

# OrangeX(NFT) Terms Of Service

Terms Of Service *Last*

*Updated: June 30, 2025*

Welcome to OrangeX!

OrangeX is owned and operated by OrangeX Fintechs.r.o, Inc., doing business as OrangeX ("OrangeX," "we," "us," or "our"). These Terms of Service ("Terms") govern your use of our technology and services, which include the OrangeX website(s), APIs, mobile applications, and all related tools, features, and functionalities (collectively, the "Platform").

For purposes of these Terms:

- "NFT" refers to a non-fungible token or similar digital item that is secured and authenticated on a public blockchain. NFTs are generally governed by smart contracts that define ownership and transferability.
- "Use" includes accessing, viewing, interacting with, or otherwise engaging with the Platform, whether passively or actively. This encompasses actions such as visiting the Platform, browsing content, creating an Account, conducting transactions, or utilizing any services or features.
- "You" refers to any user of the Platform. If you are using the Platform on behalf of an entity, "you" also includes the entity.

Important: Please Read Carefully

These Terms contain important information about your legal rights and obligations. Section 13 includes a mandatory arbitration agreement and a class action waiver, requiring most disputes to be resolved through individual arbitration rather than in court.

By clicking "Accept," signing up, or using the Platform, you confirm that you agree to these Terms. If you do not agree, you may not use the Platform.

## Contents

### 1. What OrangeX Is (and Isn't)

OrangeX operates as a peer-to-peer web3 platform that helps users discover and directly interact with blockchain-based items, including NFTs and other tokens, as well as engage with other participants across public blockchains. OrangeX is not a wallet provider, exchange, broker, dealer, financial institution, payments processor, money services business, or creditor.

We do not have custody or control over the digital tokens, blockchains, or third parties you engage with, nor do we execute or facilitate purchases, transfers, or sales of NFTs or other tokens.

## 2. Updates to the Terms

OrangeX reserves the right to modify these Terms at anytime, at our sole discretion. If material changes are made, we will provide reasonable notice, such as updating the "Last Updated" date at the top of these Terms or providing a notice through the Platform. By continuing to use the Platform after changes are made, you confirm your acceptance of the revised Terms.

It is your responsibility to periodically review the Terms to ensure you understand the latest terms and conditions that apply to your use of the Platform.

## 3. Using the Platform

### Your Blockchain Identity

Your blockchain address serves as your identity on OrangeX. Your OrangeX account ("Account") is linked to your blockchain address and displays the NFTs associated with it.

### Use on Behalf of Other Parties

If you are using the Platform on behalf of an entity, such as a company or other organization, then you represent and warrant that:

- You are authorized to bind the entity to these Terms.
- You agree to these Terms on behalf of the entity.

### Third-Party Wallets

You must use a third-party wallet to engage in blockchain transactions. Please note:

- OrangeX does not operate, maintain, or have any custody or control over wallets or their contents.
- You are solely responsible for securing your wallet, including keeping your credentials and seed phrase confidential. If you encounter wallet issues, you must contact your wallet provider.

By using your wallet in connection with OrangeX, you agree to abide by the terms and conditions of the wallet provider.

### Account Security and Responsibility

Your Account security is your responsibility. OrangeX is not liable for any actions or omissions by you or others that may compromise your Account. If you suspect any security issues related to your Account or the Platform, you agree to notify OrangeX immediately (contact us [here](#)).

### Electronic and Promotional Communications

By creating an Account, you consent to receive electronic communications from OrangeX, including emails, push notifications, text messages, and other forms of communication. These communications may include:

- Transactional and account-related notices (e.g., updates about your Account or activity on the Platform).
- Promotional communications that we believe may be of interest to you.

You understand that:

- Consenting to receive promotional communications is not a condition of using the Platform.
- You can opt out of promotional communications at anytime through your Account settings, by following the unsubscribe instructions included in the communications, or through your mobile device's operating system settings.

Please note that opting out may not apply to important announcements or messages that are necessary for providing the Platform.

#### Compliance with Laws and Government Sanctions

By using the Platform, you represent and warrant that you will comply with all applicable laws, including local, state, federal, and international regulations.

You agree not to use the Platform, or otherwise enable access to the Platform, if:

- You are located in, ordinarily resident in, or organized under the laws of a U.S.-sanctioned country.
- You are subject to sanctions imposed by the U.S. Government, any other government, or the United Nations.
- You are owned or controlled, directly or indirectly, by any person or entity subject to sanctions or located in, ordinarily resident in, or organized under the laws of a U.S.-sanctioned country.
- Any of your officers, managers, directors, shareholders, or authorized representatives are subject to sanctions or are located in, ordinarily resident in, or organized under the laws of a U.S.-sanctioned country, or are owned or controlled, directly or indirectly, by any person subject to such sanctions.
- You transact with or on behalf of individuals or entities subject to sanctions or otherwise falling into any of the categories above.

