

TERMS OF SERVICE

These terms and conditions outline the rules for the use of Dappcentral Inc, Rex Technologies GmbH, imbrex website and any of the imbrex Services described in these Terms of Service. The user accepts these terms and conditions in full by accessing this website.

1. Definitions

The following terminology applies to these Terms and Conditions and accompanying Privacy Statement:

"Client", "You" and "Your" refers to You, the person accessing this website and accepting the Company's terms and conditions.

"The Company", "Ourselves", "We", or "Our" refers to Rex Technologies, GmbH, Dappcentral, Inc.

"Party" or "Parties" refers to both the Client and Ourselves, or either the Client or Ourselves, as appropriate.

"User Account" is the account that allows You to use imbrex or Our Services.

"Services" are the Subscription Services and general use of the platform.

"Subscription Services" means signing up and creating a Subscription Account.

"Add Listing" means adding a listing to the imbrex platform.

"IMBREX Token" means the digital asset used to pay for services, vote, flag and receive the Listing Rewards on imbrex.

"Listing Rewards" means a reward in the form of IMBREX Tokens for Submitted Listings that are not flagged as spam.

2. License

Unless otherwise stated, Rex Technologies GmbH owns the intellectual property rights for all material on this website. All intellectual property rights are reserved.

You must not:

- Republish material from www.imbrex.io
- Sell, rent or sub-license material from www.imbrex.io
- Reproduce, duplicate or copy material from www.imbrex.io
- Redistribute content from www.imbrex.io (unless content is specifically made for redistribution).

Rex Technologies GmbH, in its discretion, may refuse to allow You to establish an www.imbrex.io Account, or limit the number of www.imbrex.io Accounts that a single user may establish and maintain at any time.

3. Comments or Submitted Content

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data (“Comments” or “Submitted Content”) in areas of the website. Rex Technologies GmbH does not screen, edit, publish or review Comments and Submitted prior to their appearance on the website and Comments and Submitted do not reflect the views or opinions of Rex Technologies GmbH, its agents or affiliates. Comments and Submitted Content reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws, Rex Technologies GmbH shall not be responsible or liable for the Comments and Submitted Content or for any loss, cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments and Submitted Content on this website.

Rex Technologies GmbH reserves the right, but does not have an obligation, to monitor all Comments and Submitted Content to remove anything which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

You warrant and represent that if You post Comments or Submitted Content:

- a. You are entitled to post the information on Our website and have all necessary licenses and consents to do so;
- b. The posting does not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;
- c. The posting does not contain any defamatory, libelous, offensive, indecent or otherwise improper material or material which is an invasion of privacy
- d. The posting will not be used to solicit or promote unlawful activity.

You grant to Rex Technologies GmbH a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of Your Comments and Submitted Content in any and all forms, formats or media.

4. Submitted Listings

A Submitted Listing is a type of Submitted Content. You own or have the rights to the Submitted Listing, and You can do anything You want with Your data. If You are a real estate owner, investor, broker, agent, or property manager, as long as You are an imbrex.io Account holder, Rex Technologies GmbH will always provide You access to Your Submitted Listing information at Your request. We will not disclose or make identifiable the details of any Submitted Listing that You do not publish to the blockchain. You grant Rex Technologies GmbH rights to your data decryption key so any data you submit to the blockchain can be read through imbrex.io’s frontend application. You represent and warrant that You have all consents and rights necessary to share any information You add to imbrex.io. which You designate to be shared. You will not add any data to imbrex.io that is not owned by you or that you do not have exclusive rights to publish in a public domain. You will not copy listing data from another MLS, portal or website that is not your or that you do not have exclusive permission to publish.

5. Hyperlinking to Our Content

The following organizations may link to Our website without prior written approval:

- Search engines;
- News organizations;
- Online directory distributors when they list Us in the directory may link to Our website in the same manner as they hyperlink to the Websites of other listed businesses; and

These organizations may link to Our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; and (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services.

We may consider and approve in Our sole discretion other link requests from other organizations. If You are interested in linking to Our website, You must notify Us by sending an email hello@imbrex.io. Please include Your name, Your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of Your site, a list of any URLs from which You intend to link to Our website, and a list of the URL(s) on Our site to which You would like to link.

Approved organizations may hyperlink to Our website as follows:

- By use of Our corporate name; or
- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of Our website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of imbrex.io's logo or other artwork will be allowed for linking absent a trademark license agreement.

Without prior approval and express written permission, You may not create frames around Our Web pages or use other techniques that alter in any way the visual presentation or appearance of Our website.

We shall have no responsibility or liability for any content appearing on Your website. If You link to Our website, You agree to indemnify and defend Us against all claims arising out of or based upon Your Website. No link(s) may appear on any page on Your Website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

We reserve the right at any time and in its sole discretion to request that You remove all links or any particular link to Our website. You agree to immediately remove all links to Our website upon such request.

