Intella X Terms of Use

1. **Introduction**

   These Terms of Use (the "Terms") are a legally binding agreement between you (the "User") and Novaflow Labs Ltd. (the "Company") in connection with the access to and use of the Company's service (the "Service").

   By using the Service, the User agrees to these Terms and accepts their obligation to comply with any and all applicable regulations and legal obligations. If the User does not agree to such terms or if the User is a resident of a country that falls under the Financial Action Task Force's (FATF) list of high-risk countries or where the trading of Digital Assets is prohibited, the User may not access or use the Service.

   The resources and data included in the Service are protected by their respective intellectual property rights and trademarks. Specific terms concerning any proprietary rights in connection with the provision of the Service are set forth herein.

   These Terms do not govern the User's use of game services that are accessible through the Service. Each game specifies its own terms and conditions, and the User must agree to them separately.

2. **Definitions**

   a. "Account" refers to an account the User creates, through the procedure provided by the Company, in order to use the Service.

   b. "Bridge" refers to the technical infrastructure that allows the token on a certain blockchain network to be used on a different network. When the User sends a token to the Bridge protocol, the protocol issues a new token of equal value on another network.

   c. "DeFi," or decentralized finance, refers to financial activities that take place on the blockchain directly between individuals or between an individual and a smart contract protocol without the restrictions imposed by a central authority.

   d. "DEX," short for decentralized exchange, refers to a cryptocurrency exchange where individuals deposit and exchange Digital Assets autonomously without the restrictions enforced by a single authority.

   e. "Digital Assets" refer to all cryptocurrencies, coins, and fungible and non-fungible tokens issued and traded using the blockchain technology.

   f. "IX Wallet" refers to a cryptocurrency wallet the Company developed using a third-party solution. The IX Wallet is provided in the form of a web browser extension or mobile application.

   g. "Launchpad" refers to the service through which the User can purchase Digital Assets of a Project before its launch.

   h. "NFT," short for non-fungible token, refers to a Digital Asset with its ownership registered on the blockchain.

   i. "NFT Marketplace" refers to a marketplace where Users can trade NFTs with each other.

   j. "Partner Services" refer to third-party services, apart from Projects, that are provided in connection with the Service.

   k. "Platform" refers to the infrastructure developed by the Company to provide the Service.

   l. "Platform Fee" refers to the fee, apart from the Transaction Fee, that is collected by the Company from the User for using the Service. The Platform Fee varies with the specific function within the Service.

m. "Project" refers to a third party's service or content that launches and operates on the Platform.

n. "Project Token" refers to a utility token issued as part of a Project's service. Each Project may have its own Project Token. The IX Token is not considered a Project Token.

o. "Service" refers to the services and contents provided by the Company through the Company's website and mobile application. Service does not include the services and contents provided by a third party.

p. "Smart Contracts" refer to any programs or protocols that are executed on a blockchain network.

q. "Swap" refers to the exchange of one cryptocurrency or token for another on the same blockchain network.

r. "Transaction Fee" refers to the fee incurred when performing transactions on the blockchain, and is commonly known as a gas fee.

s. "User" refers to the individual who wishes to use the Company's Service.

3. **Service Use**

a. The User may use the Service after creating an Account through the registration procedure provided by the Company. All Users who wish to create an Account in order to use the Service must agree to the Terms.

b. The Company provides its Account registration process through a third-party service provider. The User may decline to create an Account using the registration process provided by the Company and its affiliated third party; however, in such a case, the User may not use the Service.

c. Personal information collected during Account registration will be handled in accordance with the Company's privacy policy.

d. Upon receipt of the User's Account registration request, the Company shall accept the request and provide the Service to the User. However, the Company may decline the User's request to create an Account or terminate the User's existing Account if:

   i. the Company finds that the User is not eligible to register an Account;

   ii. the User has requested to register an Account using the personal information of another individual;

   iii. the User has requested to register an Account using false information;

   iv. the User was under the age of majority when they registered for an Account; or

   v. the User has not met other registration requirements set forth by the Company.

e. The Company may, by reasons set forth below, terminate the User's Service use by restricting the User's access to the Service or suspending the User's Account. In such a case, the Company shall notify the User of the termination through the Service application or other methods of communication.

   i. If the User deploys illegal software or virus, sends abnormal transmissions, attempts hacking or DDoS attacks, or engages in any other illegal or unlawful activities.

   ii. If the User uses macro, bots, or other automated programs to engage in any and all activities in connection with the Service including, but not limited to, initiating Digital Asset transactions.

