

CASH-IN RULES

Last updated: 11 January 2024

These rules (the “**Cash-In Rules**”), in addition to the Terms and Conditions found at <https://pdax.ph/terms-and-conditions>, and all rules and policies incorporated therein by reference, shall govern your relationship with PDAX when allowing the User or the User's Clients to create, access and use a PDAX Account and/or the PDAX Platform for Cash-In and Conversion Service (as defined in these Cash-In Rules).

These Cash-In Rules are deemed an addition to, and incorporated into the Terms and Conditions. In case of conflict, between the Terms and Conditions and these Cash-In Rules, these Cash-In Rules shall govern the activities and services considered as and related to Cash-In and Conversion Service.

I. CASH-IN RULES

1. DEFINITION OF TERMS

The capitalized terms used herein which are defined in the Terms and Conditions, shall have the respective meanings assigned to them in the Terms and Conditions except as otherwise provided herein or unless the context otherwise requires. In addition to the definitions in the Terms and Conditions, the following definitions shall apply:

- a. **Cash-In Channel** refers to any selected channel made available by PDAX for the Cash-In and Conversion Service from time to time, that is maintained or operated by PDAX or licensed third parties, wherein the User's Client has a Third Party Account. For deposits or transfers made from Third Party Accounts, all deposits or transfers must also comply with the licensed third parties' procedures and terms of service.
- b. **Cash-In Channel Partner** refers to the third-party that owns, maintains, manages or operates the Cash-In Channel where the User or the User's Client has an account.
- c. **Cash-In and Conversion Service** refers to the Service made available through the PDAX Platform via PDAX API integration with a Partner Platform where the User or the User's Clients can use Cash-In Channels

available in the PDAX Platform to transfer Fiat Currency into the User's PDAX Wallet, instruct PDAX to convert the Fiat Currency into Digital Assets available in the PDAX Platform and to transfer the Digital Assets to the Partner Platform Receiving Wallet.

- d. **PDAX Partner** refers to a third-party virtual currency exchange or trading platform or any third-party entity that maintains the Partner Platform Receiving Wallet. For the purposes of these Cash-In Rules, "**User**" also refers to the PDAX Partner.
- e. **PDAX Wallet** refers to the digital wallet created and maintained in the PDAX Platform owned or managed by the User.
- f. **User's Client** refers to validly registered users or clients of a PDAX Partner with accounts in good standing maintained in the Partner Platform, and who intends to avail of the Cash-In and Conversion Service. All User's Clients who are successful in creating a PDAX Account shall be deemed as a PDAX User only to the extent of the Cash-In and Conversion Service.
- g. **Partner Platform Receiving Wallet** refers to the digital wallet created and maintained in the Partner Platform, as designated by the User, that will receive the Digital Asset through the Cash-In Service.

2. GENERAL POLICY

These Cash-In Rules govern your and the User's Client access and usage of the PDAX Platform for the Cash-In and Conversion Services. PDAX may, at its sole and absolute discretion, give you the permission to allow User's Clients to avail of the Cash-In and Conversion Service offered by PDAX ("**PDAX Permission**"). PDAX Permission, if any, shall be duly communicated to you in writing (email is sufficient) and shall contain the permission duration, technical and operational controls and procedures (as may be necessary) and additional terms and conditions duly agreed upon by you and PDAX. If PDAX Permission is given, any and all provisions in the Terms and Conditions referring to PDAX Account limits and explicitly covered provisions shall hereby be superseded by these Cash-In Rules and the PDAX Permission. Unless otherwise stated in the PDAX Permission, the Fiat Currency covered by these Cash-In Rules shall be in Philippine Pesos.

PDAX may promulgate additional technical and operational guidelines to govern Cash-In and Conversion Service and related activities, from time to time, which shall be deemed incorporated into, and shall form part of, these Cash-In Rules. Such additional technical and operational guidelines or any revisions to the PDAX Permission shall be governed by Section 3 (Amendments and Revisions) of the

Terms and Conditions and any separate written amendments to the PDAX Permission.

