

KODEX's Terms and Conditions

1. Terms

- 1.1. By accessing the website KODEX, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws.
- 1.2. If you do not agree with any of these terms, you are prohibited from using or accessing this site.
- 1.3. The materials contained in this website are protected by applicable copyright and trademark law.

2. Who we are and how to contact us

- 2.1 Our Site is operated by Caline - FZCO ("**We**"). We are registered in Dubai, UAE under company number 5836 and have Our registered office at Dubai Silicon Oasis, DSO IFZA.
- 2.2 To contact us, please email hello@kodex.biz

3. Definitions

- 3.1. "**Content**" means any data information, software or other material on or submitted to the Site or included in any communication that we send to You, in each case whether that is text, images, video, audio or other multimedia content or otherwise;
- 3.2. "**Terms**" means these terms and conditions of use as updated from time to time under clause 6;
- 3.3. "**User Content**" has the meaning given to it in clause 6.4 ;
- 3.4. "**We**", "**Us**" or "**Our**" means KODEX, the website and the firm.
- 3.5. "**You**" or "**Your**" or "**User**" means the person accessing or using the Site and the Content.

4. Access to the service

- 4.1. Users are fully responsible for the correct functioning of their computer equipment, modem and telephone line, as well as their connection to the Internet.
- 4.2. The users will have taken care to ensure that such equipment, is free of problems or viruses and is sufficiently secure to prevent the risk of a third party obtaining access to data relating to the Services provided to users.
- 4.3. Clients will make every effort to maintain this security. In particular, users shall ensure that there is no risk of malicious programs or viruses accessing and disrupting their computer systems. In particular, the users will ensure the security of their computer by using and regularly updating anti-virus and anti-spyware software as well as a personal firewall.
- 4.4. Users assume the technical risks in particular related to a power cut, interruption of connections, malfunction or overload of networks or systems.
- 4.5. Users are aware that they should contact the Internet Service Provider of their choice to access the Internet and the Platform. In this context, users are aware that it is up to them to select their Internet service provider and to set the terms and conditions of its services.

5. DISCLAIMER

BY USING KODEX YOU HEREBY AGREE:

1. THE CONTENT ON THE SERVICE IS STRICTLY FOR INFORMATIONAL PURPOSES.
2. THE SERVICE AND THE CONTENT PUBLISHED WITHIN THE SERVICE MAY INCLUDE INACCURACIES OR ERRORS.
3. KODEX DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, SECURITY, AVAILABILITY OR INTEGRITY OF THE SERVICE OR ANY CONTENT, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE SERVICE OR THE CONTENT.
4. INFORMATION PROVIDED ON KODEX DOES NOT CARRY ANY INVESTMENT ADVICE VALUE. NOTHING ON OR IN THE SERVICE SHALL CONSTITUTE OR BE CONSTRUED AS AN OFFERING OF ANY CURRENCY OR ANY FINANCIAL INSTRUMENT OR AS

INVESTMENT ADVICE OR INVESTMENT RECOMMENDATIONS (SUCH AS RECOMMENDATIONS AS TO WHETHER TO PURCHASE A CURRENCY OR INSTRUMENT) BY KODEX OR A RECOMMENDATION AS TO AN INVESTMENT STRATEGY BY KODEX.

5. YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN DECISIONS AND INVESTMENTS YOU MAKE.
6. CONTENT ON THIS SERVICE SHOULD NOT BE CONSIDERED AS INFORMATION SUFFICIENT UPON WHICH TO BASE AN INVESTMENT STRATEGY.
7. NO CONTENT ON THE SERVICE IS TAILORED TO THE SPECIFIC NEEDS OF ANY INDIVIDUAL, ENTITY OR GROUP OF INDIVIDUALS.
8. KODEX EXPRESSES NO OPINION AS TO THE FUTURE OR EXPECTED VALUE OF ANY CURRENCY, SECURITY OR OTHER INTEREST.
9. KODEX DOES NOT EXPLICITLY OR IMPLICITLY RECOMMEND OR SUGGEST ANY INVESTMENT STRATEGY OF ANY KIND.
10. CONTENT ON THE SERVICE MAY NOT BE USED AS A BASIS FOR ANY FINANCIAL OR OTHER PRODUCT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF KODEX.
11. KODEX CANNOT AND WILL NOT BE RESPONSIBLE FOR YOUR DECISIONS, INCLUDING BUT NOT LIMITED TO YOUR PROFITS MADE OR THE LOSS OCCURRED.
12. KODEX CANNOT BE HELD RESPONSIBLE FOR ANY LOSSES.
13. KODEX WILL NOT COVER ANY LOSSES YOU MIGHT HAVE.
14. KODEX WILL NOT COVER ANY LOSSES AT ALL
15. FROM TIME TO TIME KODEX WILL POST SPONSORED STORIES AND PRESS RELEASES PAID BY ANY PARTY.
16. KODEX CAN ADVERTISE FOR ANY SERVICE, PRODUCT AND CRYPTOCURRENCY ON THE WEBSITE.
17. YOU AGREE TO DO YOUR OWN DUE DILIGENCE ON SERVICES OR PRODUCTS OFFERED IN OUR ARTICLE, ADS, AND SPONSORED STORIES IF YOU CHOSE TO USE THEM.
18. KODEX MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SERVICE OR ANY CONTENT, OR THAT THE SERVICE OR CONTENT WILL BE UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY SOFTWARE, SERVICE, SYSTEM OR OTHER DATA OR INFORMATION. THE SERVICE AND ALL CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

