

Terms and Conditions

Last Updated: September 18, 2024

1. General Provisions

These Terms And Conditions (hereinafter referred to as the "**Terms**") is a binding agreement on the use of the Vexel Platform between you (hereinafter referred to as the "**User**", "**you**" or "**your**") and Vexel LLC, a legal entity operating in accordance with the laws of St. Vincent and the Grenadines (company number: 1402 LLC 2021, registered in St. Vincent and the Grenadines at the address: Ginger Village, Belmont, Kingstown, St. Vincent and the Grenadines) (hereinafter referred to as "**us**", "**our**" or "**we**") (collectively referred to as the "**Parties**").

Vexel – the Platform (hereinafter also referred to as the "**Platform**"), which provides cryptocurrency storage, remittance and exchange services over the Internet using various information and telecommunication systems (such as the vexel.com website, together with vexel.is and vexel.online, and its subdomains and/or other graphical interfaces, mobile applications (iOS, Android), API, modules for social networks, as well as other web resources and any other systems that we may prescribe from time to time).

These Terms are addressed to an indefinite number of persons and constitute a public offer. By using and/or accessing our Platform, you agree that you have read, understood, and accepted all the provisions of these Terms. If you do not accept these Terms, you must cease using and/or accessing the Platform, Account, and/or other functionality of the Platform.

We reserve the right to make changes to these Terms at any time and at our discretion without prior notice. Such changes take effect immediately upon their publication on the Platform. You undertake to independently monitor changes to these Terms and their appendices by periodically reviewing the current version. You are solely responsible for any consequences arising from failure to familiarize yourself with these Terms and their appendices. You agree that your continued use of or access to the Platform and/or other services will constitute acceptance of such changes.

Acceptance of these Terms constitutes acceptance of the Privacy Policy, available at the link <https://vexel.com/privacy/> (hereinafter also referred to as the "**Privacy Policy**").

You can contact us at the following email address: support@vexel.com. All communication with us, including the terms provided, will be in English.

2. Definitions

To avoid ambiguity and other misunderstandings in the interpretation of the text of these Terms, the Parties have agreed that the following terms shall have the meanings defined below:

- a. **User** – refers to you, an individual or legal entity accepted (verified and admitted) by us as a User, to whom access to the Platform is provided by these Terms. For these Terms, a User also includes a person who has not undergone the registration process but to a permissible extent accesses the Platform and/or uses it.
- b. **Account** – means an account that is established by us in the name of the User to use the services of storage, exchange and remittance of cryptocurrencies, which are available through the Platform.
- c. **Cryptocurrency** – means a cryptographically secured digital representation of value or contractual rights that uses distributed ledger technology and can be transferred, stored, or traded electronically.
- d. **Digital asset** – means encrypted or digital tokens or cryptocurrencies with certain values that are based on distributed ledger and cryptography technologies and are issued and managed in a decentralised form.
- e. **Login and Password** – mean a unique set of characters created by you during Registration, intended for access to the User Account.
- f. **Registration** – mean actions performed on the Platform, aimed at creating an Account, choosing a login and password, as well as providing basic information about you, your products/services, etc., for further use of the Platform under the terms and conditions of these Terms.
- g. **Services** - shall have the meaning outlined in Section 3.
- h. **Terms** – mean these Terms, including all annexes and rules specified in these Terms or expressly referred to as annexes to these Terms.

Other terms may be used in the Terms that are not defined in this section. In this case, the interpretation of such a term shall be made by the text of the Terms. In the absence of a clear interpretation of the term in the text of the Terms, the term shall be interpreted: primarily – by the legislation of the St. Vincent and the Grenadines, secondarily – with the content of the Platform, and then – with the established (commonly used) meaning on the Internet.

3. Services

We provide the following services:

- a. Cryptocurrency services. We provide access to a range of cryptocurrency services, including but not limited to:
 - i. Cryptocurrency remittance – a service that enables you to transfer Cryptocurrency to another recipient within the Platform or to external wallets;
 - ii. Cryptocurrency exchange – a service that enables you to convert one type of Cryptocurrency for another supported by the Platform;

- iii. Cryptocurrency storage – a service that enables you to store, track, transfer, and manage your balances of supported Cryptocurrencies on the Platform;
- b. Any other services that may be launched or offered via the Platform from time to time. A detailed list of the services is available on the Platform.

