

## WOWMAX TERMS OF USE

The following terms of use (the "Terms") constitute an agreement between you or the company or other legal entity you represent ("you" or "your") and WOWMAX Exchange (WOWMAX Exchange, "we," or "us"), and apply to your use of WOWMAX, <https://wowmax.exchange/>.

You agree that you have read, understood, and accepted these Terms as well as our policies disclosed and updated from time to time, and you acknowledge and agree that you will be bound by such terms and policies.

### 1. ELIGIBILITY

If you are an individual, you must be of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms.

If you are on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf.

By accessing or using WOWMAX, you further represent and warrant that you are not a Restricted Person, nor are you a resident of a Restricted Territory [as defined in Section 2] and you will not be using WOWMAX for any illegal activity including, but not limited to, those Restricted Activities listed under Section 3. Notwithstanding the foregoing, we may determine not to make the services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on your location. Additionally, use of a virtual private network (e.g., a VPN) or other means by Restricted Persons or persons from Restricted Territories to access or use our service is prohibited.

### 2. LEGAL COMPLIANCE

1) You agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of our service and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

You may not use our services if (i) you are incorporated or otherwise established in, or a citizen or resident of a prohibited jurisdiction as follows ("Restricted Territories"), including but not limited to:

- Iran
- North Korea
- Cuba
- Syria
- Crimea and Sevastopol
- Afghanistan
- Libya
- Mali

- South Sudan
- Sudan
- Donetsk
- Luhansk
- US and its territories
- China
- Democratic Republic of Congo
- Myanmar
- Cayman Island
- Canada

WOWMAX Exchange has the sole discretion to update the list of prohibited jurisdictions from time to time; (ii) you are a member of any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the Taiwan government ("Restricted Persons"); (il) you intend to transact with any Restricted Territories or Restricted Persons; (iv) you are located, incorporated or otherwise established in, or a citizen or resident of a jurisdiction where it would be illegal under applicable laws for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use our services; or (v) the publication or availability of our services is prohibited or contrary to local law or regulation, or could subject WOWMAX Exchange to any local registration or licensing requirements.

In order to comply with legal obligations under applicable rules and regulations, we may conduct AML/CFT procedure, anti-fraud procedure, and authentication checks.

### 3. RESTRICTED ACTIVITIES

In connection with your use of our services, you will not:

- violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of our services;
- provide false, inaccurate, incomplete or misleading information;
- infringe upon WOWMAX Exchange's or any third party's copyright, patent, trademark, or intellectual property rights;
- engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices;
- distribute unsolicited or unauthorized advertising or promotional material, written media releases, public announcements and public disclosures, junk mail, spam or chain letters;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;

- transmit or upload any material to WOWMAX Exchange that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- transfer any rights granted to you under these Terms;
- engage in any other activity which, in our reasonable opinion, amounts to or may amount to market abuse including without limitation the carrying out of fictitious transactions or wash trades, front running or engaging in disorderly market conduct; or
- engage in any behavior which is unlawful, violates these Terms, or is otherwise deemed unacceptable by WOWMAX Exchange in its sole discretion.

#### 4. FEES AND PRICE ESTIMATES

In connection with your use of our services, you are required to pay all fees necessary for interacting with the blockchain networks, including "gas" costs, as well as all other fees reflected on WOWMAX at the time of your use. Although we attempt to provide accurate fee information, this information reflects our estimates of fees, which may vary from the actual fees paid to use the services and interact with the blockchain networks.

#### 5. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

We do not advise on the merits of any particular transactions, trading risks, or tax consequences, and do not provide any other financial, investment, or legal advice in connection with our service. To the extent that we or our representatives provide trading recommendations, market commentary, or any other information, the act of doing so is incidental to your relationship with us and such information should not be construed as investment or financial advice. Any decision to buy or sell digital assets is the user's decision and we will not be liable for any loss suffered. You accept the risk of trading digital assets. In entering into any transaction via WOWMAX, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the transaction and the underlying digital asset. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction or any underlying digital asset. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party.

#### 6. OWNERSHIP OF DIGITAL ASSETS

You hereby represent and warrant to us that any digital assets used by you in connection with our services are either owned by you or that you are validly authorized to carry out transactions using such digital assets.

#### 7. TAXES

It is your responsibility to determine what, if any, taxes apply to your activities on WOWMAX, and to collect, report, and remit the correct tax to the appropriate tax authority.

WOWMAX Exchange is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

## 8. INDEMNIFICATION; RELEASE

You agree to indemnify and hold WOWMAX Exchange, its affiliates, and service providers, and each of their officers, directors, agents, joint venturers, employees, and representatives harmless from any claim or demand (including attorneys' fees and any losses, fines, fees, or penalties imposed by any regulatory authority) arising out of your breach of these Terms, or your violation of any law or regulation. The term "losses" means all net costs reasonably incurred by us or the other persons referred to in this means all net costs reasonably incurred by us or the other persons referred to in this Section which are the result of the matters set out in this Section and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees (without duplication). If you have a dispute with one or more Users or third parties, you release WOWMAX Exchange (and its affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees, and representatives) from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. If you have a dispute with anyone other than WOWMAX Exchange, you release us from liability associated with that dispute.

## 9. PRIVACY POLICY

This Privacy Policy (hereinafter "Policy") constitutes a part of the Terms used in this Policy shall have the same meanings as in the Terms except as otherwise provided herein. This Policy explains how we collect, use, process, disclose, share, transfer, and protect personal information obtained through us and our partners. This Policy also describes how we comply with our legal obligations to you, and how we respect your ability to know, access, correct, transfer, restrict the processing of, and delete, your data. By using our platform, you agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy. We do not sell or lease the personal data that we have collected and will not do so without providing a right to opt out). data that we have collected (and will not do so without providing a right to opt out).