19.KODEX DISCLAIMS ALL WARRANTIES AND CONDITIONS THAT THIS SERVICE, ITS SERVERS, OR ANY EMAIL SENT FROM KODEX, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

20.KODEX HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE AND THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

6. Ownership, use, and intellectual property rights

6.1.This Site, the Content (other than Your User Content) and all intellectual property rights in it are owned by KODEX or Our licensors. Intellectual property rights mean rights such as copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of Our rights in any intellectual property in connection with these Terms. This means, for example, that We remain owners of them and free to use them as We see fit.

6.2.Nothing in these Terms grants You any legal rights in the Site and the Content other than as necessary to enable You to access the Site and the Content. You agree not to adjust, to try to circumvent or delete any notices contained on the Site or on any emails We send to You (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

6.3.You may only make a copy of any part of Our Site or the Content as is reasonably necessary for Your own personal use or as You otherwise agree with Us in writing. You must not modify any Content You copy from Our Site or any email we send You in any way. Our status (and that of any identified contributors) as the authors of Content must always be acknowledged. If You print off, copy or download any part of Our Site or the Content, in breach of these Terms, Your right to use Our Site and the Content will cease immediately and You must return or destroy any copies of the materials You have made.

6.4. We may from time to time enable features, such as user forums, reviews, bulletin boards, and chat rooms, that allow you to upload comments, messages, photos, videos or other content (the "**User Content**").

6.5. Where you submit any User Content to the Site you grant Us a perpetual, royalty-free, worldwide license to use, display, copy, amend and create derivative works from that User Content for any purpose, including commercial purposes.

7. Accuracy of Information

7.1. KODEX will strive to ensure accuracy of information listed on this website although it will not hold any responsibility for any missing or wrong information.

7.2. KODEX provides all information as is.

7.3. You understand that you are using any and all information available here at your own risk.

8. Variation

8.1. No changes to these Terms are valid or have any effect unless agreed by KODEX in writing.

8.2. We reserve the right to vary these Terms from time to time.

8.3. KODEX's updated terms will be displayed on the Site and by continuing to use and access the Site following such changes,

8.4. You agree to be bound by any variation made by KODEX.

8.5. It is Your responsibility to check these Terms from time to time to verify such variations.

9. Modification of the Website

9.1. At any time and in KODEX's sole discretion, KODEX may (in whole or in part) modify, suspend or discontinue the Service and/or any Content without notice, for any reason.

9.2. We shall have no liability to you or to any third party for any such modification, suspension or discontinuance.

10. Registered users

10.1. You are solely responsible for keeping any password, user identification code or other log in details confidential.

10.2. You will also be responsible for any use made of this Site or the Content by anyone using your password, user identification code or other log in details.

10.3. If You know or suspect that anyone other than You knows Your password, user identification code or other log in details, You must promptly notify KODEX.

10.4. You are not permitted to impersonate any other person and We reserve the right in Our absolute discretion to restrict the use of any particular password, user identification code or other log in details.

11. Use of Cookies

11.1 By using KODEX you agree to the use of cookies.

12. Third Party Websites

12.1. The Service may contain links to third-party websites. Your use of all links to third-party websites is at your own risk. We do not monitor or have any control over, and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a

third-party websites does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party websites.

12.2. When you leave the Website, whether via a link contained on the Website or through the use of your web browser or other navigational tool, the information you view is not provided by us. Our terms and policies do not govern your use of third-party websites. We are not responsible for, have no control over and do not monitor or review the content of any other website. A link to a third-party website does not imply sponsorship, approval, affiliation or endorsement by KODEX of the linked third-party website or of that third party's products or services.

12.3. YOU AGREE THAT KODEX WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITE OR SERVICES, FOR ANY DEALINGS OR COMMUNICATIONS YOU MAY HAVE WITH THIRD PARTIES, OR FOR ANY HARM, DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY OF THE FOREGOING OR YOUR USE OF OR RELIANCE ON THE MATERIALS OR THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.