   iii. If the User intends or attempts to use the Service for fraudulent purposes.

   iv. If the User engages in or makes an attempt to engage in prohibited, fraudulent, or illegal activities in connection with Projects or Partner Services.

   v. If the User violates these Terms or interferes with the Company's provision of the Service.

   vi. If the User has engaged in or is involved in unfair trade practices such as market manipulation of Digital Assets, illegal trading, and market disruption.

   vii. If a relevant regulator, investigation agency, court, financial entity, or any other authorized institution requires the Company to restrict access to or suspend the User's Account in accordance with relevant laws and regulations.

viii.   If the Company holds reasonable belief that the Service must not be provided to the User.

f.   Part of the Service may not be accessible on mobile devices.

g.   The User may add security measures such as passcodes and mnemonic verification to protect their Account. The maintenance of such security measures is solely the User's responsibility, and the Company is not responsible for lost passcodes or mnemonics resulting from the User's negligence.

h.   The Company does not store the Account's private key; as such, the Company is unable to recover lost or misplaced private keys.

4.   User's Responsibilities

a.   The User is responsible for the maintenance of their own Account, private keys, and passcodes, and must not allow any third party to use them. The Company is not liable for any loss incurred to the User resulting from lost or stolen information in connection with the User's Account.

b.   The User must not:

     i.   provide false information when registering an Account or changing Account details;

     ii.   steal the personal information of others;

     iii.   attempt to plunder others or defraud them of their assets of any kind;

     iv.   change or alter the information or data provided by the Company in any way;

     v.   transmit or display data or software that is not specified or permitted by the Company;

     vi.   violate the copyright or other proprietary rights of the Company and any third party;

     vii.   damage the reputation of or interfere with the operations of the Company and any third party;

     viii.   use the Service for commercial purposes without the Company's consent;

     ix.   use the Service for speculative trading;

     x.   engage in fraudulent activities such as Ponzi schemes and investment scams;

     xi.   engage in any other illegal or unlawful activities;

5.   Scope of Service

THE USER MUST HAVE THE NECESSARY KNOWLEDGE TO HANDLE AND UTILIZE DIGITAL DATA AND THE BLOCKCHAIN TECHNOLOGY IN GENERAL AND BE FULLY AWARE OF ALL RISKS AND LIMITATIONS INVOLVING DIGITAL ASSETS.The Company provides blockchain-based services on the Company's website or mobile application, through which the User may transfer, exchange, or stake Digital Assets. General specifications of the Service are set forth in this clause hereafter.

a.   DEX

     i.   The User can swap or deposit ("stake") their tokens on the Platform's DEX. Tokens can be staked individually or in pairs. Further, through the Bridge, the User can use their tokens on a different blockchain network.

     ii.   Tokens staked in pairs are staked in liquidity pools. The User can act as a liquidity provider by staking token pairs in their respective liquidity pools.

     iii.   The price of each individual token is determined by the ratio of exchangeable tokens deposited in liquidity pools. As such, token prices displayed on the Platform may differ from the token prices of other cryptocurrency exchanges, and the Service does not guarantee specific rates or market prices.

     iv.   The User understands and agrees that tokens staked on the Platform cannot be used in other transactions during the period of time they remain staked. The User acknowledges and agrees that the

value of Digital Assets may change while the User's tokens are staked on the Platform and that the Company will not be liable for any loss or damage incurred from the change in value of staked tokens.

v. The User may receive tokens as rewards for staking their Digital Assets on the Platform. Such rewards are not guaranteed and may change in form or quantity depending on market conditions. The Company may change the rewards or terminate the rewarding program under conditions that interfere with the Company's ability to provide them such as changes in the Company's business, relevant laws and regulations, the blockchain network, and other outside conditions. The Company may provide specific details of the Service on a separate web page.

vi. Due to the autonomous nature of DeFi, the User may transfer, stake and withdraw their tokens freely without the Company's inspection or control. As such, it is the User's decision to make any and all transactions through the Company's Service, and the User is responsible for thoroughly researching all the information concerning a token and its issuer. The User must carefully consider the risks involved in handling token transactions before exchanging tokens or providing liquidity.

vii. Platform Fees are incurred when swapping tokens on the Platform. Any fees incurred are made available to the User, and the User is responsible for confirming how much fees are applied to their transactions.

b. Launchpad

i. The Launchpad serves as an infrastructure protocol that allows the User to directly purchase Digital Assets of a Project before its public release. The User may purchase a Project's Digital Assets by participating in Launchpad events.