3. CASH-IN AND CONVERSION SERVICE

- a. User's Client as a limited PDAX User
 - I. To avail of the Cash-In and Conversion Service, you understand that a User's Client may be required to create a PDAX Account. In creating a PDAX account via the Partner Platform, the account creation shall be governed by the Terms and Conditions found at <https://pdax.ph/terms-and-conditions> and such PDAX Account shall be created using the registered email address or mobile number linked to the User's Client account with the Partner Platform ;
 - II. User's Client shall be considered as a limited PDAX User and must:
 - be a validly registered User's Client in good standing and with an operational Partner Platform Receiving Wallet. For the purposes of these Cash-In Rules, PDAX will associate the PDAX Account with the User's Client account in the Partner Platform;
 - agree to be fully and wholly bound by the PDAX Terms and Conditions, the Privacy Policy, these Cash-In Rules, and the applicable PDAX Platform Rules; and
 - have a valid and operational Third Party Account in a Cash-In Channel.
 - III. You understand that PDAX may, at its sole and absolute discretion without any notice obligation or liability to you or the User's Client, disallow the registration of, and/or the usage by a User's Client, if such registration or usage violates the PDAX Terms and Conditions, the Privacy Policy, these Cash-In Rules, applicable PDAX Platform Rules, and Applicable Laws and Rules.
 - IV. You understand that the User's Client is considered only as a limited PDAX User under the PDAX Terms and Conditions and these Cash-In Rules only to the extent that the User's Client avails Cash-In and Conversion Service. You shall remain liable for any and all acts or omissions of the User's Client, and you agree to indemnify and hold harmless the PDAX Group from and against any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost, or expense, including attorneys' fees, fines or penalties imposed by any regulatory authority arising out of or relating to any and all acts

or omissions of the User's Client, including the availment of the Cash-In and Conversion Service.

b. Limited Usage of the PDAX Platform

You understand, agree and acknowledge that when you accede to these Cash-In Rules without acceding to additional PDAX Platform Rules (other than the Terms and Conditions), your use of the PDAX Platform will be limited to the Cash-In and Conversion Service, as follows:

- I. You shall use the PDAX Platform, solely for the Cash-In and Conversion Service. You can only transfer in Fiat Currency from a selected Cash-In Channel, request PDAX to convert the Fiat Currency and transfer out Digital Assets to a Partner Platform receiving Wallet.
- II. Unless you accede to additional applicable PDAX Platform Rules, you are not permitted to avail of any other Service including using your PDAX Account for placing orders, selling Digital Assets, trading, and cashing out in the PDAX Platform. For the avoidance of doubt, all provisions in the Terms and Conditions allowing a User to trade or sell Digital Assets, or cash-out Fiat Currency from a PDAX Account, do not apply to you, and unless you accede to additional PDAX Platform Rules, provisions relating to Services (other than the Cash-In and Conversion Service) likewise do not apply to you.
- III. If you are a licensed financial institution, you may use your PDAX Account to hold or store Digital Assets for and on behalf of User's Clients as permitted by PDAX.

c. Cash-In and Conversion Procedure

- I. Cash-In Channels available for the Cash-In and Conversion Service, as may be provided by PDAX, shall be displayed on the Partner Platform for the use of the User's Client. You understand that the availability of the Cash-In Channels shall solely be used for the Cash-In and Conversion Service and is always subject to applicable contractual and legal obligations of PDAX under Applicable Laws and Rules and existing contracts with any Cash-In Channel Partner.
- II. A User's Client may choose any Cash-In Channel provided that the User's Client has complied with all the requirements and conditions listed in Section 3.a.II. During the availment of the Cash-In and

Conversion Service, the User's Client should ensure that the Third Party Account in the selected Cash-In Channel has sufficient Fiat Currency to cover all costs (including but not limited to, all charges and fees imposed by PDAX) related to the Cash-In and Conversion Service. If the amount of the Fiat Currency in the selected Cash-In Channel is not sufficient, the Cash-In and Conversion Service will not proceed. You understand that Cash-In and Conversion Service will be considered invalid and canceled.

