

## TERMS OF USE

### FORLY CAPITAL DIGITAL PLATFORM

November 04, 2021

These Terms of Use of the **FORLY CAPITAL** digital platform (hereinafter referred to as the "Terms" or this "Agreement") govern the use of the electronic trading platform, including the Company's Website, to access the platform, as well as any services of the platform (collectively referred to as the "Platform") provided by the Partnership limited by **FORLY US LP**, duly incorporated in the State of Delaware, USA November 04, 2021, registered at 16192 Coastal Highway, Lewes, County of Sussex, Delaware 19958, USA (the "Company", "we" , "us", "our"). The Terms, together with the Privacy Policy and the Risk Statement, form a binding agreement (hereinafter referred to as the "Agreement") between the Company and you as a private user (hereinafter referred to as "you", "your" or "User") for your individual use of the Platform. By registering as a User of the Platform, as well as using the Platform, you confirm your acceptance of this Agreement. If you do not agree with these Terms, the Privacy Policy or the Risk Statement, you must immediately stop using the Platform.

#### 1. DEFINITIONS

1.1. Unless otherwise specified or the context suggests otherwise, all capitalized terms have the meaning given to them in these Terms:

a. **"Account"** - an account created by the User who visited the Website and registered with the Company to use the Website and the Platform.

b. **"Website"** - the Company's website forly.finance, which provides the User with access to the Platform.

c. **"Platform"** - means a digital platform provided by **FORLY CAPITAL** to access its services.

d. **"Personal Account"**- the User's personal page on the Website, used to access the Account for trading through the Platform. Access is personal and only available to the User of the Account.

e. **"Digital Assets"** means BTC, USDT, ETH, XPR, DCH, BNB, EOS, XMR, TRX, ZEC or other crypto or digital currencies.

f. **"Fiat currencies"** - USD, EUR, CAD, JPY, CHF, AUD and other currencies, the value of which is provided by the states that issue them and are not digital assets.

g. **"Public Authority"** - means any national or governmental authority, an authority of any province or state or any other administrative-territorial entity, or any legal entity, authority or individual exercising executive, legislative, judicial, regulatory or administrative functions, or relating to government, including any governmental body, agency, department, board, commission or subsidiary or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

h. **"Personal data"** - information transmitted by the User, which can directly or indirectly identify this User.

i. **"Privacy Policy"** - additional conditions that are an integral and integral part of the Agreement and govern the collection, use and disclosure of Personal Data of each User. Each User must read and agree to the Privacy Policy in order to use the Platform and the Website.

j. **"Risk Statement"** - additional conditions that are an integral part of the Agreement and regulate the User's risks associated with trading through the Platform and the Company's responsibility for them. Each User must read and agree to the Risk Statement in order to use the Platform.

k. **"Service Notices"** - means one-way notices given by the Company (which may include securities-related notices) via text message or email and, when applicable, push notifications through the Website. These notifications are sent to the User in relation to certain information or events related to the account to which the User has access through the Platform.

l. **"User"** - any person who has registered on the Website and created a Personal Account in order to use the Website and have access to the Platform.

m. **"User Identification Policy"** means the "know-your-customer" policy and procedures adopted by the Company from time to time in relation to the User's access to the Personal Account and the Platform.

n. **"Credentials"** - a set of User identifiers, password, personal identification number, token and any other information or device provided to the User to access the Personal Account and the Platform.

o. **"Algorithms" ("the Algorithm")** - adaptive algorithms (algorithm) developed by the Company, based on the analysis of incoming data by a neural network, used for automatic trading based on the Platform through the Personal Account.

p. **"Trading signals"** - a system for copying transactions (copy trading) used by the Company when trading. It implies automatic copying of operations from one account to another in real time. This type of trading service on the Platform is connected to the User by subscribing in the Personal Account.