3.1. Account terms.

a. **Funding Your Account.** To add funds to your Account, you can use the available methods on the Platform. It's your responsibility to manage any external accounts, providers, or services used to transfer funds to your Account. Please note that the timing of funding may vary and could depend on third-party performance beyond our control. We are not liable for any damages resulting from failed or delayed funding. We reserve the right to set daily, weekly, monthly, or other periodic limits on funding, which we may change without prior notice.

b. **Withdrawals.** You are entirely responsible for any losses arising in whole or in part from external accounts, providers, or services. The timing of withdrawal requests cannot be guaranteed. Requests may experience delays or cancellations as part of our compliance policies. We reserve the right to set daily, weekly, monthly, or other periodic limits on withdrawals at our discretion, which we may implement, eliminate, increase, or decrease without prior notice.

c. **Request to Perform a Transaction.** The User's request for the initiation of a transaction must be clear and executable. The User must confirm all transactions using their credentials or by any other means specified by the Platform. Such confirmation shall be deemed as consent to perform the requested transaction.

d. **Unauthorized Payments.** If an unauthorized payment is made due to a Platform error, the amount of the unauthorized payment, including all deducted fees, will be refunded upon request as soon as reasonably practicable. Where applicable, the Account will be restored to its status before the unauthorized payment or transaction. However, this provision does not apply if:

- The User has acted fraudulently;
- The User did not promptly notify the Platform of any security issues with their payment Account, in which case the User will remain liable for any losses incurred up to the time when the notification is received unless the User has acted fraudulently;
- The User has intentionally or due to gross negligence compromised the security of their payment Account or failed to comply with their obligations when using the Account or has used it in a manner contrary to the terms;

- The User does not notify the Platform about the unauthorized or incorrectly completed transaction within 12 months from the date of the payment. In such a case, the User shall be solely responsible for all losses.

It is the responsibility of the User to regularly monitor their payment Account and inform the Platform of any unauthorized transactions, inconsistencies, or concerns.

e. Delays in Transactions. We retain the discretion to extend the standard processing time for any transaction and/or to suspend the processing of any transaction for reasons including, but not limited to, conducting further due diligence or complying with the request of a relevant bank, credit card entity, third-party processor, governmental authority, or regulatory agency. We assume no responsibility or liability for any charges, expenses, or losses incurred by you as a result of the aforementioned actions.

f. No Deposit Protection. None of the Cryptocurrencies held in your Account are eligible for any public or private deposit insurance protection.

g. Cryptocurrency Custody. Any Cryptocurrency in the Account or purchased by the Platform on the User's behalf may be stored by the Platform or any other institution providing Cryptocurrency custody services with which the Platform has a legal relationship.

h. Cryptocurrency Return. The Platform is under no obligation to return to the User the Cryptocurrency originally delivered to or otherwise held by the Platform. However, where necessary, the Platform will return assets of an identical type and in the same nominal amount of the relevant Cryptocurrency to the User or in Account balance to choose an alternative Cryptocurrency.

i. Order Execution. The Platform may deposit, transfer, lend, pledge, repledge, or otherwise deal with the User's Cryptocurrency if such action is for the execution of an order; settlement of any amount owing under a service provided in the agreement; any fees and costs owed by the User to the Platform in respect of the exchange; or otherwise, in accordance with User instructions and subject to applicable law.

j. Interest. If the Platform receives any interest, distributions, or other benefits arising from User Cryptocurrency held by the Platform or any other institution for the User, the Platform may credit the relevant amount to the Account or pay or transfer the relevant amount to the User, as agreed by the parties, subject to applicable law and the Platform's internal policy.

3.2. Exchange operations

a. Exchange Availability: The exchange may experience periods of unavailability, during which access and use of the exchange will be restricted or not possible. We reserve the right to periodically disable exchange services or access to them via the Platform, and to interrupt any automatic functions, for the following reasons:

- Planned system and software maintenance;
- Unscheduled emergency maintenance;
- Seasonal holidays;
- Any other eventuality that causes us to consider it necessary to suspend the service.

b. **Transaction Confirmation:** All incoming and outgoing transactions initiated through the Platform are subject to confirmation on the relevant blockchain network. We cannot guarantee that any transaction will be validated on the blockchain network.

c. **Transaction Limits:** We may impose transaction limits on certain services provided on the Platform without prior notice.

d. **Transaction Fees:** We reserve the right to charge fees for specific services rendered on the Platform. Before using the service, we will disclose any applicable fees to you. Additionally, please note that all Cryptocurrency transactions initiated through the Platform may incur blockchain network fees, which are beyond our control.