These representations must remain true for the duration of your use of the Platform. You further agree not to enable access to or use of the Platform for any natural or legal person that falls into any of the categories above.

#### Requests for Additional Information

OrangeX may require you to provide additional information and documents in certain circumstances, such as upon request by the government or to comply with applicable laws or regulations. OrangeX may restrict or disable your account until these requests are satisfied. Failure to provide complete and accurate information may result in permanent access restrictions.

#### Platform Disruptions and Modifications

Your access to the Platform may be interrupted for various reasons, including, but not limited to:

- Equipment malfunctions, updates, maintenance, or repairs.
- Geographic restrictions or potential violations of these Terms.
- Actions taken by OrangeX, at its sole discretion, to protect users or the Platform.

OrangeX reserves the right in our sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Platform (or any features or parts thereof, including the API) at anytime and without prior notice, without liability as a result. OrangeX also reserves the right to disable your Account and reassign your username and associated URLs at our discretion.

#### Age Restrictions

Users must be at least 18 years old to use the Platform. If you are between 13 and 18 years old, you may only use OrangeX with a parent or guardian's Account, provided they approve and oversee your use. OrangeX strictly prohibits access by users under 13 years old.

## 4. OrangeX's Ownership of the Platform

#### OrangeX's Intellectual Property

All proprietary elements of the Platform are owned by OrangeX. This includes:

- The Platform's "look and feel," such as text, graphics, images, logos, page headers, button icons, URLs, scripts, and other design elements that make up the Platform.
- Digital content, including the OrangeX logo, designs, text, graphics, pictures, data, software, sound files, and other files.
- OrangeX's trademarks, service marks, and trade dress.
- The selection, arrangement, and presentation of all such materials.

OrangeX and its licensors retain all rights to these materials, including the exclusive right to create derivative works. You may not:

- Copy, imitate, or use OrangeX's name, logo, trademarks, or service marks.
- Use metatags or other hidden text that reference "OrangeX" or its intellectual property.

#### License to Use the Platform

OrangeX grants you a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Platform, subject to your compliance with these Terms. This

includes:

- Accessing and displaying any software, content, or materials made available by OrangeX solely for your personal, non-commercial use as permitted under these Terms.
- Downloading a copy of the OrangeX mobile application to your device solely to enable your use of the Platform.

This license is strictly limited to your lawful use of the Platform. OrangeX does not grant any ownership rights through this license, and your use of content linked to or associated with NFTs, NFT collections, or other digital items is subject to any applicable rights set forth by the seller or creator of the NFT or such other digital item.

### Third-Party Intellectual Property

All other trademarks and intellectual property mentioned on or integrated by the Platform are the property of their respective owners. This includes:

- Trademarks, logos, and other intellectual property associated with third-party creators of NFTs or related content.
- Smart contracts and other software code deployed by third parties.

OrangeX does not claim ownership over such third-party intellectual property and disclaims responsibility for their operation, functionality, or legality. Reference to third-party products, services, or content on the Platform does not imply endorsement, sponsorship, or recommendation by OrangeX.

## 5. Third-Party Content

### Third-Party Content

The Platform may include links or access to third-party websites, applications, code, or other content ("Third-Party Content"). OrangeX uses the CoinGecko API, which is the property of Gecko Labs Pte. Ltd., to display its Third-Party-Content about fungible tokens on the Platform.

OrangeX does not control, endorse, or review Third-Party Content and is not responsible for it. You are cautioned that third-party applications may be decentralized or "open" in nature, where no recourse is available.

By using or relying on Third-Party Content, you do so entirely at your own risk. OrangeX provides access to Third-Party Content as a convenience and makes no warranties or representations regarding its functionality, availability, or reliability. You bear sole responsibility for verifying the legitimacy, authenticity, and legality of NFTs or other digital items you purchase.

Additionally, we cannot guarantee that any NFT or digital item visible on OrangeX will remain visible or available for purchase, sale, or transfer. Creators, sellers, and buyers are solely responsible for the content and metadata associated with their NFTs or other digital items.

### Public Blockchains

As a peer-to-peer web3 service, OrangeX helps you explore NFTs and other digital items created by third parties and interact with public blockchains and blockchain applications, which are not owned by OrangeX. Public blockchains facilitate the creation, transfer, and ownership of NFTs and other digital items, but OrangeX does not control or guarantee the availability, functionality, or permanence of these networks or the NFTs or other digital items existing on them.