6. Disclaimer

To the maximum extent permitted by applicable law, We exclude all representations, warranties and conditions relating to Our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

1. limit or exclude Our liability for death or personal injury resulting from negligence;

2. limit or exclude Our liability for fraud or fraudulent misrepresentation; or
3. limit any of Our liability in any way that is not permitted under applicable law.

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, We will not be liable for any loss or damage of any nature.

7. Your Personal Information

Please see Our Privacy Policy to learn about how We collect, use, and share Your personal information.

8. Errors and Omissions

Our website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after an order has been submitted). Such errors, inaccuracies or omissions may relate to product description, pricing, promotion and availability and We reserve the right to cancel or refuse any order placed based on incorrect pricing or availability information, to the extent permitted by applicable law. We do not undertake to update, modify or clarify information on Our website, except as required by law.

9. Creating an imbrex.io Account.

In order to use certain features of the imbrex.io Services, You may be required to provide imbrex.io with certain personal information, including, but not limited to, Your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding Your bank account (e.g., financial institution, account type, routing number, and account number). In submitting this or any other personal information as may be required, You verify that the information is accurate and authentic, and You agree to update imbrex.io if any information changes. You authorize imbrex.io to, directly or through third parties make any inquiries We consider necessary to verify Your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., Your name, address, past addresses, or date of birth), to query account information associated with Your linked bank account (e.g., name or account balance), and to take action We reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

You are responsible for maintaining adequate security and control of any and all ID's, Google Authenticator ID's, private keys, MetaMask Passwords, passwords, hints, personal identification numbers (PINs), API keys or any other codes that You use to access the imbrex.io Services. Any loss or compromise of the foregoing information and/or Your personal information may result in unauthorized access to Your imbrex.io and IMBEX tokens your account may hold. Account by third-parties and the loss or theft of any digital currency and/or funds held in Your imbrex.io Account and any associated accounts, including Your linked bank account(s) and credit card(s). You are responsible for keeping Your email address and telephone number up to date in Your Account Profile on this website in order to receive any notices or alerts that We may send You. We assume no responsibility for any loss that You may

sustain due to compromise of account login credentials due to no fault of imbrex.io and/or failure to follow or act on any notices or alerts that We may send to You. In the event You believe Your imbrex.io Account information has been compromised, contact imbrex.io Support immediately at support@imbrex.io.

10. Subscription Services

If You use imbrex.io Subscription Services, you will be setting up a digital currency wallet through MetaMask which will allow You to store certain supported digital currencies, including Ether and IMBREX Tokens, and to track, transfer, and manage supported digital currencies. The digital currency wallet services allow You to send supported digital currency to, and request, receive, and store supported digital currency from, third parties engaged in transactions on imbrex.io platform. imbrex.io reserves the right to refuse to process or to cancel any pending digital currency transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. imbrex.io may use a third party payment processor to process any fiat currency payments between You and imbrex.io.

Your wallet can only be accessed with a combination of Your account information (address), private key/Google Authenticator and password. The private key is encrypted with a password and stored in your browser (locally). You understand and accept that if Your private key file or password are lost or stolen, the imbrex.io Account's hosted wallet will be unrecoverable and will be permanently lost. We are not responsible for Your access key or any other information You use to access Your wallet.

11. Services

If You use imbrex's transactional Services, You will maintain Your own digital wallet.

Enterprise User

As an Enterprise User, you will be able to add Listings through the Enterprise API. You agree to allow imbrex.io to host the decryption key, giving imbrex.io the ability to display your listings to everyone. You can request the decryption key at anytime by contacting support@imbrex.io.

With respect to imbrex.io Services, We have no information concerning Your private key, or password and cannot assist You in any way to access Your wallet if You lose this information.

12. Terms of Tokens and Smart Contracts

The Tokens are smart contract based, meaning that the terms and conditions applicable thereon are set forth in the Smart Contract System Code, consisting of the RexTokenContract software codes, existing on the Ethereum blockchain at the address specified on: 28, August, 2018. To the extent the terms contained herein or in any other document or communication contradict to the ones set forth in the Smart Contract System, the terms of the Smart Contract System prevail.

13. Token Rewards

In order for the Listing Rewards Contract to award Tokens to You in our Token Awards Program, You must follow certain guidelines to create a token approved transaction. You must:

- a. Be logged into the Site at imbrex.io;

- b. You must use only valid links within the Site to enter any linked information; and
- c. You must be a valid user, not flagged by Rex Technologies GmbH as adding malicious or copyrighted content.