- III. When a Cash-In Channel is chosen, the User's Client may be required to create an account in, or sign-in to, the PDAX Platform to avail of the Cash-In and Conversion Services.
- IV. When the User's Client chooses a Cash-In Channel, the User's Client may send instructions to the Cash-In Channel to send Fiat Currency to the PDAX Wallet for conversion to Digital Assets. Under User's instructions, PDAX will convert the Fiat Currency (excluding all applicable costs) and transfer the converted Digital Assets to the Partner Platform Receiving Wallet.
- V. Before the Cash-In and Conversion Service proceeds, PDAX shall request for confirmation from the User or the User's Client regarding the transaction details, *i.e.*, the amount of Fiat Currency, the corresponding Digital Asset, the Partner Platform Receiving Wallet and all the costs to be credited from the Third Party Account (including but not limited to, all charges and fees imposed by PDAX). The User or the User's Client should approve such request for confirmation through means of communication officially approved by PDAX. After PDAX receives the confirmation from the User or the User's Client, PDAX shall proceed to implement the Service, including the Fiat Currency transfer, conversion of Fiat Currency to Digital Assets and Digital Assets transfer to the Partner Platform Receiving Wallet.
- VI. After the transfer of the Digital Assets to the Partner Platform Receiving Wallet, PDAX shall send the transaction details with a transaction identification to the User.

4. API INTEGRATION AND LICENSING

Subject to these Cash-In Rules and applicable Platform Rules and unless as otherwise provided in a separate written agreement, PDAX shall grant PDAX Partner a limited, non-exclusive, revocable, non-transferable, non-sublicensable,

royalty-free license to access and use the PDAX Platform and all related APIs during the duration indicated in the PDAX Permission to:

- a. use the PDAX Platform, relevant APIs or otherwise enable the PDAX's internal development efforts for its services in conjunction with the Cash-In and Conversion Service;
- b. receive information and send requests related to the PDAX Platform and/or PDAX Platform's relevant services to allow and enable the PDAX Partner to fully and completely allow the User's Clients to avail of the Cash-In and Conversion Service;
- c. display and/or modify digital content and information, with the approval of PDAX, in relation to the Cash-In and Conversion Service and other Services, as may be relevant, including for display to the User's Clients and other users of the PDAX Platform; and
- d. use and display logos, names and trademarks owned or licensed to the PDAX (collectively, "**PDAX Marks**") to identify the PDAX Platform, the Services, the Cash-In Channels and other applications, platforms and/or services that originate from PDAX.

Pursuant to the foregoing, PDAX shall provide the PDAX Partner the necessary credentials & tokens, as may be necessary.

PDAX PARTNER UNDERSTANDS AND AGREES THAT VIOLATION OF PDAX ACCEPTABLE USE POLICY (which may be referred to in Section 6 (Acceptable Use Policy of the Terms and Conditions) AND ANY RESTRICTION, PROVISION OR CONDITION STATED IN THE PDAX PERMISSION SHALL BE CONSIDERED A MATERIAL BREACH OF THIS CASH-IN RULES, AND SHALL ENTITLE PDAX TO EITHER IMMEDIATELY SUSPEND OR TERMINATE PDAX PARTNER'S OR THE USER'S CLIENTS ACCESS TO PDAX APIs WITHOUT PRIOR NOTICE OR LIABILITY TO THE PDAX PARTNER OR THE USER'S CLIENTS, AND SHALL ENTITLE PDAX TO RECOVER FROM PDAX PARTNER OR THE USER'S CLIENTS TOGETHER WITH ANY OTHER THIRD PARTY INVOLVED IN THE VIOLATION, FULL INDEMNITY, DAMAGES AND ALL OTHER REMEDIES UNDER THESE CASH-IN RULES, PDAX TERMS & CONDITIONS, APPLICABLE PLATFORM RULES AND APPLICABLE LAWS AND RULES.

5. KNOW-YOUR-CUSTOMER (KYC) PROTOCOLS

The PDAX KYC Program and Procedures as contained in PDAX Terms and Conditions are equally applicable to these Cash-In Rules. To the extent allowed by

Applicable Laws and Rules, PDAX may, at its sole and absolute discretion, opt to rely on the PDAX Partner to perform the required customer due diligence procedures. In any case, PDAX may, at its sole discretion, require the PDAX Partner to submit a sworn certification in a form to be provided by PDAX, and in addition, the Partner Platform hereby undertakes and certifies that:

- a. the Partner Platform has conducted, is conducting, and will continue to conduct, the prescribed identification procedures relating to the User's Client in accordance with the Applicable Laws and Rules, and the Partner Platform's Money Laundering and Terrorist Financing Prevention Program;
- b. PDAX shall have the ability to obtain identification documents of all of the User's Client upon request without delay, with the PDAX Partner warranty that it has secured the consent of the User's Client to share such information;
- c. the Applicable Laws and Rules to the PDAX Partner mandates the Partner Platform to perform User's Client identification process requirements which are equal to, or more stringent than, those required under Philippine laws and rules, and the PDAX Partner has not been cited in violation thereof. If the standards contained in the Applicable Laws and Rules are less stringent than those required under Philippine laws and rules, PDAX Partner shall follow the standards required under Philippine laws and rules;
- d. PDAX Partner shall actively inform PDAX of: (i) the level of country risk, for all jurisdictions where it operates; (ii) the nature of its business and reputation; (iii) entities responsible for, and the quality of, its supervision, regulation, and monitoring; and (iv) any money-laundering or terrorist financing investigation or regulatory action which it may have been involved in;
- e. PDAX Partner has conducted, and continues to conduct the required screening of its users, including the User's Client, against Sanctions issued by the Sanctions Authorities, or any similar list maintained by, or public announcement of Sanctions designation made by them;
- f. PDAX Partner has not, does not, and will not endorse or allow its users (including the User's Client), who is a positive match to any Sanctions, to access the PDAX Platform or avail of any Service, including theCash-In and Conversion Service;
- g. PDAX Partner has not been reprimanded or cited for unsatisfactory, insufficient, or inadequate Anti-Money Laundering/Counter-Terrorist Financing policies, procedures or practices at any time such as but not limited to regulatory examination, and has not been subject to money

- laundering, terrorist financing, or proliferation financing investigation or regulatory action;
- h. PDAX Partner has measures in place for the conduct of due diligence and record-keeping requirements in relation to the User's Client compliant with all the Applicable Laws and Rules; and
 - i. PDAX Partner permits PDAX to conduct periodic KYC reliance & MLPP (or equivalent MLPP procedures) account reviews as PDAX sees fit, and undertakes to provide additional documentation, without delay, as may be necessary to fully accomplish the review.

6. FEES

You may be charged additional fees for availing of this Service. Fees and additional costs shall be included in the PDAX Permission or any written communication.

7. PERSONAL DATA PROTECTION

You shall abide by all Applicable Laws and Rules in relation to personal data sharing and processing and the Privacy Policy (accessed at XXX). To the extent that the Parties will process personal data, the Parties shall enter into a separate data sharing agreement or data outsourcing agreement to ensure compliance with Applicable Laws and Rules. Any and all agreements entered into pursuant to this section shall be coterminous with the permission duration as stated in the PDAX Permission.

8. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

All information which is disclosed by PDAX to the PDAX Partner or by the PDAX Partner to PDAX shall be protected hereunder and considered as Confidential Information.

- a. *Confidential Information.* For the purposes of this Section, “**Disclosing Party**” shall refer to the party disclosing the Confidential Information and “**Receiving Party**” shall refer to the party receiving the Confidential Information.

“Confidential Information” means all non-public, confidential or proprietary communications or data, in any form, whether tangible or intangible, which are disclosed or furnished through whichever medium by any director,

officer, employee, agent, or consultant (collectively, the “Representatives”) of any department or business area of the Disclosing Party hereto, including their Affiliates, to the Receiving Party, its Affiliates, and their Representatives, and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party. The following are also Confidential Information:

- I. Technical information, which refers to methods, processes, formulae, compositions, inventions, machines, computer programs, and research projects.
- II. Business information, which refers to customer lists; pricing data sources of supply; marketing, production, or merchandising systems or plans; and all information or material that has or could have commercial value or other utility in the business of the Disclosing Party.
- III. Personal Information, which refers to any information, whether recorded in a material form or not, from which the identity of an individual, including but not limited to the Disclosing Party’s applicants, agents, employees, officers, directors, consultants, clients, customers, suppliers, service providers, and partners, is apparent or can be reasonably and directly ascertained, or when put together with other information would directly and certainly identify such individual. This includes but is not limited to such individual’s name, race, ethnic origin, age, place and date of birth, citizenship, residence or office address, contact info (phone and/or email address), marital status, name of spouse and/or child/children/dependents, if any, name of parents, physical attributes or identifying marks, occupation, religious, philosophical or political affiliations, education, health, previous or current health records, criminal background or any proceeding for any offense or court sentences, social security numbers, PhilHealth number and details, Pag-Ibig number and details, Tax Identification No. and details, tax returns, licenses or its denials, suspension or revocation, or any similar information or data protected under the DPA and Applicable Laws and Rules.
- IV. Information ought reasonably to be treated as proprietary, commercially sensitive or confidential considering the surrounding circumstance, including those that has been derived or created from any Confidential Information.