### Third-Party Transactions and Terms

These Terms govern only your use of OrangeX's Platform. NFTs and other digital items exist on public blockchains and are purchased, sold, and transferred outside of OrangeX.

Sellers are responsible for determining and establishing the price of NFTs and other digital items, including applicable taxes, mint counts, and minting mechanics. OrangeX does not control or set these terms.

For its services, OrangeX may receive certain fees. However, OrangeX does not set, collect, enforce, or determine other costs or fees associated with buying or selling NFTs or other digital items, including but not limited to:

- Creator earnings or royalties.
- Blockchain transaction fees (commonly referred to as "gas fees").
- Payment processor or other third-party fees.

These fees are paid directly to third parties, such as creators, sellers, or blockchain validators, and OrangeX cannot refund these amounts.

NFTs and other digital items may also be subject to specific terms and conditions set by their creators, sellers, or buyers (referred to as "NFT Terms"). These terms, which may include rights and obligations associated with NFT content, are not established or enforced by OrangeX. For example:

- When you view NFT metadata or additional details on OrangeX, you may encounter third-party links to NFT Terms.
- Buyers, sellers, and creators are solely responsible for communicating, agreeing to, and enforcing any such NFT Terms.
- It is your responsibility to review and comply with any applicable NFT Terms.

## 6. Your Information, Content, and Grant of License to OrangeX

### Privacy Policy

Please refer to our [Privacy Policy](#) for information about how we collect, use, and share information from or about you ("Your Information"). By using the Platform, you acknowledge that you have read our [Privacy Policy](#) and you expressly consent to the collection, use, and disclosure of Your Information in accordance with the [Privacy Policy](#). In providing the personal information of any individual (other than yourself) that may receive transactions from you as

part of your use of the Platform, you agree that you have obtained consent from such individual to disclose their personal information to us, as well as their consent to our collection, use, storage, and disclosure of such personal information, in the manner and for the purposes set out in our Privacy Policy.

### User-Provided Content

You are solely responsible for any content you create, submit, post, promote, or display on or through the Platform, as well as for compliance with applicable laws, regulations, and these Terms (including the User Conduct requirements). This includes ensuring the legality, authenticity, and accuracy of all metadata associated with your NFTs and digital items.

By posting or submitting content, you represent and warrant that:

- You have all necessary rights, licenses, consents, permissions, power, and authority to grant OrangeX the license described above.
- Your content does not violate any intellectual property rights, publicity rights, or other third-party rights, and does not contain material that violates any laws.
- Terminating your ability to participate in any OrangeX promotional programs, including the Rewards Program, and the loss of any Points (as defined below).
- You are responsible for the content and metadata associated with your NFTs and digital items, including ensuring that they do not contain infringing material unless you have obtained the required permissions or are otherwise legally entitled to post the material.

### Grant of License to OrangeX

By using the Platform in conjunction with creating, submitting, posting, promoting, or displaying content (including compliance with OrangeX's metadata standards), you grant OrangeX a worldwide, non-exclusive, sublicensable, royalty-free license to:

- Use, copy, modify, and display your content for current and future business purposes, including providing, promoting, and improving the Platform.
- This license extends to any text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or other content you post, as well as any digital files, art, or materials linked to or associated with NFTs or other digital items displayed on the Platform.

Note: OrangeX does not claim ownership of your content, other than Feedback as defined below. The license you grant allows us to use and display your content to operate and improve our Platform, but ownership remains with you.

### Your Feedback

OrangeX welcomes feedback, comments, and suggestions for improving the Platform ( “Feedback” ). By providing Feedback, you:



- Acknowledge that it does not grant you any ownership or rights in the Platform or the Feedback itself.
- Assign to OrangeX all rights, title, and interest in the Feedback, including intellectual property rights such as patents, copyrights, trademarks, and trade secrets.
- Agree that OrangeX may use and disclose your Feedback for any purpose without compensation or further notice to you.

## 7. Intellectual Property Violations and Ownership Disputes

### Illegal Content and Disputed Items

OrangeX complies with applicable laws regarding illegal content, including intellectual property violations and stolen NFTs. To report illegal content or submit DMCA and DSA takedown notices, review and follow the instructions in our Prohibited Content and Disputed Items Policy.

OrangeX facilitates the discovery of and interactions with blockchain-based items, including NFTs. However, OrangeX does not adjudicate disputes regarding the ownership, authenticity, or legality of any item listed or transacted on the platform. If a dispute arises concerning an item, such disputes will be handled in accordance with our Prohibited Content and Disputed Items Policy, which may include restricting the visibility or transferability of the item on the platform.