## 2. REQUIREMENTS FOR NETWORK DEVICES AND PROVIDERS

2.1. You acknowledge that your agreement with your mobile and Internet Service Provider (the "Network Provider") applies to your use of the Website. You acknowledge that your Network Provider may charge you for data transmission services when using certain features of the Website and the Platform, or any other third-party charges as they occur, and you accept sole responsibility for such charges. If you are not the bill payer for the mobile/internet device used to access the Website, it is assumed that you have received permission from the bill payer to use the Website. You must also ensure that your use of the Website does not violate your mobile or internet device agreement or any other wireless data service agreement.

## 3. SERVICES, LEGAL CAPACITY AND REGISTRATION

3.1. In order to register an Account, access and use the Personal Account and the Platform, you must be at least 18 years old. You further represent that you are fully capable and competent to comply with, the terms, conditions, obligations, representations and warranties set in these Terms. You must register on the Website to create a Personal Account and access the

Platform. You agree to provide complete and accurate information when registering for such use and to keep this information up to date.

3.2. Connection to the Platform occurs after registration as a User and making a payment in accordance with clause 4.1. of these Terms. After registering the Account, the User can connect a subscription to Trading Signals and the possibility of concluding a Partnership Agreement with the Company in accordance with the provisions of clause 3.3. of these Terms.

3.3. The User can receive income from the Company's profits by concluding a Partnership Agreement with the Company and acquiring the status of a Limited Partner of the Company. When you acquire and maintain such legal status in accordance with the condition established by clause 4.3. of this Agreement, the Company accrues income to you from the profits from its activities. Relations between the Company and the Limited Partner, the terms of their interaction are established by the provisions of the Partnership Agreement.

3.4. When receiving income from the Company's profits by acquiring the status of a Limited Partner and in accordance with the terms of the Partnership Agreement in accordance with clause 3.3., such income is initially credited to the Company's account, after which it is withdrawn to your bank account or other wallet opened in your name.

3.5. We reserve the right, in our sole discretion, to accept or reject your registration on the Website. Only Users whose registration is confirmed by us are our customers.

#### 4. USER ACCOUNT

4.1. In order to use the services of the Platform, you must create an Account on the Platform. Connection to the platform occurs after registration as a User and making a payment in the amount of **300 (three hundred) US Dollars** or an equivalent amount in **Forly Crypto Coin cryptocurrency** (hereinafter also referred to as **FCC**).

4.2. Each User has the right to register on the Platform only one Account. Registering multiple Accounts is a violation of these Terms and may result in the immediate termination of these Terms and the relevant Accounts.

4.3. In order for the User to maintain the legal status of a Limited Partner of the Company in accordance with clause 3.3. of this Agreement, it is necessary to maintain a balance of assets on the Account in the amount of **300 (three hundred) US Dollars**, in the equivalent in the **Forly Crypto Coin cryptocurrency**, or in another fiat or digital currency (cryptocurrency) accepted by the Company and used for trading on the Platform, and / or have an active subscription to the services of the Platform. When withdrawing assets from the Account and maintaining the balance less than the specified amount within 14 (fourteen) calendar days, you lose the status of a Limited Partner of the Company.

4.4. The Account is not a bank account, brokerage account, and the assets traded via the Platform does not constitute a deposit or any other financial product.

4.5. You can replenish your Account by transferring fiat and digital (cryptocurrency) assets to it from your other third-party accounts. There are no charges of the Platform for funding an Account linked to the Platform, however, third parties such as your bank or other operator may charge transaction fees or other fees. Replenishment and withdrawal of funds is made subject to the provisions of clause 4.9. of these Terms.

4.6. You may withdraw all or some of the deposited funds from your Account on the Platform. Withdrawals may take up to 3 (three) days. However, any withdrawal of funds may be delayed by the Company as necessary in accordance with applicable law and/or the Platform User Identification Policy.

4.7. The User has the right to refuse to use the Platform during the "cooling off period" established by the Company for such refusal within 14 (ten) calendar days from the date of registration of the Account. In case of such a refusal, the return of the funds paid by the User for connecting to the Platform is made by the Company within 3 (three) days. If there are assets on the User Account, their withdrawal is made without time limits.