e. **Transaction Reversals:** Transactions initiated on the blockchain network are irreversible. Therefore, it is your responsibility to ensure the accuracy of the transaction details before submitting them on the Platform.

f. **Exchange Rate:** The purchase or sale of each Cryptocurrency is subject to an exchange rate, which will be displayed to you on the Platform before each transaction and stated in each receipt we provide. By authorizing a transaction, you agree to accept the exchange rate.

g. **Transactions:** We will execute transactions for buying or selling Digital assets based on the instructions you provide to us. It is your responsibility to review and confirm all transaction details before sending us instructions. We cannot guarantee the accuracy of any user, recipient, requester, or other third-party information, and we will not be held liable for any errors or omissions in the information you provide.

h. **Orders:** By confirming an order on the Platform and agreeing to the exchange rate and associated fee, you authorize us to initiate a transaction at the quoted exchange rate. Orders can be placed in the manner provided on the Platform and represent a binding obligation to buy or sell a specific amount of Digital assets. However, orders cannot be canceled, reversed, or changed once placed. Acceptance of an order by us does not guarantee that you will receive the Digital assets related to the order. The order is subject to the condition that we actually receive the relevant funds from your Account or credit card. We will use reasonable efforts to promptly credit your Account with the relevant amount of Digital assets. It is your responsibility to maintain an adequate balance in your Account to avoid insufficient funds.

i. **Cancellations and Reversals:** You understand that all transactions are final and irreversible.

4. Registration and usage of the Account

a. To access the Platform's services, you must complete the registration process, create the Account, and verify your identity. Various authentication and identification methods may be used for this purpose. However, we cannot guarantee the complete security, adequacy, and effectiveness of these technologies, services, or identification measures to prevent unauthorized access to the Platform.

Registering on the Platform does not guarantee full access to our services. Generally, before verification, only general information about the services will be available to you.

To complete the verification process, you will be required to provide specific information and documents. By providing this information, you confirm that it is complete, accurate, and truthful. The amount of requested information depends on your status (individual or legal entity), nature of the activity, location, and other data required for the provision of services.

If there are doubts regarding the completeness or accuracy of the information you provide, we reserve the right to request additional information or documents and, if necessary, repeat the verification process.

b. To pass the verification and registration procedure on the Platform, you must meet the following requirements:

- i. You or your authorized representative must possess the necessary legal capacity, capability, rights, and authorities to conclude and perform these Terms.
- ii. If you are acting on behalf of a legal entity, your company must be properly registered according to the laws of its operating country. The company must also be in good financial standing and not undergoing liquidation, reorganization, or bankruptcy proceedings.
- iii. You or your company are not residents of countries or territories where our services are not provided.
- iv. You have created an Account following the instructions provided on the Platform registration page and have provided all requested data.
- v. You have successfully passed all required identity and security checks and have provided additional documents as requested by our team. You are responsible for all expenses associated with compiling, delivering, certifying, notarizing, apostilling, and translating required documents.

c. By registering on the Platform with an individual Account, you confirm that you have created your account and will use it exclusively for yourself, not on behalf of third parties.

d. Our Platform provides access to corporate Accounts for third parties only under certain conditions: the third party must be authorized by you and approved by our compliance department. By submitting an authorization request for a third party, you acknowledge and warrant that your representative has the authority to:

- i. Access the Platform and use it on your behalf;
- ii. Accept any changes to these Terms on your behalf.

You must ensure that each authorized representative acting on your behalf is informed about these Terms, accepts them, and complies with them.

We may periodically request additional identification measures to verify your identity. You agree to provide us with all necessary information and documents for identity verification or any other information we may request.

e. You are obligated to notify us of any changes to the information provided by you. This information includes changes to your name, authorized representative, residential/registration address, nature of activity, tax residency, and taxpayer identification number.

f. You consent to us making requests, both directly and through third parties, if necessary, to verify your identity or to protect both you and us from criminal activities such as fraud. We also reserve the right to take action deemed necessary based on the results of these requests. In connection with this, you may be required to provide the requested information and documentation twice.

You agree and acknowledge that your personal information may be disclosed to identity verification and fraud prevention agencies and that these agencies may provide a full response to our requests if necessary.