Users acknowledge and agree that OrangeX's actions to address disputes are based solely on our internal policies and are not determinations of ownership or legal rights.

OrangeX reserves the right to restrict or remove visibility of NFT collections, individual NFTs, related metadata, or other digital assets or related content at its discretion, including for legal compliance, policy enforcement, or other reasons. You acknowledge that such restrictions may impact the accessibility and perceived value of an NFT or other digital item.

## 8. User Conduct

OrangeX values openness and inclusivity, aiming to provide users from diverse backgrounds with a vibrant way to explore web3 and blockchain-based assets. However, to ensure a safe and lawful environment, we reserve the right to take action, with or without prior notice, if we determine at our sole discretion that you have violated these Terms or may be using the Platform for unlawful activities. Such actions may include:

- Removing or restricting access to certain NFTs or other digital items.
- Limiting or disabling access to the Platform or specific features.
- Taking other measures as necessary to protect the Platform and its users.

### Your Responsibilities

You are solely responsible for your conduct and the content you create, display, or distribute on or through the Platform. You agree that you will not violate any law, contract, intellectual



property or other third-party right, and that you are solely responsible for your conduct and content, in connection with using the Platform.

In addition to all responsibilities and obligations outlined elsewhere in these Terms, you also agree:

- To do your own research (DYOR) before interacting or transacting with any NFT or other digital item displayed on the Platform.
- Not to use or attempt to use another user's account without their authorization.
- Not to impersonate another person or entity.
- Not to claim an OrangeX username with the intention of reselling it, misleading others, or deriving another user's goodwill ("name squatting").
- Not to attempt to override or circumvent measures put in place by OrangeX to block certain blockchain addresses.
- Not to distribute spam, including by sending unwanted NFTs to other users, or to use the Platform or its data for unsolicited advertising or direct marketing, including email, SMS, or telemarketing campaigns.
- Not to use the Platform or any software, API, or functionality to damage, disrupt, or overburden the Platform's operations.
- Not to circumvent access controls, rate limits, or traffic filters by using unauthorized tools, multiple IP addresses, or obfuscating traffic sources.
- Not to use the OrangeX APIs in violation of our developer policies or any applicable agreements.
- Not to exploit the Platform for unauthorized commercial purposes, inconsistent with these Terms or OrangeX's guidelines.
- Not to employ automated tools (e.g., scrapers, bots, crawlers) to access, extract, or manipulate Platform data without authorization.
- Not to reverse engineer, decompile, or disassemble the Platform, or bypass measures designed to prevent or limit access to specific areas, code, or functionality.
- Not to circumvent OrangeX's fee structures or attempt to resell the Platform or its features.
- Not to manipulate metrics (e.g., artificially inflating views, favorites, or rankings) to alter search results or the visibility of items or collections.
- Not to manipulate prices, commit fraud, or engage in deceptive or misleading practices.
- Not to buy, sell, or transfer stolen or fraudulently obtained items or NFTs.

- Not to violate the intellectual property rights of others or create and display illegal content.
- Not to create or display NFTs that promote hate, violence, self-harm, or illegal activities, including child sexual exploitation or doxing.
- Not to disrupt the experience of other users by interfering with their ability to enjoy or access the Platform.

#### Enforcement; No Duty to Police

OrangeX may, in its sole discretion and without notice, monitor, review, restrict, block, remove, or disable access to any content, digital item, or activity on or through the Platform. Nothing in these Terms imposes on OrangeX any obligation to do so, and OrangeX disclaims any duty to police or enforce these Terms or any law on your behalf. You acknowledge and agree that:

- OrangeX's ability to take such actions does not create any obligation to take them.
- OrangeX will not be liable to you or any third party for choosing to act or not to act under this Section.
- You waive and release any claim, demand, or cause of action arising from OrangeX's exercise, or failure to exercise, these rights.

#### Handling NSFW Content

OrangeX allows the posting of "Not Safe for Work" ("NSFW") content. However, this content may be subject to additional restrictions, such as being marked NSFW and appearing differently in navigation menus and search results.

## 9. Promotional Programs

Subject to your ongoing compliance with these Terms and any applicable Rewards Program Terms (defined below), OrangeX may, at its sole discretion, offer you the opportunity to participate in a limited points-based program (the "Rewards Program").

Through the Rewards Program, OrangeX may allocate digital points ("Points" or "XP") to users for completing specific tasks or interactions within the Platform. Points are provided as an enhancement to Platform users to incentivize participation in our community.

