dev is only liable for attributable failures (in Dutch: "toerekenbare tekortkomingen") if the User gives Planq Dev notice of default (in Dutch: "ingebrekestelling") without delay, whereby a reasonable period is set for remedying the shortcoming, and Planq Dev also after that period has attributable failed in the fulfilment of its obligations. The notice of default must contain a complete and detailed description of the failures, so that Planq Dev is given the opportunity to respond adequately.
- 12.8. A condition for the exercise of any right of the User with regard to compensation is always that the User reports the damage to Planq Dev in writing as soon as possible, but at the latest within thirty (30) days after the damage has arisen.
- 12.9. Any claim for compensation against Planq Dev lapses by the mere lapse of three (3) months after the claim arose, unless the User has instituted a legal claim for compensation before the expiry of that period. This does not affect the User's obligation to complain.
- 12.10. The User agrees to defend, indemnify and hold Planq Dev harmless from any and all third-party claim or damages (including reasonable attorneys' fees) in connection with or resulting from the use that the User makes of the Service, a violation by the User of these

Terms and/or the Agreement, and/or any unlawful activities, including but not limited to the breach of User warrants (Section 3), Intellectual Property Rights (Section 9), and/or privacy rights of Planq Dev and/or third parties.

13. Term and termination

- 13.1. Any use of the Service under these Terms and/or the Agreement is entered into for an indefinite period.
- 13.2. In addition to the other remedies available to Planq Dev, Planq Dev is at all times, at its sole discretion, or if it deems such necessary, without prior written notice or explanation and without becoming liable to the User, entitled (but not always obliged) to:
 - 13.2.1. take all reasonable measures in order to avert dangers regarding the Service, Planq Dev and/or third parties;
 - 13.2.2. take all reasonable measures in order to stop and/or mitigate (the effects of) a breach as described in Section 3.4;
 - 13.2.3. recover the damages caused by a breach, as described in Section 3.4, from the User;
 - 13.2.4. freezing of assets (in Dutch: “het bevriezen of van tegoeden”) within the Service, including but not limited to Tokens, granted to the User;
 - 13.2.5. reversing of benefits (in Dutch: “het terugdraaien van voordelen”), including but limited to carrying out corrective transactions;
 - 13.2.6. restrict, modify, adapt, (temporarily) take the Service out of use, restrict its use, and/or terminate it. If the User does not agree with the adjustments and/or changes made, their only option is to stop using the Service;
 - 13.2.7. suspend (in Dutch: “opschorten”) or terminate (in Dutch: “beëindigen”) (temporarily or permanently) the right to access and use the Service and/or use of the Tokens by means of the Service or to ban a User from the Service, in the event that Planq Dev, at its sole discretion and without becoming liable for compensation of damages, deems such termination necessary. This includes, without limitation, the User’s alleged use of bots, scripts, (automated) software, due to changes in taxes, security, corporate or other (Governmental) laws, or if Planq Dev determines in its sole discretion that the Tokens constitutes a security or other form of financial instrument subject to regulation by a Governmental authority, the situation where the User does not (in time), in full or properly meet its obligations and/or warranties, or where the User fails to comply with these Terms and/or the Agreement;
 - 13.2.8. (temporarily) restrict the User’s activities in connection with the Service and/or Tokens and/or to ban a User from the Service.
- 13.3. Planq Dev shall not be liable for any loss of Tokens or (other) assets suffered as a result of any action as mentioned in Section 13.2.
- 13.4. Planq Dev is authorised to rescind (in Dutch: “ontbinden”) the Agreement due to an attributable failure in the performance of the Agreement and/or these Terms if the User, without a notice of default being necessary, is attributable failing to fulfil its obligations under the Agreement and/or these Terms.
- 13.5. All provisions which are meant to survive the termination of the Agreement shall survive such termination.
- 13.6. Upon termination or rescission, in any way whatsoever, of the use of the Service under these Terms, the User’s right to access the Service and use the Token(s) shall cease to exist immediately, without any right to compensation whatsoever.