We reserve the right to request any information and documents related to your identification from any institution that has already identified you as a User or has business relations with you.

g. We reserve the right to suspend, freeze, or cancel Accounts used by individuals or legal entities that are not the registered persons or representatives. You must immediately notify us if you suspect or become aware of unauthorized use of your Account. We are not responsible for any losses or damages resulting from the use of your Account by you or any third party, whether authorized or unauthorized.

h. You may only register one account; duplication on the Platform is prohibited. You are fully responsible for all actions taken under your Account.

i. There are two options for creating an account: an Individual Account (for individuals) and a Corporate Account (for legal entities).

j. You confirm that you are the sole beneficial owner of the Account. If this is not the case, you must inform us immediately and obtain written confirmation before opening the Account.

k. We may, at our discretion, refuse to open an account on the Platform, or suspend or terminate the operation of any Account. You are responsible for everything that happens in your Account and for its security.

5. Prohibited Uses.

a. You must use the Platform in compliance with these Terms, solely for your own Account or your internal business purposes. You are not allowed to sell, lease, or otherwise provide access to the Platform to any third party, nor act as a service provider or use the Platform on behalf of any third party.

When accessing or using the Services, you agree not to violate any law, public interests, public morals, or the legitimate interests of others. You also agree not to violate any contract, intellectual property, or other third-party rights, or commit a tort. You are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree not to:

- i. Use our Services in any way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden, or impair the functioning of our Services in any way;
- ii. Use our Services to pay for, support, or engage in any illegal gambling activities, fraud, money laundering, terrorist activities, or other illegal activities;
- iii. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access our Services or to extract data;
- iv. Use or attempt to use another user's account without authorization;
- v. Attempt to circumvent any content filtering techniques we employ or try to access any Services that you are not authorized to access;
- vi. Develop any third-party applications that interact with our Services without our prior written consent;
- vii. Provide false, inaccurate, or misleading information; or
- viii. Encourage or induce any third party to engage in any of the activities prohibited under this section.

b. **Restricted Activities.** In connection with your use of the Services, you agree and undertake that you will not do the following:

- i. Violate or assist in violating any law, statute, ordinance, regulation, or rule of any self-regulatory or similar organization through your use of the Services;
- ii. Provide false, inaccurate, incomplete, or misleading information;
- iii. Engage in any illegal activity;
- iv. Take actions that impose an unreasonable or disproportionately large load on our infrastructure, or interfere with, intercept, or expropriate any system, data, or information;
- v. Transmit or upload any material to the Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs;
- vi. Attempt to gain unauthorized access to the Platform, other Accounts, computer systems, or networks connected to the Platform, through password mining or any other means;
- vii. Use another party's account information to access or use the Platform, except with specific authorization;
- viii. Transfer your Account access or rights to your Account to a third party, unless by operation of law or with the express of our permission;
- ix. Interfere with another individual's or entity's access to or use of any our Services;
- x. Defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights of others;
- xi. Harvest or collect information from the Platform about others without proper consent;
- xii. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law;
- xiii. Use our intellectual property, name, or logo without express consent from us;
- xiv. Distribute unsolicited or unauthorized advertising or promotional material, junk mail, spam, or chain letters;
- xv. Use a web crawler or similar technique to access our Services or to extract data;
- xvi. Reverse engineer or disassemble any aspect of the Platform or the Services;
- xvii. Perform any unauthorized vulnerability, penetration, or similar testing on any API;
- xviii. Transfer any rights granted to you under these Terms;

- xix. Engage in any behavior which is unlawful, violates these Terms, or is otherwise deemed unacceptable by us in our sole discretion.

This list is non-exhaustive and nothing contained above should be construed as granting, by implication, estoppel or otherwise, any license or right for the Services to be used for illegal, unlawful, fraudulent, unethical or unauthorized purposes or to promote or facilitate such activities.

- c. You understand and agree that the information and services provided by the Platform are not intended for use by any individual or institution in any jurisdiction where such provision or use would be contrary to applicable law, or where we are not authorized to provide such Platform or information and services. A list of excluded countries is available on the Platform or can be provided by our support team upon request.

We reserve the right, at our sole discretion, to edit, delete, remove, or block any information that violates these Terms, but we are not obligated to do so.

6. Legal Compliance

- a. It is your responsibility to ensure that your use of the Platform is lawful in your jurisdiction and any other associated jurisdiction and that you comply with any relevant laws and regulations applicable to Users. Additionally, you acknowledge that accessing third-party services through the Platform may subject you to additional legal, regulatory, licensing, or other requirements that you must comply with.

- b. The Platform cooperates with law enforcement agencies worldwide and may suspend transfers, and accounts, provide requested information, or take other measures in response to a formal request from a law enforcement agency made according to applicable legislation.