ii. Event conditions and the range and limit of purchasable Digital Assets vary depending on the Project's scale and other specifications. Specific details and procedures for each Launchpad event are made available on the Platform.

iii. The Company merely provides the infrastructure that allows the User to purchase a Project's Digital Assets before its release, and does not guarantee the integrity and entirety of the Project itself. It is the User's responsibility to perform the necessary research and due diligence on the Project and its developers.

iv. The Company reserves the right to remove NFTs from the Launchpad under circumstances in which: (a) the relevant Project breaches these Terms or a separate agreement between the Project and the Company, (b) the NFT and its content may damage or negatively impact the Company's reputation, and (c) the Company deems reasonable at its sole discretion.

c. NFT Marketplace

i. The User may, through the NFT Marketplace, buy or sell NFTs with other Users. The term "transfer" in this clause refers to both the purchase and sale of NFTs that take place on the NFT Marketplace.

ii. Platform Fees are incurred when selling NFTs on the NFT Marketplace. The fee is automatically deducted from the sale price paid by the buyer.

iii. The User may be required to pay royalties when trading NFTs on the NFT Marketplace. Royalties are determined by the original creators of the NFTs.

iv. The User acknowledges and agrees that all transactions made on the NFT Marketplace are made between the Users and the Company is not a party involved in such transactions. The Users directly involved in the trade are responsible for any and all issues that arise from NFT transactions, and the Company does not represent any Users who partake in the transactions under any circumstances. The

User understands and accepts that the Company is unable to control the smart contracts associated with the NFTs sold on the NFT Marketplace.

    v. When transferring NFTs, the User guarantees that:

- the User did not violate the Terms before the NFT transfer;
- the User is using the NFT Marketplace or other third-party platforms expressly permitted by the Company to transfer NFTs, and that the User's transactions comply with all relevant and applicable laws, regulations, and rules of the NFT Marketplace and third-party platforms; and
- the User understands the obligations of these Terms and agrees to be bound by these Terms and their restrictions upon receipt of the NFT.

    vi. The Company reserves the right to remove NFTs from the NFT Marketplace under circumstances in which: (a) the relevant Project breaches these Terms or a separate agreement between the Project and the Company, (b) the NFT and its content may damage or negatively impact the Company's reputation, and (c) the Company deems reasonable at its sole discretion.

d. Exchange with In-Game Currency

    i. The User may exchange Project Tokens with the game-specific currencies ("In-Game Currencies") that correspond to the Project. In-Game Currencies can only be used within the Project and have no use on the Platform.

    ii. Platform Fees are incurred when exchanging Project Tokens for In-Game Currencies or vice versa. The User will be notified of any Platform Fees that are incurred before proceeding with transactions, and it is the User's responsibility to confirm the fees that are applied to each transaction.

e. License

    i. The Company hereby grants the User a personal, non-exclusive, non-transferable license to download the Service's materials (data or software) for limited, non-commercial use. This does not constitute a transfer of ownership. Under this license, the User may not:

- modify or duplicate the materials;
- use the materials for commercial purposes or publicly display them, whether for commercial or non-commercial purposes;
- decompile, reverse-engineer, or otherwise alter the Company's software;
- delete copyrights, trademarks, or any other marks that indicate legal ownership of the materials;
- transfer the materials to another User or mirror the data to another server; or
- engage in other fraudulent activities that breach any and all applicable laws.

    ii. The Company may automatically terminate the license granted to the User if the User is found to have breached any of the aforementioned. When the User has achieved their purpose of downloading the materials or when the license is terminated, the User must destroy all materials they have downloaded regardless of their form (electronic, printed, or otherwise).

f. Service Maintenance

    i. The Company may perform system patches, updates, or upgrades or deploy contents and other changes for reasonable purposes. When such changes are being implemented, the Service may be temporarily unavailable.

    ii. The Company shall notify the User via electronic methods, including email notifications and pop-up messages, when the Service is temporarily suspended due to the reasons set forth above.

iii. The Company may not provide a prior notice or announcement regarding the suspension of the Service under circumstances beyond the Company's foresight or control. Regardless, the Company shall make its best efforts to stabilize the Service as quickly as possible.