#### Eligibility and Enrollment

To be eligible for the Rewards Program, you must:

- Be a registered user of the Platform.
- Connect a digital wallet to the Platform.
- Accept and comply with these Terms and the Rewards Programs Terms.
- Complete the applicable tasks as determined by OrangeX.

Eligibility to participate in the Rewards Program may be limited by jurisdiction and other factors at OrangeX's sole discretion. OrangeX reserves the right to determine eligibility, and disputes regarding eligibility or Points cannot be appealed.

The Rewards Program is intended for personal use only; commercial or automated participation is prohibited. Your participation in the Rewards Program constitutes your acceptance of these Terms, any additional terms applicable to the Rewards Program ("Rewards Program Terms"), as may be modified or updated by OrangeX in its sole discretion.

**Modifications.** OrangeX reserves the right to modify, suspend, or terminate the Rewards Program, in whole or in part, at anytime, with or without notice. Such changes may affect the distribution or calculation of Points, changes to the tasks required to earn Points, the ways in which the Points can be redeemed (if at all), the ability to earn, use, or retain previously accumulated Points, and the leaderboard. OrangeX makes no representations or warranties regarding the continued availability of Points, the ability to use or redeem Points, or the existence of any associated benefits.

**Leaderboard.** A leaderboard will be available on the Platform, showcasing users who have accumulated the most Points. You can track your Points and progress by logging into your Account.

## Points

- Points are non-transferable and cannot be sold, assigned, or exchanged.
- Points are not a currency, asset, or property right; they have no cash or cryptocurrency value; and they cannot be redeemed for cash or any cash equivalent.
- Points do not constitute compensation or any other form of consideration for services.
- OrangeX does not guarantee that you or any participant will receive or be eligible to receive any minimum amount of Points by participating in the Rewards Program.
- Points do not entitle users to any vested rights, guarantees, or future benefits.
- Points are made available “as is” and without warranty of any kind.
- OrangeX or third parties may, at their sole discretion, determine whether and how to provide specific benefits or promotions in connection with Points. However, OrangeX makes no guarantees that Points will be redeemable for any specific reward or benefit.
- OrangeX does not guarantee or control any third-party initiatives, including any potential use of Points by third parties. Any allocation of third-party tokens or benefits based on Points is at the discretion of the third party and is not the responsibility of OrangeX. OrangeX disclaims all liability for the actions or decisions of any independent organizations in relation to the Rewards Program.

**Special Offers and Promotions.** From time to time, OrangeX may introduce special offers, bonuses, or challenges that allow you to earn additional Points. Each special offer may be

subject to separate terms and conditions, which will be made available at the time of the offer. These terms may differ from the general Rewards Program Terms, so be sure to review them before participating. OrangeX reserves the right to modify, restrict, or terminate any special offers at anytime.

**Expiration.** Points accumulated in the Rewards Program are subject to expiration, reset, or modification at OrangeX's discretion. OrangeX reserves the right to determine when and how Points expire, are adjusted, or are reset, including but not limited to expiration at the end of designated time periods ("Waves").

**Termination of Participation.** OrangeX reserves the right to terminate your participation in the Rewards Program at its discretion, including for any breach of these Terms, misuse of or fraudulent activity within the Rewards Program, or for any other reason deemed appropriate by OrangeX. All Points are provided "as is" without any warranties, express or implied, and OrangeX disclaims any liability arising from your participation in the Rewards Program. Points do not carry any vested rights and are not guaranteed to be available in perpetuity.

## 10. API Terms

This section governs your access to or use of any OrangeX programming interfaces, developer tools, and other related documentation and materials that we make available (collectively, the "API"). By using the API, you agree to comply with the Terms and any additional guidelines OrangeX may publish, including in its Developer Documentation.

### Reciprocal Access

You agree to join OrangeX in our mission of building a composable and decentralized web3 ecosystem by reciprocating and offering us equivalent levels of access to your data through, if any, your application programming interfaces, developer tools, or otherwise;

### License and Attribution Requirements

You must provide appropriate attribution to OrangeX on your site or in your product or services, for example by linking to the OrangeX website when displaying NFTs or other digital assets, where appropriate, in each case subject to any instructions or guidelines we may provide.

### Restrictions on API Use

You may not:

- a. Commercialize the API or any data, information, or content made available or transmitted via the API (such data, information, or content, "API Data") without OrangeX's express written permission. Your use of or access to the API or API Data will be considered "commercial" if you earn money as part of a product or service that you are selling, re-selling, or otherwise monetizing.

