



damex.io

Terms and Conditions - *Damex Earn*

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1. By consenting to these Terms and Conditions, Damex hereby offers Users the opportunity to opt-in to a reward programme whereby the User selects to subject their nominated Digital Assets, to a Lock-Up (the “Damex Earn Rewards Programme”) By selecting to participate in the Damex Earn Reward Programme, the User shall be entitled to receive a fixed number of the same Digital Asset to be calculated and allocated to the User, into the nominated Wallet associated with their User Account. Each Damex Earn Rewards Programme shall be referred to as a “Programme the User, shall remain under the User’s sole legal ownership. Each Damex Earn Rewards Programme shall be referred to as a “Programme”
2. The Lock-Up means a certain period of time whereby a User agrees to be prevented from selling, transferring, swapping, or otherwise withdrawing a specific amount of a Digital Asset in their ownership in their relevant Wallet, whereupon that specific amount shall be expressed as “Locked Balance” as opposed to “Available Balance”, with an additional amount of that Digital Asset being rewarded to them for not redeeming the Locked Balance for the entirety of that certain period of time (“**DE Reward**”), and with such DE Reward expressed as an annual percentage rate (“**DE Reward Rate**”).
3. The DE Reward shall be calculated as compounding on a daily basis, in that the DE Reward Rate shall apply to the Digital Assets that have accrued daily from the moment that the User has opted into a Programme until the end of the Programme.

A User who opts-in to a Programme shall have the right to opt out at any time before the end of the Lock-Up Period. However, upon opting out, the User shall not be entitled to receive any DE Reward accrued under that Programme and the initial opted-in Digital Asset shall be credited back to the User’s Available Balance.

4. The critical time period for defining a Lock-Up Period and for calculating the number of Digital Assets allocated under the DE Reward Rate for any given Programme shall be daily

from 00:00 to 05:00 CET, being the settlement window. Users can enter a Programme before 23:59:59 CET on the day immediately prior to the Programme's commencement date. The allocation of DE Rewards will occur within four (4) hours after the daily settlement window and the Locked Balance will be released if the Lock-Up Period has expired..

5. Each Programme shall stipulate a total number of the relevant Digital Assets that are available to receive as DE Rewards for Users ("Available Quota").
6. Each Programme shall have a maximum number of the relevant Digital Assets available for a User to Lock-Up available to view on the App ("Personal Quota").
7. Damex reserves the right to unilaterally state or amend the DE Reward Rate, the Available Quota and the Personal Quota at any time at its sole discretion.
8. Any DE Reward that has accrued on a daily basis shall be expressed as a credit to the relevant Wallet belonging to the User, and Damex reserves the right to remove that credit at any time whether or not a User fulfils the terms of the Programme.
9. Upon the completion of a Programme, any User who has chosen to opt-in to automatic renewal shall find the following:
 - a. Where a User's Available Quota and/or Personal Quota have not reached their maximum limits, the total number of the Digital Assets being locked [initial number + rewards] shall be enrolled into the Programme.
 - b. Where a User's Available Quota and/or Personal Quota have reached its maximum limit(s), the same number of the Digital Asset as initially submitted [initial number] shall be re-enrolled into the Programme.

The User understands and agrees that the DE Reward Rate for any subsequent Programme may differ from the DE Reward Rate of the previous Programme.

A User may opt-in to or opt-out of automatic renewal at any time without affecting the terms of the Programme to which they had submitted Digital Assets

In the event Damex terminates a Programme, users can no longer opt-in. Digital Assets locked in a pending Programme shall be released in full and credited to the User's Available Balance at the end of the Lock-Up Period, regardless of the auto-renewal settings.

10. Damex reserves the right, at its sole discretion, to make any Programme or Damex Earn operation available or unavailable to any User without compensation or notice.
11. By accepting these terms and conditions, a User acknowledges and agrees to the following:

- a. Digital Assets submitted to any Programme by a User are subject to Damex acting as a Digital Asset Custodian. During the term of any Programme, Damex does not have the capacity to manage or control the state or position of any Digital Asset beyond its role as a Digital Asset Custodian; and
- b. Users shall not utilise any Damex Earn Programme for any purpose other than attempting to receive the DE Reward as stated.