4.8. The establishment and withdrawal of funds from the Account is possible exclusively by the User and exclusively to the details of the User.

## **5. TRADING USING THE PLATFORM**

5.1. Trading in fiat currencies and digital (cryptocurrency) Assets on markets via using the Platform is carried out:

- automatically with the help of the Algorithms when the User subscribes to Trading Signals;

- by the Company through the Company's accounts opened for this purpose, subject to the acquisition of the status of a Limited Partner of the Company and the conclusion of a Partnership Agreement with the Company.

5.2. When trading with the Company through the Company's accounts, the User's (Limited Partner's) income is initially credited to the Company's account, after which it is credited to the User's (Limited Partner's) bank account or other wallet opened in his/her name.

5.3. When trading in automatic mode using a subscription to Trading Signals, the income is credited directly to the User's account.

5.4. Fiat or digital (cryptocurrency) Assets located on the User's Account can be withdrawn exclusively by the User and exclusively according to the confirmed details of the User.

5.5. The Algorithm for working with fiat currencies BOOM + is used to trade on fiat exchanges of USD, EUR, CAD, JPY, CHF, AUD and other currencies, the value of which is provided by the states that issue them and are not digital assets.

5.6. The Algorithm for working on crypto exchanges with digital and cryptocurrencies FORLY CRYPTO is used to trade BTC, USDT, ETH, XPR, DCH, BNB, EOS, XMR, TRX, ZEC or other digital assets (cryptocurrencies) on cryptocurrency exchanges.

5.7. The Algorithms are adaptive algorithms developed by the Company and based on the analysis of incoming data by a neural network. The neural network analyzes trading volumes and the frequency of transactions, with the help of which the quote trend is determined and the price increase or decrease is predetermined.

5.8. Unless otherwise permitted by the Platform, you may only sell an amount of fiat or digital (cryptocurrency) assets that does not exceed the total amount held in your Account plus applicable Success Fee (as defined below). Any attempt by you to sell more fiat or digital (cryptocurrency) assets than shown in your Account as shown by the Platform, minus the applicable Success Fee, will result in a failed trade and may result in the termination of your Account.

5.9. You acknowledge that due to technical and other restrictions, the price of fiat or digital (cryptocurrency) assets displayed in the Personal Account may be displayed with a delay and, therefore, not reflect the current market value of such assets. However, you agree that the prices displayed on the Website determine the value of the assets in your Account and your use of the Platform and the Website.

5.10. In the absence of the consent of the User, we reserve the right to cancel or cancel transactions in the event that:

a. the transaction occurred as a result of an identifiable interruption or failure in the operation of the order execution, settlement or communication system;

b. a transaction that the Company, in its sole discretion, considers fraudulent, manipulative or disruptive to other Users or the Platform;

c. the transaction was made from any Account that was hacked by unauthorized users and we believe in good faith that the cancellation of transactions will be in the best interests of the Users or the Platform; or

d. The Company, in its sole discretion, believes that your Account or trading activity on it violates these Terms.

## **6. SUCCESS FEE AND OTHER FEES**

6.1. Accessing the Platform and trading on the Platform, you agree to pay a success fee for each transaction made through your Account (hereinafter referred to as the “Success Fee”). The current amount of the Success Fee may be indicated on the Website after you log into your Account. We reserve the right to change, modify or increase the amount of the Success Fee at any time and from time to time. Each such change, modification or upgrade will become effective upon posting in your Personal Account of the relevant changes, modifications or upgrades. If you do not agree with the posted changes, modifications or upgrades, you must stop using the Account as defined herein. Your continued use of the Account following the posting of the modified terms and fees on the Website will constitute acceptance of all such changes or adjustments. The amount of the Success Fee is subject to withdrawal from your Account automatically.

