

Dolomite

Terms and Conditions

Last modified: October 12, 2022

Welcome to Dolomite.io ("we," "us," or "our"), a resource for Dolomite Protocol, as defined below.

Dolomite.io provides information and resources about the fundamentals of the decentralized non-custodial crypto asset (or "crypto") trading protocol called the Dolomite Protocol (the "Dolomite Protocol," "Protocol"). Dolomite.io also may provide one or more an interfaces to the Dolomite Protocol, but it is only one of many such interfaces.

These Terms and Conditions and any other documents incorporated herein by reference (collectively, these "Terms"), with respect to you or the company or other legal entity you represent ("you" or "your") constitutes a binding legal agreement which sets out the full terms and conditions by which you may access Dolomite.io as an informational web site ("the Site") and as an interface to the Dolomite Protocol, along with any other interfaces referenced therein or otherwise provided by Dolomite.io ("the Interface").

Wherever in these Terms we refer to Dolomite.io or any referents thereto (such as "we," "us," or "our") regarding our disclaimer, waiver, release, or indemnification from obligations, such is intended to, and shall hereby include Dolomite Ltd., of the British Virgin Islands (the provider of the Site and the Interface), the Dolomite Foundation of the Cayman Islands, and Leavitt Innovations, Inc. (the originating software developer of the Protocol), of Delaware, the United States of America, along with any of their agents and affiliates. Conversely, any obligation owed by you under these Terms is owed to all of the aforesaid entities. The presence of any of the aforesaid entities in these Terms does not imply any affirmative provision of software, services, material, or any other consideration by such entity under or relevant to these Terms, unless otherwise expressly indicated within these Terms, within the Site or within any official communication of any of such entity.

You may not use the Site or Interface if you disagree with any of these Terms.

1. USE OF THE SITE AND THE INTERFACE

The Dolomite.io Site is for informational purposes only and otherwise for the limited purpose of submitting transactions to the Interface as expressly provided by the Site.

Dolomite.io is not part of any transaction on the blockchain networks underlying the Dolomite Protocol; we do not have possession, custody, or control over any crypto appearing on the Interface; and we do not have possession, custody, or control over any user's funds. Further, we do not store, send, or receive any crypto. You understand that when you interact with any Dolomite Protocol smart contracts, you always retain control over your crypto. We do not have access to your private keys.

- 1.1. As an absolute precondition to accessing or using the Site or Interface, you represent and warrant to Dolomite.io the following:
 - 1.1.1. If you are an individual person, then you are of legal age in the jurisdiction in which you reside, and you have the legal capacity to enter into these Terms and be bound by them;

- 1.1.2. If you are a legally-created entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
- 1.1.3. You are not a U.S. Person, or if you are a U.S. Person, you are an Eligible Contract Participant (an "ECP") as defined under the Commodity Exchange Act (the "CEA"), 7 U.S. Code §1a(18);
- 1.1.4. You are not a resident, national, or agent of any country of which the United States, the United Kingdom, or the European Union embargoes goods or imposes similar sanctions (collectively, "Restricted Territories");
- 1.1.5. You are not subject to economic or trade sanctions administered or enforced by any governmental authority; or otherwise, you are not a member of any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the United Nations, including without limitation the U.S. Office of Foreign Asset Control ("OFAC") Specifically Designated Nationals and Blocked Person List (collectively, "Sanctions Lists Persons");
- 1.1.6. You do intend to, and to the extent practicable, will not transact with any Restricted Person or Sanctions List Person;
- 1.1.7. You do not, and will not, use VPN software or any other privacy or anonymization tools or techniques, or other means, to circumvent, or attempt to circumvent, any restrictions that apply; and if your access to the Site, the Interface and/or the Protocol is contingent upon your status as an ECP, you agree not to falsify any representations as to such (including any constituent information requests, representations or warranties) or subvert any verification process with regards to ECP status, and
- 1.1.8. Your access is not (a) prohibited by and does not otherwise violate or assist you in violating any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, letter, or another directive, requirement, guidance, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, letter, order, judgment, directive or other requirements, guidance, or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Dolomite.io or you as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "Applicable Laws"); or (b) to contribute to or facilitate any illegal activity.
- 1.1.9. You possess the requisite financial and technical sophistication to use the Site and the Interface, such that, without limitation, you understand the inherent risks associated with using (1) financial instruments, such as leverage, margin, debt-financed transactions, collateral, and derivatives, and (2) cryptographic and blockchain-based systems, including that you have a working knowledge of the usage and intricacies of digital assets such as Bitcoin (BTC), Ether (ETH), and digital tokens such as those

following the Ethereum Token Standard (ERC-20). **In particular, you understand that blockchain-based transactions are irreversible.**