- c. Please note that the Platform is not a tax agent and is not authorized to withhold taxes or contributions from your Account. It is your responsibility to determine whether any taxes arise from transactions made through the Platform and to report and pay any applicable taxes. The Platform may report information concerning your transactions, payments, transfers, or distributions made by or to you, concerning your Services using the Platform, upon receipt of a request from tax authorities.

7. Fees

- a. Your use of the Platform may incur certain fees, which will be deducted from your Account. The list of applicable fees is available on the Platform. We reserve the right to modify the fee structure, change the fees, or increase them at any time at our discretion. Any such changes will be effective upon their posting on the Platform. By using your Account after the fees have been updated on the Platform, you are deemed to have accepted the updated fees.

b. To process a Cryptocurrency transaction on your behalf, we may charge network fees (miner fees). The network fee will be calculated at our discretion and communicated to you before you authorize the Cryptocurrency transaction.

c. You may also incur transactions and other fees related to your external digital wallet. We are not responsible or liable for any fees or other costs you may incur with such external accounts.

8. Intellectual property

a. We hold exclusive ownership of all intellectual property associated with our products and services on the Platform, including copyrights, trademarks, and patents. This encompasses all data, information, source and object code, graphics, logos, and text. You must not infringe upon these rights, including copying, uploading, publishing, distributing, transmitting, selling, broadcasting, using, or reproducing any information or content on the Platform without our prior written permission.

b. We grant you a limited, non-exclusive, non-transferable license to access and use the Platform, services, and any information on the Platform, solely for approved purposes as permitted by us from time to time. Any other use of the Platform, services, and information on the Platform is prohibited.

c. Any actions regarding the Platform not explicitly named in these Terms as lawful and not infringing upon our rights are considered unlawful and constitute a breach of the Platform's rights, which is sufficient grounds for terminating these Terms and issuing a claim to protect our infringed rights.

9. Suspension and termination.

a. We reserve the right to refuse to open the Account, suspend or close the Account, or refuse to process a transaction. In such instances, we will inform the User about the decision.

b. This Agreement may be terminated as follows:

- i. by mutual agreement between the parties;
- ii. upon the expiration of the period for which this Agreement was concluded, if the Agreement was concluded for a definite period;
- iii. if one of the parties is dissolved without a legal successor;
- iv. upon the cessation of our provision of the Services;
- v. by the termination notice given by one of the parties for any of the reasons specified below.

c. We reserve the right to decline and/or cancel your Orders, reverse a transaction, suspend, restrict, or terminate access to our Services (including freezing and locking assets in your Account as well as restricting access to third-party websites, platforms or services via the Platform), and/or terminate your Account with immediate effect for any reason, including the following:

- i. User does not comply with anti-money laundering (AML) and counter-terrorism financing (CFT) regulations;
- ii. We suspect User of money laundering, terrorist financing, or other criminal activities such as fraud;
- iii. We suspect that the User's funds have been obtained illegally or their transfer is unlawful or prohibited;
- iv. We suspect that the User intends to use or is using the services for restricted or prohibited activities;
- v. User has caused, or we have reason to believe they may cause, direct or indirect damage to us;
- vi. User is a politically exposed person (PEP);
- vii. User has been prosecuted and/or convicted of financial or economic crimes, fraud, or other crimes involving abuse of trust;
- viii. User or their activities are associated with a risk level or group to which we do not provide services;
- ix. User has been declared bankrupt or insolvent;
- x. We have reasonable grounds to suspect User's conduct is fraudulent;
- xi. User has not provided us with requested information;
- xii. We are required to do so by regulation, court order, or ombudsman's request;
- xiii. Use of the Account is subject to pending litigation, investigation, or government proceedings;
- xiv. We have reasonable grounds to believe it is necessary to protect the security of the Account, or the Account is or may be used by persons or legal entities other than those registered under the Account;
- xv. You are, in our reasonable opinion, in breach of the Terms or security requirements of the Account;
- xvi. We have become aware of circumstances that require examination of the origin of User's funds or assets and verification of their legality;

xvii. We receive notice of User's death.

d. We reserve the right to require you, by written notice, to close all open positions and withdraw all Digital assets from your Account, regardless of any other provision in this Agreement. The User acknowledges that we may suspend or close their Account for any reason.