6.2. If you believe that you have been erroneously charged with the amount of the Success Fee, you must immediately notify the Platform of such error, indicating any additional information regarding this transaction. If you do not submit any questions or objections within thirty (30) calendar days after the first appearance of such alleged erroneous withdrawal in any Account report, such amount will be deemed unconditionally accepted by you.

6.3. Terms of payment of the Success Fee in accordance with clause 6.1. of this Agreement are applicable to trading carried out in manual mode, not including automatic trading by using a subscription to Trading Signals.

6.4. If you have purchased a subscription to Trading Signals and use the automated trading service, we will charge you a maintenance fee in the amount of the equivalent of 300 (three hundred) US Dollars paid in Forly Crypto Coin (FCC) annually at the current exchange rate at the time of payment. Such a fee is subject to withdrawal from your Account automatically.

6.5. We may charge additional fees for other features of the Platform that we may install from time to time. We will notify the User in advance about the charging of fees for the use of these functions.

## 7. USER ACCESS OBLIGATIONS

7.1. To use the Website and the Platform, each registered User has a set of unique Credentials. Such User Credentials are intended only for his/her access to the Account. Each User must promptly provide the Company with confirmation of their Credentials.

7.2. Each User acknowledges that each set of User Credentials is non-transferable and shall only be used by the User to whom it was issued. Such User Credentials shall not be disclosed or transferred to any third party without the written permission of the Company. We will never ask you for any reason, whether by email, postal mail or telephone, to disclose your User Credentials, except to register your Account and recover your Login Credentials to the Platform.

7.3. The User must:

a. keep its Credentials in strict confidence and not share them with third parties for any purposes related to the Account. In addition, the User must not disclose its Credentials so that they can be recognized by third parties on any device (for example, by writing or writing them down without encryption);

b. make all reasonable efforts to protect all records relating to its Credentials, including, but not limited to, storing such records in a secure or physical location accessible or known only to the User, as well as storing them in a location unlikely to be accessed by third parties;

c. take all reasonable steps to comply with the security instructions provided by the Company, otherwise protect the security, prevent forgery or use by any other person of the User Credentials, the Website or the Platform, including the security measures prescribed in our Privacy Policy;

d. immediately notify the Company through any channel indicated by the Company in the event of:

- loss of your User Credentials;

- disclosure of your Credentials to third parties or if they have otherwise been compromised;

- if you have a reasonable suspicion of any unauthorized use of your Credentials;

e. create strong passwords to access the Platform (for example, using a combination of letters, numbers and special characters and not using easily accessible personal information).

7.4. If access to the Platform is made by correctly entering the User's Credentials, it is considered that the corresponding User has gained access to the Platform. You are responsible and liable for all actions taken by an Authorized Person who accesses the Platform on your behalf. The Company has no obligation in any way to ascertain or take any other steps to verify the identity of any User or Authorized Person. The Company is not liable for any losses that you may incur as a result of someone else using your Credentials or Account, with or without your knowledge. Upon receipt of the notice, the Company shall disable the relevant User Credentials and block access to the Platform or the Website as soon as possible.

7.5. Each User must ensure the security of all their devices or systems used to access the Platform, including, but not limited to, installing and regularly updating browsers, security patches, antiviruses, antivirus programs and other related software on devices or systems. Each User must also comply with all instructions, procedures and guidelines regarding the Platform, the Website and the User Credentials, as notified by the Company from time to time.

## **8. PROHIBITED USE**

8.1. You must use the Website or Platform solely in accordance with these Terms. You must not sell, rent or otherwise provide access to the Website or Platform to any third party, or act as a service bureau or otherwise use the Website or Platform on behalf of any third party.