Confidential Information excludes:

- I. information that becomes generally available to the public other than as a result of the disclosure by the Receiving Party in violation of this Cash-In Rules;
- II. information available or made available to a Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party;
- III. only to such court, tribunal, regulatory authority or entity authorized to request for disclosure, information that is required to be disclosed by any court, tribunal, or regulatory authority or by any requirement of law, legal process, regulation, or governmental order, decree, or rule, or necessary or desirable for a Party to disclose in connection with any proceeding in any court, tribunal or before any regulatory authority in order to preserve its rights;
- IV. information that the Disclosing Party expressly agrees in writing to be disclosed by the Receiving Party to third parties;
- V. information lawfully received by the Receiving Party from an independent third party without any restriction and without any obligation of confidentiality;
- VI. information disclosed without restriction by the Disclosing Party to any third party; and
- VII. information which is independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information.

b. *Restrictions on the Use of Confidential Information.*

- I. The Receiving Party agrees, for itself, its affiliates, and their respective authorized representatives, to (a) hold all Confidential Information (regardless of whether it is specifically marked confidential or not) in strict confidence; (b) transmit the Confidential Information only to its representatives, its affiliates, and its affiliates' representatives, on a 'need-to-know' basis and after each one of them has agreed to be bound by these Cash-In Rules and not to disclose the same except as provided herein; (c) not to directly or indirectly use, copy, digest, or summarize any Confidential Information except as provided in these Cash-In Rules, and (d) not to disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party. In the event that the Receiving Party becomes aware that Confidential Information has been disclosed to or accessed by any unauthorized party, the Receiving Party shall immediately notify the Disclosing Party thereof and shall take all appropriate

countermeasures against further disclosure and to prevent or stop suspected or actual breaches of these Cash-In Rules.

- II. The Receiving Party shall strictly comply with any and all Applicable Laws and Rules, including but not limited to the DPA, as well as any policy, measures, rules, and regulations of the Disclosing Party implementing such applicable laws and rules. The Receiving Party understands and agrees that the Disclosing Party shall have no liability for any of the Receiving Party's acts or omissions which may be in violation of such applicable laws and rules as well as the Disclosing Party's rules.
- III. The Disclosing Party may grant its consent for the disclosure of the Confidential Information in its sole discretion and on a case-to-case basis. The Receiving Party expressly agrees not to use the Confidential Information to gain or attempt to gain a competitive advantage over the Disclosing Party. If requested by the Disclosing Party, the Receiving Party shall acknowledge receipt of any Confidential Information by signing receipts, initialing documents, or any other means that the Disclosing Party may reasonably request.
- IV. The Receiving Party will not permit copies of the Confidential Information to be made without the express written consent of the Disclosing Party. Copies shall be deemed confidential and, in all respects, subject to the terms of these Cash-In Rules.
- V. If the Receiving Party is requested by a governmental entity to disclose any Confidential Information, it will promptly notify the Disclosing Party to allow the Receiving Party to do so. The Receiving Party will also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the Confidential Information, based upon the written opinion of the Receiving Party addressed to the Disclosing Party, the Receiving Party may disclose to the Party compelling the disclosure only the part of the Confidential Information as required by law to be disclosed. The Receiving Party will advise and consult with the Disclosing Party as to such disclosure and the nature and wording of such disclosure and the Receiving Party will use its best efforts to obtain confidential treatment therefore