14. Applicable law and dispute resolution

- 14.1. These Terms are exclusively governed under the laws of The Netherlands. Unless mandatory law provides otherwise, the laws of The Netherlands apply exclusively to the Agreement, the Terms and the Service. The Vienna Sales Convention does not apply.
- 14.2. The User and Planq Dev will work together in good faith to resolve any dispute. If the Parties are unable to resolve a Dispute within ninety (90) days after all Parties have received written notice of such dispute, such dispute shall be finally settled by arbitration as defined in Sections 14.3 and 14.4 below.
- 14.3. Any dispute shall be referred to and finally resolved by arbitration under the rules of the Stichting Geschillenoplossing Automatisering (SGOA) in effect at the time of the arbitration. The number of arbitrators is one (1), chosen by Planq Dev. The seat, or legal place, of arbitration is The Hague (in Dutch: "Den Haag"). The language of instruction in the arbitration proceedings is Dutch. All documents to be supplied are in Dutch.
- 14.4. If the User is a consumer, or if a provisional or conservatory injunction is required, the User may initiate legal proceedings before the competent court. The competent court is the District Court in the District of Limburg, location Maastricht, the Netherlands, unless mandatory law stipulates otherwise.

15. Miscellaneous

- 15.1. The User will not assign or otherwise transfer any of his/her rights and obligations under these Terms, without our prior written consent, but Planq Dev may assign or transfer these Terms, in whole or in part, without restriction. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of, the Parties and their respective permitted successors and assigns.
- 15.2. These Terms constitute the entire agreement between the User and Planq Dev for your use of the Services.
- 15.3. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, ineffective or unenforceable for any reason, the Parties will negotiate in good faith to amend these Terms to best achieve the Parties' original intent, in an acceptable manner so that the transactions contemplated hereby are carried out as fully as possible as originally contemplated.
- 15.4. Planq Dev reserves the right to amend these Terms at any time. The User will be notified of any amendments by way of notification on the Platform and/or in the Service. The new version of the Terms will be available for viewing and downloading on the Platform and/or on the Website. If the User continues to use the Service after these Terms have been amended or supplemented, the User thereby irrevocably accepts the amended or supplemented Terms. If the User does not agree with the amended or supplemented Terms, User's exclusive remedy is to no longer use the Service and to directly terminate the Agreement.
- 15.5. The legal status of cryptographic Tokens, digital assets and blockchain technology is unclear or uncertain in many jurisdictions. It is difficult to predict how and if Governmental authorities will regulate such technologies. It is also difficult to predict how and if a Governmental authority could make changes to existing laws, regulations and/or rules that affect, amongst others but not limited to, Planq Dev, the (Planq) Blockchain, the Website, the Platform, the Token Bridge, Tokens, and the Service. Such changes can negatively affect the Service in several ways, for example by establishing that Tokens are regulated financial instruments that require registration. Planq Dev may suspend the Service, development of the Service or

operations in any jurisdiction in the event that Governmental action makes it illegal or commercially undesirable to continue.

- 15.6. The industry in which Planq Dev operates is new and may be subject to increased surveillance and control, including investigations or enforcement actions. There can be no assurance that Governmental authorities will not investigate Planq Dev's activities and/or take enforcement action against Planq Dev. Such activities by Governmental authorities may or may not be the result of targeting Planq Dev in particular. All of this could subject Planq Dev to convictions, settlements, fines or penalties, or cause Planq Dev to restructure its operations and operations or discontinue offering certain products or services, all of which could damage Planq Dev's reputation or lead to increased operational costs, which in turn have a material adverse effect on the Service and/or the development of the Service. The User acknowledges and accepts these options.
- 15.7. The User agrees and acknowledges that all agreements, notices, disclosures and other communications provided by Planq Dev to the User under these Terms and/or in connection with the User's use of the Service shall be made Planq Dev in its sole discretion and may be provided to the User in electronic form at its discretion.