If you fail to comply with our notice, we may, at our sole discretion and without prior notice:

- i. Close any open positions in any of our Services;
 - ii. Convert the Digital assets in the dormant account to a different type of Digital assets. Please note that we are not responsible for any resulting loss of profit, tax obligations, or other expenses incurred by you;
 - iii. Transfer the dormant account or any Digital assets contained in it to our affiliate, a third-party custodian, or an isolated wallet, as deemed reasonably necessary by us;
 - iv. Charge an Account closure fee or other administrative charges from the account at intervals and amounts determined by us in our sole discretion, including, but not limited to, daily, weekly, or monthly basis, up to the aggregate amount contained in the account;
 - v. Unilaterally terminate the Agreement and close your Account at any time, and we will not be liable for any loss, damage, or expense incurred by you resulting from the above actions, including the closure of the account. Once the account is closed, it cannot be reactivated by you.
- e. Notification of Termination and Suspension. We will make reasonable efforts to notify you in advance (or immediately afterward) of any termination or suspension.
- f. Insufficient Funds. If your Account does not have enough Digital assets to cover the transaction fees, we may refuse to complete or cancel your Orders.
- g. No Liability. You agree that we will not be liable for refusing to complete or canceling your Orders, reversing a transaction, suspending, restricting, or terminating access to the Services (including freezing and locking assets in your Account as well as restricting access to third-party websites, platforms, or services via the Site), and/or terminating your Account for the reasons set out in this section.
- h. No Obligation to Disclose. You agree that we are not obligated to disclose the reasons for any action taken by us under this section.
- i. Post-Termination. After your Account is terminated, any remaining Digital assets will be used to settle any outstanding payments to us, except in cases of fraud, violation of applicable laws or regulations, or the Terms. You will have five (5) business days to withdraw any remaining balance from your Account. We will securely store your Account and transactional information for eight (8) years to comply with data retention standards. If a

transaction is incomplete during the Account termination process, we may notify your counterparty. If you choose to voluntarily close your account (e.g., under the right to erasure under GDPR or equivalent regulations), the termination procedure described above will apply.

10. Risks.

a. When utilizing our Services and Platform, you encounter specific risks, detailed below. Our Services primarily revolve around Digital assets and associated products, which carry significant risk and may not be suitable for all users.

While this section outlines the risks of using our Services, it cannot encompass all potential risks and situations that may arise from holding, trading, or engaging in transactions with Digital assets. It is vital to assess how these risks align with your personal circumstances, financial status, and risk tolerance. Additionally, there may be additional risks not covered in this section.

b. The main risks are:

1. **Volatility.** Trading any goods or products, including Digital assets, carries inherent risks due to price fluctuations that can be significant on any given day. These fluctuations can lead to immediate gains or losses in asset value. There is also a risk of losing all the money invested in Digital assets.

2. **Digital assets.** Digital assets are supported by technology and trust, and are generally not legal tender nor backed by governments. In a crisis, it is unlikely that a central bank will intervene to protect the value of Digital assets. The Platform, the Services, and Digital assets are based on blockchain technologies and protocols, which inherently come with risks, such as:

- Irreversible transactions in Digital assets pose a risk of losses from fraudulent or accidental transactions that cannot be reversed.
- Other risks include faults, defects, hacks, exploits, errors, protocol failures, or unexpected circumstances involving Digital assets or the technologies and economic systems on which they depend.
- Delays may also occur, preventing a transaction from settling on the scheduled delivery date.
- Additionally, technological advancements could render Digital assets obsolete. There is also a risk of attacks on the protocols or technologies that Digital assets rely on.

Any malfunction, failure, mistake, error, breach, breakdown, forking, abandonment, unintended function, unexpected functioning, or attack on any blockchain or protocol used could result on the Platform and/or the Services malfunctioning or functioning in an

unexpected or unintended manner. This could have a significant adverse effect on your Digital assets.

3. **Market Risk.** The market for Digital assets is decentralized, unregulated, and uncertain, and may not develop or change as anticipated. There is no assurance that a vibrant market will be available for purchasing, selling, or trading Digital assets.

4. **Legal Risk.** Digital assets are not government-backed currency and are unregulated. The legal status of Digital assets is uncertain and subject to change. Depending on your jurisdiction, your Digital assets may be considered property, an asset, a security, a means of exchange, or even an illegal or prohibited Digital assets, and may raise tax concerns. Your trades in Digital assets may be prohibited or restricted under applicable securities law, and you may not have the same rights as under applicable securities law.

5. **Technology Risk.** Electronic distribution and data transmission over the internet can have defects that result in delays, interruptions, breaches of security, or inaccuracies on the Platform. Cyber attacks, malicious software, and other computer viruses can also pose a risk.