8.2. You may not use the Website or Platform in any way, provide any information or content, or engage in any activity while using the Website or Platform that:

- a. are illegal or prohibited;
- b. discredit any other person;
- c. are obscene, sexually explicit or offensive;
- d. advertise or promote any other product or business;
- e. may harass, upset, embarrass, disturb or annoy any other person;
- f. may disrupt the operation of the Platform in any way; or promote discrimination based on race, gender, religion, national origin, disability, sexual orientation, or age;
- g. violate any copyright, trademark, trade secret or other proprietary rights of any other person;
- h. restrict or prevent any other person from using the Platform, including, but not limited to, "hacking" or damaging any part of the Platform;
- i. disable, damage or change the operation or appearance of the Platform;
- j. "embed" or "mirror" any part of the Platform without our prior written permission;

k. use any robot, crawler, Website search/retrieval application, or other manual or automatic device or process to download, search, index, "analyze data", "extract", "gather data", or reproduce or bypass a navigation structure or presenting the Platform or its contents in any way;

l. collect in one way or another information about other users without their explicit consent;

m. are aimed at sending unsolicited or unauthorized advertisements, spam or chain letters to other users of the Platform;

n. are aimed at creating, unless otherwise authorized by the Company in writing, several Accounts, unless otherwise expressly permitted by the Platform;

o. perform frequent, intensive trading using software or trading instruments not authorized by the Platform or without them;

p. transmit any content that contains software viruses or other harmful computer code, files or programs; or

q. defend, encourage or facilitate any violence or any illegal act.

8.3. You understand and agree that the information and services provided by the Platform are not provided and may not be used by any person or entity in any jurisdiction where their provision or use would be contrary to any applicable law or where we are not authorized provide such Platform, information and services. You understand and acknowledge that if it is determined that you have provided false information about your location or place of residence, the Company reserves the right to take any appropriate action in accordance with the situation at the local jurisdiction, including the immediate closure of any Account and the liquidation of any open position.

8.4. We reserve the right, but have no obligation, in our sole discretion, to edit, remove, remove or block any content that violates these Terms.

## **9. SAFETY**

9.1. We may use technologies, services, or authentication or verification measures that we deem desirable or appropriate. Such measures may include multi-factor authentication or the use of biometric information to access the Platform. There is no guarantee that such technologies, services or authentication measures will be completely secure, adequate or successful in preventing unauthorized access or use of the Platform, or hacking or identity theft.

9.2. While we take reasonable steps to protect the security and privacy of the Platform and your Personal Data in accordance with the applicable law, we cannot guarantee the security of all transmissions or any network or system that stores or processes your Personal Data, Account or information about transactions. To the extent permitted by law, we will notify you of any unauthorized access, use or disclosure of your Personal Data if we become aware of it. Upon receipt of such notice, you are responsible for following the instructions set forth in it, including the immediate change of User Credentials and other actions to prevent unauthorized access to your account or Personal Data.

## **10. PROVISION OF INFORMATION**



10.1. By choosing to use the Platform, each User acknowledges that:

a. The Company is obliged to satisfy any request of the User to provide him with information on issues related to the use of the Platform and trading through the Platform;

b. any information provided was addressed exclusively to the User only for the User and is not subject to further distribution without the written consent of the Company.

10.2. You acknowledge that neither the Company nor the Platform is your investment advisor or fiduciary. You also acknowledge that the information that we provide or make available on the Platform does not constitute individual investment advice or an investment proposal.

10.3. Information about the balance of your fiat or digital (cryptocurrency) assets and the status of the Account is constantly available to you for review in electronic format (other than downtime) on the Website. You can view online all transactions that took place during the time set by the Company.

10.4. Access to the Platform may be limited to residents of certain countries or certain categories of investors due to regulatory restrictions.

## **11. SERVICE AND OTHER NOTICES**

11.1. The use of Service Notices involves their transmission over unsecured communication networks. You must provide us with a complete and accurate email address(es) or telephone number(s) in order for us to send you Service Notices. To ensure that you receive all communications, you agree to update your email address and notify us immediately of any other changes. Delivery of any message to the e-mail address available in the system is considered to be properly executed. If any email is returned as undeliverable, we reserve the right to block your access to the Platform until you provide and verify a new and valid email address. If you have provided us with more than one email address and phone number, you must provide your preferred contact details for receiving Service Notices. If your account is a shared account, you must tell us whether to send service notifications to a specific account holder or to all of them.