6. **Service Termination**

   a. Termination of the Service

   The User may suspend their use of the Service at any time using the termination procedure provided by the Company. The User must agree to all conditions and requirements before proceeding with the termination. Once all conditions are met, the User's data is entirely removed from the Service save for the data that has been recorded on a blockchain network. Due to the nature of the blockchain technology, data that is part of the blockchain cannot be deleted.

   b. Account Termination

   If the User wishes to stop their use of the Service, the User may delete their Account through the termination procedure provided by the Company.

      i. After termination, the User will be restricted from using the Service.

      ii. After termination, all of the User's data on the Service will be deleted and unrecoverable.

      iii. In order to terminate the Account, the total token balance in the User's IX Wallet must be below $5 USD. If the balance is over $5 USD, they must be transferred to another wallet before proceeding with the termination.

      iv. If the User has tokens staked on the Service, they must withdraw all staked tokens before proceeding with the termination.

      v. Tokens of less than $5 USD in value and NFTs that are left in the IX Wallet will be permanently inaccessible and unrecoverable after termination

7. **Digital Asset Transactions and NFT Ownership**

   a. All transactions made on the blockchain, including but not limited to the exchange, staking, and the purchase and sale of Digital Assets, are nonreversible and nonrefundable.

   b. The User is responsible for checking all tax obligations associated with their Digital Assets. The Company is not responsible for ensuring that the User meets all tax obligations related to their financial activities.

   c. The NFT acquired through the Service and its content is for personal, non-commercial use only, and the content of the NFT shall remain the property of the respective copyright holder. The purchase of an NFT does not mean the transfer of intellectual property and other proprietary rights. The Company reserves all rights that are not expressly granted herein.

   d. In regards to the NFT acquired through the Service and its content, the User must not:

      i. copy, alter, duplicate, reproduce, create derivative works from, or distribute the NFT and its content;

      ii. use the NFT and its content to produce and sell merchandise;

      iii. use the NFT and its content in advertising or any other marketing activities;

      iv. use the NFT to provide staking, rent, and other commercial services;

      v. register a copyright or trademark or acquire intellectual property or other proprietary rights of the NFT and its content;

      vi. remove the copyright or other legal rights of the NFT and its content; or

      vii. use the NFT and its content for any and all commercial purposes.

e. Moreover, the User must not modify or remove the metadata (such as title, copyright holder's name, etc.) associated with the NFT acquired through the Service.

f. If the User (a) observes an unauthorized use of the NFT acquired through the Service, (b) must claim their rights to the NFT and its content as the rightful copyright holder, or (c) have other claims or concerns regarding copyright infringement in connection with the Service, the User may contact the Company using the contact details as follows:Recipient: Novaflow Labs Ltd.Contact address: support@intellax.io

8. Indemnification

a. In general, the material in connection with the Service are provided "as is" and "as available." The Company disclaims warranties of any kind, expressed or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement.

b. All materials displayed on the Platform may contain technical and graphical errors. The Company does not warrant that the materials accessible through the Service are accurate, complete, current, and error-free. The User must carefully consider the accuracy and suitability of the materials when using them. The Company may, without notice, modify, add, or remove the materials at any time. The Company does not guarantee that the Company will update the materials accurately and accordingly. Unless the Company violates relevant laws and regulations, the Company shall not be held liable for any damages caused by the use of the materials.

c. Risks are associated with trading or staking Digital Assets on the Platform.

   i.   The Company does not guarantee the integrity and entirety of any Digital Assets displayed on the Platform. The User must proceed with caution and ensure that all data is accurate when trading Digital Assets and initiating transactions.

   ii. The Company makes no warranties regarding the integrity and reliability of transactions made through the Service. The User is responsible for weighing the risks accompanied by changes in profits, token prices, and exchange ratios.

   iii. Due to the volume of liquidity pools, quantity or ratio of Digital Assets currently deposited in the pools, and real-time deposits and withdrawals made to and from the pools, the price of Digital Assets traded by the User may fluctuate drastically. As a result, Digital Assets may be deposited or withdrawn at unexpected prices and the User may experience losses.

   iv. Part of the statistics in the Service are estimates carrying risks and uncertainty, and therefore are not guaranteed in accuracy, reliability, and suitability.

d. Due to the complicated structure and limitations of blockchain technology, the Company cannot guarantee the integrity and safety of smart contracts. Smart contract codes used in the Service may have undetected flaws, and they may be vulnerable to hacks that exploit such flaws. The Company shall make its best efforts to prevent security breaches, but does not guarantee that the User will be completely safe from hacks and other digital attacks.