- 1.2. As an absolute precondition to accessing or using the Site or the Interface, you acknowledge, understand, and agree to the following:
 - 1.2.1. From time to time, the Site or the Interface may be inaccessible or inoperable for any reason, including, but not limited to: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Dolomite.io or any of its suppliers or contractors may undertake from time to time; (c) causes beyond Dolomite.io's control, whether or not it could reasonably foresee such; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;
 - 1.2.2. We reserve the right to disable or modify access to the Site at any time in the event of any breach of these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Site or the Interface being inaccessible to you at any time or for any reason;
 - 1.2.3. The Interface may evolve, which means third parties may apply changes, replace, or discontinue (temporarily or permanently) the access at any time in their sole discretion;
 - 1.2.4. The pricing information provided on the Site or the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with Dolomite.io;
 - 1.2.5. Dolomite.io does not act as a broker or advisor for you;
 - 1.2.6. You are solely responsible for your use of the Site or the Interface, including all of your transfers of digital assets;
 - 1.2.7. To the fullest not prohibited by Applicable Law, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
 - 1.2.8. You are solely responsible for reporting and paying any taxes applicable to your use of the Interface; and
 - 1.2.9. We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so. If you experience a problem with any transactions in digital assets using the Site or the Interface, you bear the entire risk.

2. FEES

You are required to pay all fees for transactions involving certain blockchain networks. These fees may include gas costs and all other fees reflected on the Interface at your use, including trading-related fees. Dolomite.io does not receive fees for any blockchain transactions or using the Site or the Interface.

3. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

Nothing herein constitutes legal, financial, investment, business, or tax advice, and you are strongly advised to consult relevant advisor(s) before engaging in any activity in connection herewith. All information provided by the Site is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. The Terms are not intended to, and do not, create or impose any fiduciary duties on us.

4. PROPRIETARY RIGHTS

- 4.1. Dolomite.io (in pertinent part) owns all rights, names, logos, and other marks used on the Site and the Interface, including, without limitation, any copyrights in and to any content, code, data, or other materials that you may access or use on or through the Site or the Interface; however, the code for the Dolomite Protocol and the Interface made available on the Dolomite GitHub page (and/or other locations expressly linked or referenced) is open-sourced, and the use thereof is subject to particular open source license terms expressly-applied to the code or particular portions thereof.
- 4.2. Except as expressly set forth herein, your use of or access to the Site or the Interface does not grant you any ownership or other rights therein.
- 4.3. Dolomite.io may use and share your comments, bug reports, ideas, or other feedback (the "Feedback") that you may provide, including suggestions about how we might make improvements. You agree that Dolomite.io is free to use or not use any Feedback we receive from you as we see fit, including copying and sharing such Feedback with third parties, without any obligation to you. As such, you hereby grant us and our affiliates and our respective licensees, successors, and assigns a worldwide, perpetual, non-terminable, right to use, reproduce, modify (including to remove or delete), perform, display, distribute, retransmit, publish, broadcast, and otherwise disclose to third parties any of your Feedback for any purpose. Furthermore, you represent and warrant that you own and control all rights in and to your Feedback, and have the right to grant the foregoing license to us.

5. MODIFICATION, SUSPENSION, AND TERMINATION

- 5.1. Dolomite.io reserves the right, at our sole discretion, from time to time and with or without prior notice to you, to prohibit, modify, suspend or disable (temporarily or permanently) your access to the Site or the Interface, in whole or in part, through any means available to us (including, without limitation, providing written notice to you of such, or technologically blocking you, e.g., by your IP address), for any reason whatsoever, including, without limitation, that you have engaged in any prohibited activity specified or described in Section 7, or violated any other representation, warranty, or obligation agreed by you in these Terms. Upon termination of your access, your right to use the Site or the Interface will immediately cease. Although in such event

the Protocol may continue to be accessible to you on-chain or through one or more third parties, your obligations hereunder do not then cease, and you hereby agree that all representations, warranties and obligations owed by you under these Terms to Dolomite.io will continue to be so-owed if you are terminated and continue to access the Site, Interface or Protocol. Dolomite.io will not be liable for any losses suffered by you resulting from any from any prohibition, modification, suspension, or termination, for any reason, of your access to all or any portion of the Site or the Interface.