11.2. You agree to receive notices regarding the Platform, your Account and the Terms through Service Notices. You agree that such Service Notices are effective in lieu of written, mailed or other forms of notice required by applicable law.

11.3. You are solely responsible for verifying the relevant email account or phone number without further reminders or repeated notices from the Company. You must immediately report any unauthorized use or access to the Platform.

11.4. You release the Company from any liability for loss or damage resulting from the use of the Service Notices to the extent permitted by law. The Company does not provide any guarantees, or accepts any responsibility for the topicality, correctness and completeness of the information provided through the Service Notices.

## **12. PERSONAL DATA**

12.1. As part of the Platform, the User's Personal Data may be collected, used, transferred, disclosed and otherwise processed by the Company in accordance with the Privacy

Policy. You should read the Privacy Policy carefully before registering and using the Website and the Platform. You consent to the collection, use or disclosure of your Personal Data in accordance with these Terms and the Privacy Policy, including, without limitation, disclosure to a third party service provider for the purposes of providing services and conducting Account transactions.

12.2. You agree to provide true, accurate, current and complete Personal Data. You also agree to maintain and promptly update Personal Data to keep it true, accurate, current and complete at all times during the term of this Agreement.

12.3. You must notify us promptly of any changes, including but not limited to changes to Personal Data in connection with your use of the Platform. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and deny you any use of the Platform and the Website now or in the future, as well as subject you to civil liability or transfer information about you to the appropriate law enforcement authorities for criminal prosecution. We shall have no obligation to provide monetary or any other compensation following such suspension, termination or inability of your use of the Platform or the Website.

12.4. You must comply with any reasonable requests from us for information, documents and agreements related to any transaction or your use of the Website or Platform. You understand that we may share this information with such regulatory authorities as we deem necessary in accordance with the Privacy Policy.

12.5. Please note that we may collect information using tracking technologies regarding your device, such as IP address, network provider name, mobile operator, mobile browser type, timestamp, time zone, speed information, bearing, orientation, altitude coordinates, or other information that identifies the device. The User consents to such use of tracking technologies and acknowledges that the information received, including Personal Data, may be correlated with public or private information available to the Company or any Third Party Service Provider. The User also consents to the transfer of such information to the Company's service providers and third party service providers for the purpose of providing and supporting tracking technologies and related services. We may also collect precise data about your device or its geolocation from your device, which may be expressed in latitude and longitude coordinates obtained using GPS tools, WiFi data, cell tower triangulation, or other methods. A description of our use of such information is contained in our Privacy Policy.

### **13. INTELLECTUAL PROPERTY**

13.1. All title, ownership and intellectual property rights in or to the Website, the Platform, the Algorithms or in connection with them, to any information transmitted by the Platform, to or through the Platform, as well as to information relating to the use of the Platform and Algorithms remain with the Company or its licensors. Nothing on the Platform shall be construed as granting any User any license, except as expressly set forth herein, to the Company's or any third party's title, title and/or intellectual property rights, whether estoppel, implied or other condition.

13.2. You agree not to do the following:

a. modify, adapt, reproduce, translate or create derivative works of the Website or Platform, or any data or content provided through the Website or Platform, or any part thereof, or

attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or Platform;

b. remove any copyright, trademark, designations, logos or product identifiers from the Website or Platform.

c. misrepresent other Websites as the Company Website by using visual "look and feel" or text from the Company Website or otherwise infringing the Company's intellectual property rights, including, but not limited to, "extracting" text or images from the Company Website or Company-administered banners and/or text links, search engine marketing or all other online and offline activities,

d. edit, modify, filter, crop or rearrange the information contained in any part of the Company Websites, or remove, hide or minimize any part of the Company Website in any way without the permission of the Company; or

e. use for any commercial purposes the Website and the Platform or logos, trademarks or brands of the Company.