e. The Company will not be liable for any kind of loss from any actions taken in reliance on the materials that are made available as part of the Service. While the Company will make its best efforts to make the User's access to and use of the Service and its relevant content safe, the Company cannot and does not represent or warrant that the Service or any relevant content or items listed on the Service, the Company's servers, or blockchain networks are free of viruses or other harmful components. The Company cannot guarantee the security of any data that the User discloses online. The User accepts the inherent security risks of providing information and dealing online over the internet and will not hold the Company responsible for any breach of security unless it is due to the Company's gross negligence.

f. The Company will not be responsible or liable to the User for any losses as a result of the User's use of the Service, including but not limited to any losses, damages, or claims arising from: (i) unauthorized access to applications; or (ii) any unauthorized third-party activities, including without limitation the use of viruses, phishing, brute forcing, or other means of attack against the Service.

g. Regulations on blockchain technology and Digital Assets are uncertain in general, and new laws or regulations may critically affect the development of the Service. The Company does not warrant a continuous provision of the Service.

9. **Limitation of Liability**

a. The data and content provided through the Service do not constitute investment, trading, financial, or any other form of advice, and should not be interpreted or construed as a solicitation or suggestion. The Company shall not be liable for any loss or damage arising out of or in connection with any trading decisions made by the User based on the materials available on the Service.

b. The Company is not liable for any loss or damage caused by inherent risks associated with using blockchain technology or for the failure to generate profits that the User expected to make using the Service.

c. A Transaction Fee is necessary to process transactions on the blockchain, and it may differ depending on how the User pays the fee. Due to the nature of the blockchain technology, transactions may fail despite having paid a Transaction Fee and may require a higher Transaction Fee to be processed successfully. The Company is not liable for any financial loss arising from delayed or failed transactions.

d. The Company does not guarantee a continuous provision of the Service. The Service may, in part or in whole, change or terminate at any time. If the User is affected by the partial removal or termination of the Service, the Company shall notify and inform the User in advance on subsequent steps to take in response to the termination.

e. The Company shall not be held liable for third-party services including the blockchain network used by the Company to provide the Service.

f. The Company and its affiliates shall not be liable for any and all losses, including loss of data or profits, arising out of the User's inability to use the Company's web or mobile application.

g. The User is responsible for providing the correct asset type, deposit address, and memo or destination tag when transferring Digital Assets. Inaccurate information may cause an irreversible loss of Digital Assets, and the Company shall not be held liable for such losses.

h. The Service may become temporarily unavailable or suspended due to network failure, increased traffic, system error, cyberattacks, natural disasters, terrorism, changes in local or international regulations, and other force majeure events. The Company does not guarantee a 24-hour uptime of the Service, and the Company shall not be liable for the delay or failure of the Service caused by events that are beyond the Company's control.

    i. In the event of the above, the Service may display erroneous data or become inaccessible, and the User may experience delays or failures while staking, withdrawing, or swapping Digital Assets. To the extent permitted by applicable laws and regulations, the Company shall not be liable for such delays or failures unless they are directly caused by the Company's negligence.

i. It is solely the User's responsibility to maintain and manage the User's Digital Assets and Account. The Company is not responsible for any loss of Digital Assets or disadvantages in connection with the Account that arise from the User's negligence.

j. The Company cannot be held responsible or liable for any problems or issues arising outside the scope of the Service.

k. The Service may include links to third-party websites or applications that cannot be regulated or controlled by the Company. Provision of the links does not indicate an endorsement by the Company, and the Company is not responsible for the accessibility and the content of such third-party websites or applications. The decision to use third-party websites or applications is made solely by the User, and the User shall be responsible for the use of third-party websites or applications.

10. **Copyright**

The Company and its affiliates reserve all intellectual property rights and ownership of the data and content provided with the Service. The User must not use or modify the intellectual property owned by the Company and its affiliates without permission

11. **Effect and Amendment of the Terms**

The Company may amend these Terms, in part or in whole, at any time without prior notice to the User by posting the revised version of the Terms with the date of revision. The Company may notify the User of the amendments via electronic methods including, but not limited to, electronic notices or pop-up messages on the Platform. The changes will become effective, and shall be deemed accepted by the User, the first time the User uses the Service after the initial posting of the revised Terms, and shall apply on a going-forward basis with respect to transactions initiated after the revision date. In the event that the User does not agree with any such amendment or modification, the User's sole and exclusive remedy is to terminate their use of the Service and close their Account. The User agrees that the Company shall not be liable to the User or any third party as a result of any loss suffered by any modification or amendment of these Terms.

12. **Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of Singapore. The User agrees to subject themselves to the exclusive jurisdiction of the courts of Singapore for any disputes or litigation arising from or relating to these Terms or the Company's privacy policy.

Version History

February 13, 2023