- b. Remove or alter legal notices (including copyright, trademarks, or other proprietary rights) contained in or on materials you receive or access in connection with the API or API Data.
- c. Overburden, disrupt, or impair OrangeX's servers or network through excessive, disruptive, or improper API usage.
- d. Share, distribute, sell, rent, lend, or transfer API access or keys or API Data to third parties, whether on a stand-alone basis or otherwise, without our express written permission.
- e. Access or use the API or API Data in a way that infringes, misappropriates, or violates any rights of another party.
- f. Falsify API usage data (or your intended or stated use) or obscure the origin of API calls.
- g. Copy, adapt, reformat, reverse-engineer, disassemble, decompile, decipher, or otherwise modify the API or create derivative works of the API.
- h. Exceed, disable, interfere with, circumvent, or attempt to circumvent (including by aggregating accounts or creating multiple API keys) API limits or security measures, including rate limits or authentication controls.
- i. Access the API to circumvent intended features, functionality, or limitations of the Platform.
- j. Use API Data for advertising, marketing, or monetization via data brokers or ad networks.
- k. Violate OrangeX's Privacy Policy or any data protection laws when collecting or using our API or API Data.
- l. Engage in unlawful, fraudulent, or sanctioned transactions using the API.
- m. Implement features or business practices, or use the API or API Data in a way that, in OrangeX's determination, may harm the reputation or relationships of OrangeX.
- n. You may not access or use the API or API Data in any manner that would be deemed a breach or an alleged breach of the "User Conduct" Section (Section 8) or any other portion of these Terms;

### Compliance & Security Obligations

If API Data is deleted, suspended, withheld, modified, disabled, delisted, or otherwise removed from OrangeX's service, you will make all reasonable efforts to delete or modify such API Data as soon as possible, and in any case within 24 hours, unless prohibited by applicable law or regulation or with the express written permission of OrangeX.

If you become aware of actual or potential security vulnerabilities in your integration of the API, you must immediately notify OrangeX and promptly work to resolve the issue.

You agree not to use or access the API or API Data for any unlawful or unauthorized purpose. In addition, you certify that you, your officers, directors, shareholders, and affiliates are and will

remain in compliance with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations.

## 11. Mobile App Specific Terms

You are responsible for providing the necessary device, internet connection, and other services to use the OrangeX mobile application ("App"). OrangeX does not guarantee compatibility with all devices or geographic availability. For users accessing OrangeX via iOS, Apple's [Standard End User License Agreement](#) ("EULA") applies in addition to these Terms of Service. In the event of a conflict between these Terms and Apple's EULA, Apple's EULA will govern solely with respect to the use of OrangeX on iOS devices.

## 12. Liability, Indemnification, and Assumption of Risk

### Indemnification

By using the Platform, you agree, to the fullest extent permitted by law, to indemnify, defend, and hold harmless OrangeX and its affiliates, and its and their respective employees, directors, contractors, service providers, agents, and representatives (collectively, the "OrangeX Parties") from and against all claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or relating to:

- Your use or misuse of the Platform, including but not limited to feedback or content you provide through the Platform, your engagement with NFTs, other digital items and other content visible on the Platform, and your interactions with other users.
- Your breach of these Terms or applicable laws.
- Your violation of the rights of third parties, including intellectual property or contractual rights.
- Your negligence or willful misconduct.
- Disputes over ownership or validity of NFTs and other digital items visible on OrangeX.

You agree to notify OrangeX promptly of any claims and to cooperate with OrangeX in defending such claims. OrangeX reserves the right to assume exclusive control of the defense and settlement of any claims.

### Disclaimers

Your use of the Platform is at your own risk. The Platform is provided on an AS IS and AS AVAILABLE basis, and OrangeX expressly disclaims all warranties, whether express or implied, including but not limited to:

- The Platform's fitness for a particular purpose, merchantability, title, and non-infringement.

- The accuracy, reliability, completeness, or availability of the Platform (including any of its features) or any associated NFTs or digital items.
- The security of the Platform, including protection from viruses, hacking, or other harmful elements.

OrangeX does not guarantee:

- The uninterrupted or error-free operation of the Platform.
- The accuracy or legality of NFTs, other digital assets, or content displayed on the Platform.
- That the Platform or associated content will meet your expectations.

OrangeX disclaims responsibility for any loss, including any losses resulting from:

- User errors, such as mistyped blockchain addresses or incorrectly constructed transactions.
- Server failures, unauthorized access, or third-party attacks, including phishing or malware.
- Irreversible blockchain transactions or issues related to public blockchain functionality, including forks and technical node issues.
- Vulnerabilities, failures, or abnormal behavior of other software (e.g., smart wallets).

