

## PDAX Community Program Terms and Conditions

These Terms and Conditions (“Program Terms”) form a binding legal agreement between Philippine Digital Asset Exchange (PDAX), Inc. or one of its Affiliates (collectively such entities will be referred to as “PDAX”, “we” or “us”) and you (“Participant”), and sets forth the terms and conditions for Participant’s participation in the PDAX Community Program (“Program”) available on the PDAX Platform. Your participation in this Program (including these Program Terms) are subject to the PDAX Platform User Agreement (or the PDAX Platform Terms and Conditions), PDAX Platform Rules (as may be applicable), Privacy Policy, and other rules posted in the PDAX Platform (collectively referred to as the “PDAX Platform Terms”) and other guidelines, program briefs or policies which we may provide to you separately (collectively, “Program Guidelines”), and which such may be amended from time to time in accordance with the terms therein.

Please read these Program Terms carefully before participating in the Program. **If you do not agree to these Program Terms, you cannot participate in the Program.** By participating in this Program, you represent and warrant that you meet the eligibility requirements as set out below, and accept these Program Terms.

PDAX reserves the right to change any terms of the PDAX Platform Terms and the Program Terms, or suspend or cease the Program, at our sole and absolute discretion, any time and without prior notification nor liability to any participant. Your continued participation in the Program after any change in the terms or mechanics shall be deemed as your acceptance of such amended terms or mechanics. **If you disagree with the amended terms or mechanics, please cease your participation in the Program.**

### *PDAX Community Program*

PDAX launches this *invitational* PDAX Community Program as a community building initiative to expand PDAX’s reach to relevant groups and circles in the Philippines interested in PDAX’s products and services. PDAX aims to provide avenues and programs that would educate and benefit the community, partners and relevant stakeholders.

### *How to Participate*

1. To participate in the Program, you have to sign-up using the invitational link given by PDAX. Invitational links are personal to the recipient and should not be shared to any third-person.

Invitational links and these Program Terms should **not** be published or distributed to third-parties without any consent from PDAX, or posted on commercial websites (such as coupon or deal websites or forums), blogs or via other channels.. Participants may not mislead or attempt to mislead anyone in connection with the Program.

2. To be eligible to participate in the Program, the Participant should have a verified PDAX Account and is an existing User in good standing on the PDAX Platform.
3. After signing-up, PDAX will evaluate if all eligibility and other requirements have been complied with. You must await an email response or communication from PDAX as a confirmation of your enrollment into the Program. PDAX reserves the right to approve or reject any application to participate in the Program.

4. The Program starts from [insert start date] and shall remain in force until further notice ("Program Period"). We may amend or extend the Program Period, or discontinue the Program at any time at our sole and absolute discretion without prior notification nor liability to you. However, if we amend, extend the Program Period or discontinue the Program, we will make reasonable efforts to provide you with prior notice.
5. The Participant agrees that PDAX has the absolute right to manage, regulate, control, modify and/ or discontinue the Program (including allowable withdrawal options for any Rewards), at any time, in its sole discretion.

#### *Mechanics*

1. A Participant may be eligible to receive rewards, gifts, incentives or benefits ("Rewards") by participating in the Program and completing certain tasks or activities as separately communicated by PDAX (the "Tasks"), which PDAX may make available to the Participants from time to time.
2. PDAX has the sole and absolute discretion in determining the availability and duration of any Task, the type and quantity of such Rewards, and additional rules or qualifications that will make a Participant eligible to receive a Reward in relation to such Task. PDAX also has the right to identify which Participants are eligible for which certain Tasks. The Tasks and Rewards will be shared with the qualified Participants and each Participant may or may not accept to participate in such Task.
3. PDAX reserves the right to promote special events, Tasks and activities, at our sole and absolute discretion, offering the Participant an opportunity to receive Rewards. The Tasks are coterminous with the Program, and the discontinuation of the Program will result to the automatic discontinuation of the Tasks.
4. No Rewards can be received or earned, by exchanging money for Rewards. No Rewards may be assigned to any other user of the PDAX Platform or third party except as expressly permitted by PDAX in writing.
5. Rewards are provided on an "as-is" basis and cannot be exchanged. PDAX disclaims all warranties and representations of any kind, express or implied, including without limitation any warranty or representation of usability, satisfactory quality, merchantability or fitness for a particular purpose of the Rewards, or that any claims made in relation to such Rewards are accurate, that the Rewards will meet the eligible participant's expectations. To the extent that Rewards are digital assets, PDAX does not guarantee the technical and financial integrity of the digital assets and their ecosystems. Trading with any cryptocurrency is subject to the user's risk and own discretion and must be done after adequate and in-depth research and analysis.

#### *General Terms and Conditions*

1. The Program may be subject to change in or additional terms and conditions (including the amount of Rewards or limitation to Rewards grant or receipt), and the qualified participants agree to comply with all terms and conditions applicable to the Program. The modified or updated terms and conditions will be posted and effective upon posting, or as otherwise dated.
2. Participants are prohibited from performing acts which would be deemed as spams including sending documents, messages or communications through mass emailing, texting, or messaging people you

do not know with automated systems or bots through any channel. Participants are prohibited from paying third-persons to advertise any information of document under this Program.

3. PDAX has the right to disqualify or remove qualified participants from the Program, or not to award any Reward, if PDAX has reasonable grounds to believe that such qualified participant: (i) has tampered with or attempted to tamper with the process or the operation of Program; (ii) has breached the PDAX Platform Terms; (iii) have made any misrepresentations in respect of, has abused, or has employed any illegal or criminal activity (including fraud) in connection with, the Program or any use of the PDAX Platform.
4. Any additional cost in claiming the Rewards or any taxes applicable to the Program (including the Rewards) shall be borne by the qualified participants who receive such Rewards. For the avoidance of doubt, PDAX does not undertake any responsibility to withhold taxes on behalf of the qualified participants.
5. PDAX may notify you of any Reward received by you via Platform notifications or emails. However, PDAX is not responsible for unsuccessful efforts to notify. Please check your PDAX account and email messages regularly, including your "junk" folders.
6. PDAX's collection, use and disclosure of any personal data (including that of any eligible participant) will be subject to these Program General Terms and Conditions, and shall also include, the PDAX Platform Terms and Conditions, Privacy Policy and other policies on the PDAX Platform and such terms may be amended from time to time.

PDAX may collect, use, disclose or publish qualified participant's personal information in order to process the Rewards disbursement and/or delivery, communication in connection with this Program and for the purposes of administering the Program in accordance with its Privacy Policy. If qualified participants are not willing to provide their personal information and other requested information, then PDAX will not be able to process, disburse and/or deliver the Rewards. By choosing to not provide the personal data, each qualified participant acknowledges and agrees that any of his/her entitlement to the Rewards from this Program shall be forfeited and he/she shall release and discharge PDAX from any obligations or liability in relation to it, and undertakes to not submit any claim to PDAX with respect to any matter related to this Program.

7. PDAX shall not be liable for any variation in the Rewards' value, any tax liability incurred by or accrued to a participant or otherwise incurred or accrued in connection with this Program, or the use of the Rewards by the qualified participant. You shall indemnify and hold PDAX free and harmless from and against any and all liabilities, penalties, interests, surcharges, and taxes in connection with, or arising from, your participation in this Program or your use of the Rewards.
8. Your participation in the Program does not imply any agency, representation, sponsorship, or endorsement between PDAX and you.