- c. *Property Rights and Ownership.* All Confidential Information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party. The Disclosing Party retains ownership, including intellectual property rights, over all preexisting materials, documents and work originally created by it. The ownership over any materials, documents and work resulting collaboration with and through the joint efforts of the Parties shall be subject to the terms of definitive agreements to be negotiated by the Parties. No other rights, and particularly no license and no assignment of intellectual property rights including copyright, patent rights, design rights, trademarks, and mask work protection rights are implied or granted under this Agreement. The Parties shall not make use of the existence of any bilateral business relationship between them for the purpose of their own advertisement.
- d. *Safekeeping.* The Receiving Party shall use the same care to avoid disclosure or unauthorized use of the Confidential Information as it uses to protect its own Confidential Information, but in no event less than reasonable care. It is agreed that:
 - I. All Confidential Information shall be retained by the Receiving Party in a secure place with access limited only to the Receiving Party's Representatives who need to know such information for purposes of this Agreement; and
 - II. Confidential Information will be disclosed only to each Party's Representatives on a 'need-to-know' basis. It may be disclosed to third party consultants or advisers only with the prior consent of the Disclosing Party. In the event of such disclosure to any third party, the Receiving Party shall remain liable for any unauthorized disclosure by such person or entity.

The Receiving Party shall ensure that all of its representatives, affiliates, and third-party consultants having access to Confidential Information adhere to the terms and conditions of these Cash-In Rules as if they were Parties hereto.

All confidentiality obligations contemplated under this Section shall be coterminous with the permission duration as stated in the PDAX Permission and one (1) year thereafter.

8. REPRESENTATIONS AND WARRANTIES OF PDAX PARTNER

The PDAX Partner hereby represents and warrants to PDAX that each of the following statements are true, accurate and correct:

- a. PDAX Partner is a body corporate and legal entity duly organized and validly existing under the laws of the jurisdiction of its incorporation;
- b. PDAX Partner and its authorized representatives have the full power and authority to perform all obligations of the PDAX Partner hereunder.
- c. To the extent that PDAX Partner acts on behalf of, or under the instructions of the User's Clients or in any case related to the User's Clients Digital Assets or Fiat Currency, PDAX Partner has full power and authority validly granted by the User's Client to transact with PDAX and send User Instruction on behalf of the User, as may be applicable.
- d. All agreements, documents, contracts and ancillary forms which require PDAX Partner's signature or consent is duly signed and executed by authorized signatories or representatives by the PDAX Partner, and as such each of such agreements, documents, contracts and ancillary forms constitutes a legal, valid, and binding obligation of the PDAX Partner enforceable against the PDAX Partner in accordance with these Cash-In Rules; and
- e. PDAX Partner has obtained and effected all consents, approvals and authorizations from Regulatory Authorities that are necessary for the PDAX Partner's due execution, delivery, and performance of its obligations under these Cash-In Rules. All these consents, approvals and authorizations from Regulatory Authorities remain valid, binding, in full force and effect as of the date of signing of this Agreement.

9. INDEMNITY AND LIMITATIONS OF LIABILITY

In addition to Section 17 (Limitation of Liability) and Section 18 (Indemnity) of the PDAX Terms and Conditions, applicable Platform Rules and unless as otherwise provided in a separate written agreement, PDAX Partner agrees to fully defend, hold harmless, and indemnify PDAX or the PDAX Group from and against all claims, disputes, settlements, awards, damages, losses, expenses and costs (including legal costs) suffered or incurred by PDAX or the PDAX Group in connection with or arising from:

- a. PDAX Partner's access to the PDAX Platform, APIs and/or any element within the PDAX Platform, and/or related online services;
- b. PDAX Partner's breach of its obligations or warranties or inaccuracy of its representations as conformed or incorporated in these Cash-In Rules, PDAX Terms and Conditions, Privacy Policy, all applicable PDAX Platform Rules and other relevant documents and communications;
- c. any claim or dispute between the PDAX Partner and User's Client arising from or in connection with the use of the PDAX Platform or avilment of the Cash-In and Conversion Services unless such claim is solely caused by the breach of these Cash-In Rules, or fraud by PDAX; and
- d. any claim, damages, penalties or expenses arising from or in connection with any the violation of any Applicable Laws and Rules of the PDAX Partner or the User's Client.

To the extent allowed by Applicable Laws and Rules, PDAX Partner hereby agrees to fully defend, hold harmless, and indemnify PDAX and the PDAX Group, from and against all claims, disputes, settlements, awards, damages, losses, expenses and costs (including legal costs) suffered or incurred by PDAX and the PDAX Group, in connection with or arising from PDAX use of information materials provided by the PDAX Partner, pursuant to these Cash-In Rules and the provision of the Cash-In and Conversion Service.