Note: Some jurisdictions may not allow certain disclaimers, so these limitations may not apply to you.

### Assumption of Risk

By using the Platform, you acknowledge and accept the following risks, in addition to risks described elsewhere in these Terms:

- a. NFT and Crypto Volatility:** The value of NFTs and other digital items is subjective and highly volatile. You understand that you may lose money.
- b. Blockchain and Transaction Fees:** You are responsible for all blockchain-related fees, which are final and non-refundable.
- c. Disputed Ownership:** NFTs and other digital items visible on OrangeX may be subject to ownership disputes.
- d. Ecosystem Risks:** The utility and value of NFTs and other digital items depend on the adoption and growth of blockchain ecosystems, which may fail to develop as anticipated.
- e. Regulatory Risks:** The regulatory landscape for NFTs, cryptocurrency, and blockchain technologies is uncertain and may negatively affect the Platform or the utility of NFTs and other digital items.



- f. **Tax Obligations:** You are solely responsible for determining, withholding, reporting, and remitting any applicable taxes arising from your transactions on the Platform, including your NFT and token sales, purchases, swaps, transfers, or other digital item transactions, and you agree to indemnify OrangeX in connection with any such taxes. This responsibility extends to any taxes that may be associated with other activities on the Platform, such as those related to any promotional programs or any other benefits you may receive related to your use of the Platform. OrangeX does not provide tax advice and does not determine the taxability of any rewards or transactions. OrangeX will not be liable for any of your tax obligations.
- g. **Internet and Security Risks:** Using the Platform may expose you to risks such as internet disruptions, malicious attacks, or unauthorized access to your wallet or Account.
- h. **Third-Party Dependencies:** The Platform relies on third-party vendors and services, and any disruptions with these providers may negatively impact your experience.
- i. **Content Visibility:** OrangeX reserves the right to hide or make inaccessible collections, contracts, or items affected by these risks or other issues. This includes items that become unviewable or inaccessible due to blockchain-related issues.

#### Limitation of Liability

To the fullest extent permitted by law:

- o OrangeX, its affiliates, and its service providers shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to lost profits, revenue, data, or goodwill, arising out of or related to your use of the Platform.
- o OrangeX's and its affiliates' total liability for any claims arising out of or related to these Terms or your use of the Platform shall not exceed the greater of:
  - \$100, or
  - The amount OrangeX directly received from you in connection with the transaction that gave rise to the claim.

The limitations above apply even if the stated remedy fails of its essential purpose.

Exceptions: Some jurisdictions may not allow the exclusion or limitation of liability for certain damages, so these limitations may not apply to you.

## 13. Arbitration Agreement

Please read this section, setting forth the Arbitration Agreement carefully. It affects your legal rights by requiring that you and OrangeX resolve any and all disputes with OrangeX through binding arbitration rather than in court, subject to the limited exceptions described below. This section applies to disputes between you and OrangeX and does not govern disputes between

users or third parties. OrangeX does not provide dispute resolution services for disagreements between users or third parties, which must be resolved independently.

### Agreement to Arbitrate

You agree that any dispute, controversy, or claim arising out of or related to your use of the Platform, products sold or distributed through the Platform, or your relationship with OrangeX will be resolved on an individual basis exclusively through binding arbitration, except:

- a. Small Claims Court: Claims that qualify may be resolved in small claims court, provided they remain on an individual basis.
- b. Intellectual Property Claims: Claims involving intellectual property infringement or misuse may be resolved in a court of proper jurisdiction.

Both you and OrangeX agree to make good-faith efforts to resolve disputes informally before initiating arbitration or other legal proceedings.

### Informal Dispute Resolution

Before commencing arbitration, you must initiate an informal dispute resolution process by sending a written notice describing your claim and desired resolution to:

OrangeX, Attn: Legal Department  
Sokola Tůmy 743/16, Mariánské Hory, 709 00 Ostrava

Both parties agree to meet and confer (via telephone, videoconference, or in person) to attempt to resolve the dispute in good faith. The statute of limitations and any filing deadlines will be tolled during this process. If the dispute is not resolved within 30 days, either party may proceed with arbitration, small claims court, or legal claims for intellectual property issues.

### Delegation

Any dispute between OrangeX and you regarding the construction, interpretation, or application of this Arbitration Agreement, including the enforceability, severability, revocability, scope, or validity of this Arbitration Agreement, shall be decided by an arbitrator and not by a court or judge.