6. **Regulatory Uncertainty Risk.** Some jurisdictions may apply or introduce regulations affecting Digital assets and/or the Services, potentially modifying the Services and leading to a loss of your Digital assets' value. Operating in such jurisdictions or using Digital assets may become illegal or commercially undesirable.

7. **Counterparty Risks.** Services may be provided via third-parties who may not be regulated entities. These third-parties may lose your funds or Digital assets, become insolvent, suffer security or contractual breaches, and may not provide legal protection for your funds or Digital assets, or for losses arising from them.

8. **Trading Risk.** Trading digital assets is highly speculative. Sudden shifts in trading and volatility can lead to substantial and inherent risks of loss.

9. **Safety and Fraud Risk.** Digital assets are susceptible to misuse for illegal or fraudulent activities due to transaction anonymity. You could be affected if law enforcement investigates any alleged illicit activities. Hackers or other groups may attempt to steal your Digital assets or disrupt your usage of them.

10. **Insolvency:** If we become insolvent, you may not be able to recover all the money or Digital assets you have invested.

c. The above list does not cover risks associated with using third-party websites/platforms and their services accessible via the Platform. It is your responsibility to familiarize yourself with such risks before using any third-party services.

11. Limitation of Liability

WE MAKE NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS TO YOU REGARDING OUR SERVICE EXCEPT AS STATED IN THESE TERMS AND CONDITIONS. ALL IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED, EXCEPT WHERE IMPLIED OR STATUTORY WARRANTIES CANNOT BE DISCLAIMED BY APPLICABLE LAW.

IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES BE LIABLE TO YOU FOR LOSSES, DAMAGES, OR CLAIMS ARISING FROM UNUSUAL OR UNFORESEEABLE EVENTS OUTSIDE OUR CONTROL, INTERRUPTIONS OR FAILURES OF OUR SERVICES, TRANSACTION PROCESSING ISSUES, INABILITY TO COMPLETE TRANSACTIONS DUE TO SYSTEM MAINTENANCE OR BREAKDOWNS, USE OF YOUR ENABLED DEVICE BY THIRD PARTIES, THEFT OR LOSS OF YOUR ENABLED DEVICE, UNAUTHORIZED OR INELIGIBLE USE OF OUR SERVICES, COMPLIANCE WITH LAWS AND COURT ORDERS, OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE DISCLAIM LIABILITY FOR ERRORS, DELAYS, OR OMISSIONS IN MATERIALS OR INFORMATION ON THE PLATFORM. WE DO NOT OFFER IMPLIED OR EXPRESS WARRANTIES FOR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONJUNCTION WITH THE PLATFORM.

WE DO NOT WARRANT UNINTERRUPTED, SECURE, OR ERROR-FREE ACCESS TO THE PLATFORM, OR THAT ANY IDENTIFIED DEFECT WILL BE CORRECTED. WE DO NOT WARRANT THAT THE PLATFORM WILL MEET THIRD-PARTY REQUIREMENTS, BE FREE OF MALICIOUS CODE, OR THAT INFORMATION TRANSMITTED WILL BE SECURE.

WE ARE NOT LIABLE FOR DELAYS, INTERRUPTIONS, OR INTERCEPTIONS IN DATA TRANSMISSION. UNAUTHORIZED THIRD PARTIES MAY ACCESS TRANSMITTED INFORMATION, AND INTERNET TRANSACTIONS MAY BE INTERRUPTED OR DELAYED. WE ASSUME NO RESPONSIBILITY FOR ANY LOSS OR EXPENSE RESULTING FROM SUCH ISSUES, DESPITE ANY SECURITY MEASURES WE MAY TAKE.

WE WILL MAKE EFFORTS TO ENSURE TIMELY PROCESSING OF DEBITS AND CREDITS TO YOUR ACCOUNT, BUT WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO OUR SERVICE, AS EXTERNAL FACTORS MAY AFFECT AVAILABILITY.

YOU ARE RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS AND AGREE TO INDEMNIFY US AGAINST ANY CLAIMS ARISING FROM VIOLATIONS.

INFORMATION ON THE PLATFORM IS NOT A RECOMMENDATION OR OFFER FOR ANY TRANSACTION OR PRODUCT. WE DO NOT PROVIDE PERSONALIZED INVESTMENT ADVICE. INVESTING IN DIGITAL ASSETS CARRIES RISKS, AND ANY INFORMATION PROVIDED MAY NOT INCLUDE ALL RELEVANT RISKS. USERS RELY ON THIS INFORMATION AT THEIR OWN RISK.

