



Beta Testing Terms & Conditions

February 2021

Table of Contents

1.	Beta Testing Terms & Conditions	3
2.	License Grant	3
3.	Feedback	3
4.	Confidential Information	4
5.	No Warranty	4
6.	Reference	4
7.	Product Support	5
8.	Expiration	5
9.	Entire Agreement; Modification	5
10.	Governing Law	5
11.	Limitation Of Liability	5
12.	Indemnification	6
13.	Severability	6
14.	Dispute Resolution	6
15.	Changes And Amendments	7
16.	Acceptance Of These Terms	7
17.	Contact Us	7

1. Beta Testing Terms & Conditions

By using the software, you agree that you are using the Software as a beta tester/licensee until such time that the software is no longer in beta state.

- a. CoinDCX and/or Cosmex frequently develops pre-release Beta versions of software functionality, that may be made available for public release, including modifications, enhancements, improvements, updates, additions, derivative works, documentation and related material (“Beta Software”).
- b. CoinDCX and/or Cosmex performs testing prior to making releases however may not capture all faults and bugs. CoinDCX and/or Cosmex provides licensees with access to products prior to the software being commercially released in order to allow users to derive value while we test and develop the system.
- c. Licensee wishes to serve as a Beta tester for such Beta software and acknowledges the Beta Disclaimer.

BETA-DISCLAIMER: THE Beta Software LICENSED HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS BETA TESTING AGREEMENT IS TO OBTAIN FEEDBACK ON SOFTWARE PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. LICENSEE IS ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE Beta Software AND/OR ACCOMPANYING MATERIALS. NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

2. License Grant

CoinDCX and/or Cosmex grants to Licensee a non-exclusive, non-transferable, revocable license to use the Beta Software solely for Beta testing and use from the acceptance date of this Agreement until the official release date of the generally available commercial version of the Beta Software, subject to the terms and conditions below. CoinDCX and/or Cosmex may vary the duration of the test period at any time and for any reason.

3. Feedback

In consideration for receiving access to the Beta Software for testing, Licensee agrees to serve as a “Beta tester” for the Beta Software and will gather and report test data to CoinDCX and/or Cosmex in the manner and within the time period of this Agreement. Licensee agrees to provide best effort to give CoinDCX and/or Cosmex feedback, comments or enhancement suggestions on the Beta Software (the “Feedback”) and hereby assigns to CoinDCX and/or Cosmex all rights, title and interest to such ideas for enhancements, including any product enhancements developed as a result of such ideas. Licensee

agrees that CoinDCX and/or Cosmex may use the Feedback for any purpose.

4. Confidential Information

Licensee agrees that the Beta Software is the sole and exclusive property of CoinDCX and/or Cosmex and includes valuable trade secrets and other intellectual property of CoinDCX and/or Cosmex. Licensee agrees to treat the Beta Software and any documentation or other materials provided with the Beta Software as confidential, and will not without the prior express written authorization of CoinDCX and/or Cosmex:

- a. Demonstrate, copy, sell, market or grant access to the Beta Software to any third party; or
- b. Publish or otherwise disclose information relating to performance or quality of the Beta Software to any third party or share any documentation or other materials relating to the Beta Software with any third party; or
- c) Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate the Beta Software or any portion thereof.

5. No Warranty

The Beta Software is pre-release code and is not at the level of performance or compatibility of a final, generally available product offering. The Beta Software may not operate correctly and may be substantially modified prior to first commercial shipment, never released commercially, or withdrawn after commercial release. The Beta Software is provided “AS IS” without warranty of any kind, including without limitation, any warranty as to performance, non-infringement of thirdparty rights, sell ability, or fitness for a particular purpose. The entire risk arising out of the use or performance of the Beta Software remains with Licensee. In no event shall CoinDCX and/or Cosmex be liable for any damage whatsoever arising out of the use of or inability to use the Beta Software, including without limitation, any direct, indirect, consequential, exemplary, special, incidental or punitive damages, or damages for lost data or lost profits, even if CoinDCX and/or Cosmex has been advised of the possibility of such damages.

6. Reference

Upon completion of the Beta testing period, CoinDCX and/or Cosmex may request Licensee to provide material, statistics, or information that is not deemed confidential to Licensee’s business for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by CoinDCX and/or Cosmex.

7. Product Support

Licensee acknowledges that CoinDCX and/or Cosmex is under no obligation to provide:

- a. technical support under the terms of this Agreement,
- b. to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop Beta Software either to Licensee or to any other party, and
- c. provides no assurance that any specific errors or discrepancies in the Beta Software will be corrected.

8. Expiration

Licensee's rights with respect to the Beta Software will expire upon the generally available commercial release of the Beta Software. Either party may terminate this Agreement at any time with or without reason by providing advance written notice. Upon any expiration or termination of this Agreement, the rights and licenses granted under this Agreement shall immediately terminate. Licensee participation privileges may be terminated immediately without written notice upon failure to comply with any of the terms and conditions of this Agreement or failure to provide reasonable feedback in a timely manner.

9. Entire Agreement; Modification

This Agreement constitutes the entire and only agreement between the parties for Beta Software and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

10. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of Singapore & Estonia.

11. Limitation Of Liability

To the fullest extent permitted by applicable law, in no event will CoinDCX and/or Cosmex, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a) any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated

savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if CoinDCX and/or Cosmex has been advised as to the possibility of such damages or could have foreseen such damages.

To the maximum extent permitted by applicable law, the aggregate liability of CoinDCX and/or Cosmex and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to CoinDCX and/or Cosmex for the prior one-month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

12. Indemnification

You agree to indemnify and hold CoinDCX and/or Cosmex and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Beta Software or Services or any willful misconduct on your part.

13. Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

14. Dispute Resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Singapore, with regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Singapore. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be courts located in Singapore, and you hereby submit to the personal jurisdiction of such courts.

15. Changes And Amendments

We reserve the right to modify this Agreement or its policies relating to the Beta Software or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Software after any such changes shall constitute your consent to such changes.

16. Acceptance Of These Terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Beta Software or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Beta Software and its Services.

17. Contact Us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may do so via email at support@coindcx.com and care@cosmex.com

This document was last updated in February 2020.