### 9.1 Applicability of this Policy

This Policy applies to our services, which include the services we provide on any other websites, pages, features, or content we own or operating third party applications relying on such an API, and related services.

### 9.2 Safety and Security

We may use acquired information to help maintain the safety, security, and integrity of you and our services.

## 10. DISCLAIMER

WOWMAX is a developer of open-source software does not offer trade execution or clearing services and, therefore, has no oversight, involvement, or control concerning your transactions using our services. All transactions between users of this open-source software are executed directly between the users blockchain addresses through a smart contract.

You understand and agree that WOWMAX enables access to an online, decentralized and autonomous protocol and environment, and associated decentralized networks, that are not controlled by the WOWMAX Exchange.

We do not have access to your private key and cannot initiate an interaction with your digital assets or otherwise access your digital assets. We are not responsible for any activities that you engage in when using your wallet, or WOWMAX. We cannot and does not represent or guarantee that any of the information available through WOWMAX Exchange is accurate, reliable, current, complete or appropriate for your needs.

You expressly understand and agree that your use of WOWMAX Exchange is at your sole risk.

We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to WOWMAX and the code proprietary or open-source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent.

You understand that we are not registered or licensed by the CFTC, SEC, or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of WOWMAX. Our services do not constitute advice or a recommendation concerning any commodity, security, or other digital asset or instrument.

You acknowledge that WOWMAX Exchange is not responsible for transferring, safeguarding, or maintaining your private keys or any digital assets associated therewith. If you lose, mishandle or have stolen associated your private keys, you acknowledge that you may not be able to recover associated digital assets and that WOWMAX Exchange is not responsible for such loss. You acknowledge that WOWMAX Exchange is not responsible for any loss, damage or liability arising from your failure to comply with the Terms hereunder.

The fiat-denominated prices and value in public markets of cryptocurrencies and tokens (including without limitation \$DEFI, \$USDC) are subject to dramatic fluctuations and may be highly volatile. You acknowledge and agree that using WOWMAX Exchange might lead to a partial or full loss of your investment, the value of your investment may rise or fall anytime, and you may not be able to recover your investment. As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of demand for these assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets. The market value of any token may decline below the price for which you acquire such asset through WOWMAX Exchange or on any other platform. You acknowledge and agree that the costs and speeds of transacting with cryptographic and blockchain-based systems are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use any tokens.

OUR SERVICES ARE NOT OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN THE UNITED STATES OF AMERICA (COLLECTIVELY, "US PERSONS").

MOREOVER, NONE OF OUR OTHER SERVICES ARE OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY. WE DO NOT MAKE EXCEPTIONS; THEREFORE, IF YOU ARE A US PERSON, THEN DO NOT ATTEMPT TO USE OUR SERVICES AND IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE ANY OF OUR SERVICES. USE OF A VIRTUAL PRIVATE NETWORK ("VPN" TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

## 11. LIMITATION OF LIABILITY; NO WARRANTY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WOWMAX Exchange AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WOWMAX Exchange HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES: (I) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED

INTO THROUGH OR FROM THE SERVICES: (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF WOWMAX Exchange, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF WOWMAX Exchange AND ITS AFFILIATES, ANY PERFORMANCE OR NONPERFORMANCE OF WOWMAX Exchange SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO WOWMAX Exchange UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. WOWMAX Exchange, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WOWMAX Exchange MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.

## 12. FORCE MAJEURE

WOWMAX Exchange shall have no liability for any failure or delay resulting from any abnormal or unforeseeable circumstances outside our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, earthquake, fire, typhoons, floods, wars, hacker attacks, computer virus invasions, or regulatory changes which render this Agreement unlawful, or other acts of God, labor conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

### 13. GOVERNING LAW; VENUE

The laws of Hong Kong shall govern these Terms. Except as otherwise required by local law, any dispute between you and WOWMAX Exchange related in any way to, or arising in any way from, our Services or these Terms ("Dispute") shall be finally settled in the legal proceeding of Hong Kong Arbitration Court. Any litigations shall take place in Hong Kong.

### 14. ASSIGNMENT

You may not transfer or assign these Terms or any rights or obligations you have under these Terms without our prior written consent or otherwise and any such attempted assignment shall be void. We reserve the right to freely assign or transfer these Terms and the rights and obligations of these Terms, to any third party at any time without notice or consent. If you object to such transfer or assignment, you may stop using our services and terminate this agreement.

### 15. THIRD PARTY CONTENT

We strive to provide accurate and reliable information and content on WOWMAX, but such information may not always be correct, complete, or up to date. We will update the information on WOWMAX Exchange as necessary to provide you with the most up to date information, but you should always independently verify such information. WOWMAX Exchange may also contain links to third party websites, applications, events or other materials ("Third Party Content"). Such information is provided for your convenience and links or references to Third Party Content do not constitute an endorsement by our products or services. We shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on WOWMAX Exchange or in any Third Party Content.

### 16. AMENDMENTS

We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use our services after the initial posting of the revised agreement and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of WOWMAX. You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of these Terms.

### 17. ENTIRE AGREEMENT

The failure of WOWMAX Exchange to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and remain enforceable between the parties. The headings and any explanatory text are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. These Terms, including WOWMAX Exchange's policies governing our services, constitute the entire agreement between you and WOWMAX Exchange with respect to the use of our services.

## 17. COMPANY DETAILS

Company Name: WOWMAX LIMITED

Business Registration No.: 75769798

Country of Incorporation: Hong Kong

Date of Incorporation: 3 October 2023

Company Incorporation No.: 3324039

Address: Unit 2A, 17/F, Glenealy Tower, No.1 Glenealy, Central, Hong Kong