THE PLATFORM DOES NOT PROVIDE PROFESSIONAL OR INVESTMENT ADVICE. USERS SHOULD SEEK ADVICE FROM A TAX OR LEGAL PROFESSIONAL BEFORE MAKING INVESTMENTS. THE PLATFORM'S MATERIALS AND INFORMATION MAY CHANGE WITHOUT NOTICE, AND USERS ARE RESPONSIBLE FOR EVALUATING THEIR RELIABILITY.

LINKS TO THIRD-PARTY WEBSITES ARE PROVIDED, BUT WE DO NOT ENDORSE OR GUARANTEE THEIR CONTENT, PRODUCTS, OR SERVICES. USE OF THIRD-PARTY LINKS IS AT YOUR OWN RISK, AND WE ARE NOT LIABLE FOR SUCH CONTENT, PRODUCTS, OR SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR ACCESSING AND USING THIRD-PARTY CONTENT, PRODUCTS, OR SERVICES ON THE PLATFORM. WE ARE NOT LIABLE FOR DAMAGES ARISING FROM YOUR USE OF SUCH THIRD-PARTY OFFERINGS OR ANY PURCHASES OR SUBSCRIPTIONS RELATED TO THEM.

12. Miscellaneous

a. These Terms, along with the Privacy Policy and other legal notices on the Platform, constitute the entire Agreement between you and us regarding your use of the Platform, superseding all prior discussions, agreements, and understandings (including earlier versions of this Agreement) between you and us.

b. You acknowledge and agree that you may not assign, delegate, subcontract, or otherwise transfer your rights and/or obligations under these Terms. However, we reserve the right to transfer, assign, delegate, subcontract, or otherwise transfer our rights and/or obligations under these Terms without notifying you or obtaining your consent.

c. If any provision of these Terms is deemed invalid or unenforceable under any government agency rule, law, or regulation, the provision will be modified and interpreted to the fullest extent permitted by applicable law to achieve the provision's objectives, without affecting the validity of the other provisions and the Agreement as a whole.

d. Any failure or delay by us or our affiliates to enforce any of the Terms or exercise any right under the Terms will not be construed as a waiver to any extent of our rights.

e. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including sections pertaining to suspension or termination, Account cancellation, debts owed to us, general use of the Platform, disputes with us, and general provisions, shall survive the termination or expiration of this Agreement.

f. The parties acknowledge the legal force of electronic documents equal to the legal force of documents on paper, signed by hand with the attachment of impressions of the parties' seals (if required). You agree to receive any notices from us electronically, including but not limited to, by email, push notifications, and other means of electronic communication. If necessary, all terms, agreements, notices, disclosures, and other communications provided to you by us through electronic means of communication (including posting on the Platform, sending to the email address specified in the User account, and/or through other electronic means of communication such as text messages or mobile notifications) shall be deemed valid and effective notices satisfying any legal requirements to which such communications should adhere if they were provided in writing.

You acknowledge that you understand and agree that any electronic communication, including notices, messages, alerts, and other forms of electronic transmission of information, may be used for exchanging information between us. You also acknowledge that you are responsible for ensuring the accuracy and timeliness of your contact information, including email address and mobile phone number, provided to us for receiving notifications.

You also acknowledge and agree that we are not responsible for the non-delivery of notifications due to errors in the contact information provided by you or due to technical problems that may arise during the transmission of electronic messages

g. We reserve the right to utilize all available legal and equitable remedies for any breaches of these Terms, including but not limited to restricting, suspending, or terminating your Account or denying access to the Services without prior notice. We are authorized to disclose information, such as your User identity and personal or corporate details, to assist in law enforcement investigations or as permitted under applicable law.

h. You agree that the Terms and the relationship between us shall be governed by and construed in accordance with the laws of St. Vincent and the Grenadines.

i. In the event of a dispute regarding this Agreement, Parties undertake to make all efforts to resolve the dispute by negotiation as soon as possible. If a dispute or complaint remains unresolved after 30 days, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved in the courts of St. Vincent and the Grenadines.

j. User agrees to waive any right they may have to commencement of or participation in any class action against us related to the services and to opt out of any class proceedings against us or its licensors.

k. In enforcing its rights, we may initiate and take actions or proceedings against the User and any third party as we may deem fit.