Your imbrex.io Account, located on the website, will display a summary of all Tokens awarded as a result of Your participation in the Listing Awards Program. Tokens awarded will be posted to the users account automatically through the Listing Rewards contract, so long as the users listing was not flagged and voted as spam, the user won the voting pool, or the flagger won the flag. Your Account record available on the website is the definitive record of Your award accruals and usage. You acknowledge and accept that You are solely responsible for checking Your imbrex.io Account regularly to verify that awards have been properly posted. You are responsible for claiming your rewards. You acknowledge that in order to claim an award, you are charged a transaction fee.

Tokens are awarded based on a listing going through the Listing Rewards Process and the listing not being voted on as spam. Tokens are also awarded by winning the arbitration voting pool or winning a flag.

Tokens cannot be awarded if you lost the Listing Rewards Process, Voting Period or Flag. We reserve the right, however, to decommission any of imbrex.io's smart contracts due to corruption, bugs or malicious behavior.

imbrex.io reserves the right to change at any time, and without notice, the number of IMBREX Tokens offered in the Listing Rewards, Voting or Flagging process as well as any fees that are collected on the platform. Your continued use of Your imbrex.io Account thereafter will constitute acceptance of such terms and conditions.

14. General Provisions

Relationship of the Parties. imbrex.io is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, You and imbrex.io, Dappcentral Inc., Rex Technologies GmbH to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either You or imbrex.io to be treated as the agent of the other.

Privacy of Others; Marketing. If You receive information about another user through the imbrex.io Services, You must keep the information confidential and only use it in connection with the imbrex.io Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless You receive the user's express consent to do so. You may not send unsolicited email to a user through the imbrex.io Services.

Taxes. It is Your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions You conduct through the imbrex.io Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

Arbitration; Waiver of Class Action. If You have a dispute with imbrex.io, Dappcentral Inc., Rex Technologies GmbH, We will attempt to resolve any such disputes through Our support team. If We cannot resolve the dispute through Our support team, You and We agree that any dispute arising under this Agreement shall be finally settled in binding arbitration, on an individual basis, in accordance with JAMS rules for arbitration of consumer disputes or commercial disputes, as applicable. You and imbrex.io hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-

wide arbitration. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or city in which You reside if You reside in the United States, or in New York City if You reside outside the United States, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, and the arbitral decision may be enforced in any court. The prevailing party in any arbitration or subsequent action or proceeding under this agreement shall be entitled to costs and attorneys' fees.

Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect Your computer or other equipment, or any phishing, spoofing or other attack. SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from imbrex.io.

Release of imbrex.io; Indemnification. If You have a dispute with one or more users of the imbrex.io Services, You release imbrex.io, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold imbrex.io, and its affiliates, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to Your breach of this Agreement or Your violation of any law, rule or regulation, or the rights of any third party.

Limitation of Liability; No Warranty. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL imbrex.io, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR imbrex.io ACCOUNT OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE imbrex.io SITE OR THE imbrex.io SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF INTREX, INC. HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE imbrex.io SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, imbrex.io SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. imbrex.io DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE imbrex.io SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

Entire Agreement. This Agreement, the Privacy Policy, and any other materials incorporated by reference comprise the entire understanding and agreement between You and imbrex.io as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among You and imbrex.io. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

Amendments. We may amend or modify this Agreement by posting on the imbrex.io Site or emailing to You the revised Agreement, and the revised Agreement shall be effective at such time. If You do not agree with any such modification, Your sole and exclusive remedy is to terminate Your use of the Services and close Your account. You agree that We shall not be liable to You or any third party for any modification or termination of the imbrex.io Services, or suspension or termination of Your access to the imbrex.io Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, We will endeavor to provide You advanced notice via Our website and/or email before the material change becomes effective.

Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign Our rights without restriction, including without limitation to any imbrex.io affiliates or subsidiaries, or to any successor in interest of any business associated with the imbrex.io Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

Change of Control. In the event that imbrex.io is acquired by or merged with a third party entity, We reserve the right, in any of these circumstances, to transfer or assign the information We have collected from You as part of such merger, acquisition, sale, or other change of control.

Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, imbrex.io Account cancellation, debts owed to imbrex.io, general use of the imbrex.io Site, disputes with Intrex, Inc., and general provisions, shall survive the termination or expiration of this Agreement.

Governing Law. You agree that the laws of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between You and imbrex.io, except to the extent governed by federal law.

Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond Our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for Your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Non-Waiver of Rights. This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where You are located.

Termination. This agreement is effective until terminated by imbrex.io at any time without notice. In the event of termination, You are no longer authorized to access imbrex.io's website or Services. The restrictions imposed on You with respect to downloaded material, the disclaimers, arbitration provisions, and limitations of liabilities set forth in this agreement, shall survive termination.

[I Agree]

[No, thank You]