- 5.2. Dolomite.io may revise these Terms from time to time. We will notify you by updating the date at the top of the Terms and maintaining a current version. The most current version of the Terms will always be at <https://Dolomite.io/terms-and-conditions> or located on the footer of most pages on the Site. All modifications will be effective when they are posted. **By continuing to access or use the Site or the Interface after those revisions become effective, you agree to be bound by the revised Terms.**

6. RISKS

- 6.1. The use of technology related to blockchain, smart contracts, and cryptocurrencies, among others, entails a risk that by accessing transactions, you are assuming. Dolomite.io does not own or control any underlying software through which blockchain networks are formed. The software underlying blockchain networks are open-source so anyone can use, copy, modify, and distribute it. By using the Interface, you acknowledge and agree:
 - 6.1.1. That Dolomite.io is not responsible for the operation of the open-source software and networks underlying the Interface and does not own or control the Protocol;
 - 6.1.2. That there exists no guarantee of the functionality, security, or availability of that software and networks; and
 - 6.1.3. That the underlying blockchain network(s) and affiliated third-party apps and services are subject to sudden updates, upgrades, or changes in operating rules or conditions, including as those events commonly referred to as "forks," which may materially affect the Interface.
 - 6.1.4. You are responsible for securing your private key(s). We do not have access to your private key(s); losing control of your private key(s) will permanently and irreversibly deny you access to any blockchain-based network. Neither Dolomite.io nor any other person or entity will be able to retrieve or protect your digital assets. If your private key(s) are lost, you will not be able to transfer your digital assets to any blockchain address or wallet. If this occurs, you will not be able to realize any value or utility from the digital assets you may hold.
 - 6.1.5. You further understand that the markets for digital assets are highly volatile due to factors including (but not limited to) speculation, level of adoption, technological change, security, and regulation. You acknowledge and accept that the cost and speed of transacting through blockchain-based systems are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your trading positions and/or crypto may lose some or all of their value while they are supplied to the

Protocol through the Interface, that you may suffer losses (including a total loss) due to hacks, exploits, the fluctuation of prices or position markings of crypto or related instruments in a trading pair or liquidity pool, and experience significant price slippage and costs.

- 6.2. Dolomite.io is not responsible for the content of any third party, including, but not limited to, information, materials, products, or services that Dolomite.io does not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. Dolomite.io does not endorse or assume any responsibility for such resources or promotions. Suppose you access any such resources or participate in any such promotions. In that case, you do so at your own risk and understand that these Terms do not apply to your dealings or relationships with any third parties. You expressly relieve Dolomite.io of all liability arising from using such resources or participating in such promotions.
- 6.3. You understand that the Ethereum blockchain, Arbitrum (an optimistic rollup protocol on the Ethereum blockchain), and any other blockchain or related network to which Dolomite.io may connect remains under development, which creates technological and security risks when using the Interface, in addition to uncertainty relating to digital assets and transactions therein. You acknowledge that the cost of transacting on the Ethereum blockchain is variable and may increase at any time, causing an impact on any activities taking place on these blockchains, which may result in price fluctuations or increased costs when using the Interface.
- 6.4. Transactions entered into in connection with the Interface are irreversible and final, and there are no refunds. You acknowledge and agree that you will access and use the Interface at your own risk.
- 6.5. We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information that may not be in your best interests.
- 6.6. You hereby assume and agree that Dolomite.io will have no responsibility or liability for the risks in Section 10. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Dolomite.io, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, advisors, representatives, suppliers, and contractors related to any of the risks set forth in this Section 6.

7. PROHIBITED USES

- 7.1 You agree not to engage in the prohibited uses set forth below. The specific activities set forth below are representative but not exhaustive. By using the Site or the Interface, you confirm that you will not do any of the following:
 - 7.1.1. Promote or facilitate illegal activities, including but not limited to money laundering, terrorist financing, tax evasion, buying or selling illegal or counterfeit goods;
 - 7.1.2. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity, privacy, or any other proprietary right of Dolomite.io;
 - 7.1.3. Engage in improper or abusive trading practices, including but not limited to (a) any fraudulent act or scheme to defraud, deceive, trick, or mislead; (b) trading ahead of

another user of the Site or the Interface or front-running; (c) fraudulent trading; (d) accommodation trading; (e) wash or fictitious transactions; (f) pre-arranged or non-competitive transactions; or (g) cornering;

- 7.1.4. Uploading or transmitting viruses, worms, Trojan horses, logic bombs, cancelbots, spiders, malware, or any other type of malicious or unauthorized code that will or may be used in any way that will affect the functionality or operation of the Site or the Interface;
- 7.1.5. Use the Site or Interface in any way that is, in our sole discretion, defamatory, obscene, sexually explicit, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;
- 7.1.6. Impersonate another user of the Site or the Interface or otherwise misrepresent yourself; or
- 7.1.7. Engage or attempt to engage or encourage, induce or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 4 or any other provision of these Terms.

8. REGULATORY DISCLAIMER

Dolomite.io is an informational site for the Dolomite Protocol. Dolomite.io does not operate an exchange platform or offer trade execution or clearing services and has no oversight, involvement (brokering or otherwise), or control concerning your transactions using the Interface. All transactions between users of the Interface are executed peer-to-peer directly between the users' blockchain addresses through a set of open-source smart contracts which are not controlled by Dolomite.io.