### Arbitration Process

- o Rules and Forum: Arbitration will be conducted by JAMS, an alternative dispute resolution provider, under its Streamlined Arbitration Rules (for claims under \$250,000) or Comprehensive Arbitration Rules (for claims above \$250,000). JAMS rules are available at [jamsadr.com](https://jamsadr.com) or by calling 800-352-5267.
- o Filing and Costs: If JAMS is unavailable, the parties will select an alternative arbitral forum. OrangeX will pay JAMS filing and administrative fees for claims under \$10,000, unless (a) your claim results in a judgment smaller than OrangeX's prior settlement offer or (b) the arbitrator deems the claim frivolous.

- Hearing Format: Arbitration may be conducted via telephone, videoconference, written submissions, or in person at a mutually agreed location.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement. Judgments rendered by the arbitrator may be entered in any court with proper jurisdiction.

#### Arbitrator Authority

The arbitrator has the exclusive authority to:

- Determine the scope and enforceability of this arbitration agreement.
- Resolve disputes related to the interpretation, applicability, or formation of this agreement.

The arbitrator may award the same relief on an individual basis that a court could award, including monetary damages and injunctive relief. All decisions are final and binding.

#### Waiver of Jury Trial and Class Actions

- Jury Trial Waiver: By agreeing to this arbitration agreement, you waive your constitutional and statutory rights to sue in court and have a trial before a judge or jury.
- Class Action Waiver: All claims must be brought on an individual basis. Claims of more than one party cannot be arbitrated or consolidated without written consent from all parties. Class arbitrations are expressly prohibited.

If a court finds that this class action waiver is unenforceable for a specific claim, that claim must be litigated in court, while other claims proceed in arbitration.

#### Severability and Survival

- If any part of this arbitration agreement is found invalid or unenforceable, that part will be severed, and the remainder will remain in effect.
- This arbitration agreement survives termination of your relationship with OrangeX.

#### Modification of Arbitration Terms

If OrangeX makes material changes to this arbitration agreement, you may reject the changes within 30 days of their effective date by notifying OrangeX in writing at:

OrangeX, Attn: Legal Department  
Sokola Tůmy 743/16, Mariánské Hory, 709 00 Ostrava

If you reject the changes, the prior version of this arbitration agreement will remain in effect.

## 14. Governing Law and Venue

These Terms and your access to and use of the Service shall be governed by and construed and enforced in accordance with the laws of the State of New York (without regard to conflict of law rules or principles of the State of New York, or any other jurisdiction that would cause the

application of the laws of any other jurisdiction). The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any dispute between the parties that is not subject to arbitration as set forth in Section 13 or cannot be heard in small claims court, shall be resolved in the state or federal courts of Miami-Dade County in the State of Florida, and the United States, respectively, sitting in the State of Florida.

## 15. Termination

OrangeX reserves the right to suspend, restrict, disable, terminate, or delete your Account or your access to the Service (in whole or in part) at anytime, with or without notice, and for any or no reason. If your Account is terminated, you will not be entitled to any refunds for amounts already paid to OrangeX.

All licenses granted to you under these Terms will terminate automatically if you breach these Terms. OrangeX shall not be liable for any damages or obligations arising from such termination.

All provisions of these Terms that by their nature should survive termination, including but not limited to ownership, indemnification, disclaimers, limitations of liability, dispute resolution, and export compliance, will remain in effect.

## 16. Miscellaneous Terms

### Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed, and the remaining provisions will remain in full force and effect.

### Remedies for Breach of Terms

You agree that any breach of these Terms may result in irreparable harm to OrangeX, for which monetary damages would not be an adequate remedy. OrangeX is entitled to seek equitable relief, including injunctive relief, without the need to post a bond or provide additional security.

### California Residents

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

### Entire Agreement

These Terms, along with any policies incorporated by reference, constitute the entire agreement between you and OrangeX regarding your use of the Service and supersede all prior agreements or understandings.

### Assignment

You may not assign or transfer your rights under these Terms without OrangeX's prior written consent. OrangeX may freely assign its rights and obligations.

#### Waiver

The failure of either party to assert any right or enforce any provision shall not constitute a waiver of that right or provision.

#### Interpretation

Section headings are for reference only and do not affect the interpretation of these Terms. For purposes of these Terms, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Terms as a whole; and (d) unless the context otherwise requires, defined terms in the singular shall include their plural forms, and defined terms in the plural shall include their singular forms. Unless the context otherwise requires, references in these Terms: (x) to "Sections" refer to the sections of these Terms; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. These Terms will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

#### Third-Party Beneficiaries

Except as explicitly provided in these Terms or Apple's EULA (e.g., Apple as a third-party beneficiary for App Store-related terms), these Terms are intended solely for the benefit of the parties and do not create rights for third parties.