You are responsible for complying with all Applicable Laws that govern your Non-OTC Contracts. As used herein, "Non-OTC Contracts" means Perpetual Contracts or leveraged, margined or financed contracts for crypto which are not settled through actual/physical delivery within 28 days. As a result of restrictions under the CEA and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission (the "CFTC"), no U.S. Person who is not an ECP may enter into Non-OTC Contracts using the Interface.

By using the Site or the Interface, you understand that Dolomite.io is not registered or licensed by any regulatory agency or authority. No such agency or authority has reviewed or approved the use of the Site or the Interface.

9. WARRANTY DISCLAIMER

The Interface is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, we disclaim any representations and warranties of any kind, whether express, implied, or statutory, including (but not limited to) the warranties of merchantability and fitness for a particular purpose. You acknowledge and agree that your use of the Site and Interface are at your own risk. We do not represent or warrant that access to the Interface will be continuous, uninterrupted, timely, or secure; that the information contained in the Interface will be accurate, reliable, complete, or current; or that the

Interface will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that we make should be treated as creating any warranty concerning the Interface. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Interface.

10. LIMITATION OF LIABILITY

In no event shall Dolomite.io, its affiliates, its suppliers and contractors, and its affiliates', suppliers' and contractors' respective stockholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers, and contractors shall be liable for any direct, indirect, incidental, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of fiat, assets, data, information, revenue, opportunities, use, goodwill, profits or other business or financial benefit) arising out of or in connection with the Site, the Interface, or the Protocol, or other item provided by or on behalf of Dolomite.io, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder nor is Dolomite.io in any way responsible for the execution or settlement of transactions between users of the Interface.

In no event shall Dolomite.io's aggregate liability arising out of or in connection with the Site or Interface exceed ten US Dollars (10.00 USD).

11. ASSUMPTION OF RISK AND RELEASE

You hereby expressly assume all risks and liability in connection with your use of the Site, the Interface and the Protocol. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Site, the Interface or the Protocol. If you are a California resident, you waive the benefits and protections of California Civil Code §1542, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

12. INDEMNIFICATION

You hereby agree to defend, indemnify, and hold harmless Dolomite.io, its affiliates, members, managers, employees, attorneys, representatives, suppliers, and contractors from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of or conduct in connection with the Site or the Interface (b) your violation of these Terms; or (c) your misuse of the Site or the Interface, or any smart contract and/or script related thereto; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (e) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (f) your use of a third-party product, service, and/or website; or (g) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense, and control of any matter subject to indemnification by you. You agree to cooperate

with our defense of any claim. You will not, in any event, settle any claim described in this section without our advance written consent.

13. DISPUTE RESOLUTION & ARBITRATION

Dolomite.io will use its best efforts to resolve potential disputes (a "Dispute") through informal, good faith negotiations. If a potential Dispute arises, you must contact us by sending a written notice of your claim ("Notice") to Dolomite.io through any means expressly indicated for such, or otherwise through our general feedback channels. The notice must (a) describe the nature and basis of the claim and (b) set forth the specific relief sought. Our notice to you will be similar in form to that described above and may be to any contact address (email or otherwise) you have provided to us. If you and Dolomite.io cannot reach an agreement to resolve the claim within sixty (60) days of your email, then such Dispute shall be referred to arbitration administered by the BVI International Arbitration Centre ("BVI IAC") under the BVI IAC Arbitration Rules.

The number of arbitrators shall be three; the seat of arbitration shall be Road Town, Tortola, British Virgin Islands; and the language to be used in the arbitration shall be English.

Any claim arising out of or related to these Terms or the Site or the Interface must be filed within one year after such claim accrued; otherwise, the claim is permanently barred, which means that you and Dolomite.io will not have the right to assert the claim.

14. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Site, or the Interface, will be governed by and construed and enforced under the laws of the British Virgin Islands, as applicable.

15. MISCELLANEOUS

- 15.1. Any right or remedy of Dolomite.io set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of Dolomite.io in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.
- 15.2. The following sections of these Terms will survive any termination of your access to the Site or the Interface, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 3 through 14.
- 15.3. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect notwithstanding the loss of any others.
- 15.4. Dolomite.io will have no responsibility or liability for any failure or delay in performance of the Site or the Interface, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, pandemic, or other act of God, fire, war, insurrection, riot, labor dispute, accident, any law, order regulation, direction, action or

request of the government, communications, power failure, or equipment or software malfunction.

- 15.5. You may not assign or transfer any right to use the Site, the Interface, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or part, without notice or obtaining your consent or approval.
- 15.6. These Terms contain the entire agreement between you and Dolomite.io and supersede all prior and contemporaneous understandings between the parties regarding the matters hereof.
- 15.7. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.
- 15.8. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms other than the Indemnified Parties.

CONTACT INFORMATION

If you have any questions about these Terms, the Site, or the Interface, please get in touch with Dolomite.io on any of our official channels linked or referenced on the Site. You may also reach Dolomite.io by mail at:

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