13.3. Each User authorizes the Company to use any information or content provided by him or processed in connection with the use of the Website and the Platform (for example, personal data, geographic information, device information) in the context and for the purpose of providing services or products on the Platform and the safe use of the Website and the Platform.

## **14. CHANGES TO THE AGREEMENT**

14.1. We reserve the right to:

a. modify, update or change this Agreement;

b. modify, update or change the Website, Platform and Algorithms, including destroying content or discontinuing the provision of any feature of the Website or Platform; or

c. impose fees, charges or other conditions for the use of the Platform or its parts (with prior notice) (all of the above are referred to as "Changes").

14.2. We may make such Changes at any time without prior notice (except as provided in subsection (c) above). Any Changes to this Agreement may be posted on our Website or sent to you via push notifications or email according to the details specified in your Account. As such, it is your responsibility to check our Website regularly, to allow the Website to receive such notices, and to keep your email address and other account contact information up to date. You agree to any Changes if you continue to use the Website and Platform after such Changes become effective.

## **15. DISCLAIMER AND RISKS WHILE USING THE PLATFORM**

15.1. We do not guarantee that all or any part of the Platform or Application will be maintained at any time to be accessible and usable.

15.2. The use of the Platform is fraught with risks, in particular such as:

a. disclosure of your Personal Data or other information;

b. system failures, security restrictions, unauthorized removal of restrictions on use on the end device, as well as other violations that may make use impossible; and

c. abuse through manipulation with malware or unauthorized use, including loss or theft of the User's device that was used to access the Website or Platform.

15.3. We have the right to block or disable the use of the Website if the security features developed by the operating system or the manufacturer of the device on which the Website was installed have been changed at any time (for example, a device that has been "hacked"). Accordingly, we do not guarantee the functioning and operation of the Application on end devices that have been so modified or do not meet the technical requirements for using the Website or accessing the Platform.

15.4. all warranties, terms or conditions (whether express, implied, statutory or otherwise), including but not limited to those relating to quality, merchantability and necessary for use or uninterrupted access without error, are expressly excluded for the Website and the Platform in to the fullest extent permitted by law.

15.5. No representations or warranties, express or implied, can be made as to the accuracy or completeness of the information provided on the Platform.

15.6. Each User acknowledges and accepts the risks that may arise as a result of Internet transactions conducted through open systems available to any person, acknowledges that, despite data encryption, connection to the Platform from the User's personal computer or electronic mobile device via the Internet may be visible to others persons. We may also use servers and other computing equipment located in any jurisdiction around the world to provide any part of the Platform.

15.7. We exclude any and all liability for loss or damage caused by transmission errors, technical failures, breakdowns, interruptions or tampering with the transmission network, IT systems/computers of the User or any third party (including systems that are in the public domain).

15.8. The provisions related to investment risks when trading through the Platform are determined by the Risk Regulation, which is an integral part of the Agreement with the User.

## **16. DISCLAIMER**

16.1. To the fullest extent permitted by applicable law, you hereby cancel, exonerate and otherwise release us, our parent company, affiliates and subsidiaries and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunications service providers and agents (collectively, the "Indemnified Parties") from any and all charges, demands, costs, debts, causes of action, claims and losses related in any way to the use of or activities relating to the use of the Website, Platform, any Account, including, but not limited to, claims relating to the following: negligence, gross negligence, willful interference with a contract or beneficial business relationship, defamation, confidentiality, publicity, misrepresentation, false data, fraudulent actions of others, invasion of privacy, disclosure of personal data, unsuccessful transactions, purchases or functionality of the Platform, unavailability of the Website, Platform, or any Account, their functions and any other technical failures that may lead to the unavailability of the Website, Platform, or any Account, or any claims based on subsidiary liability for offenses committed by you while using and transacting through the Website, the Platform, and any Account, including,

but not limited to, fraud, computer hacking, theft or misuse of Personal Information, assault, battery, stalking, rape, fraud, perjury, manslaughter or homicide. The above list is illustrative and not exhaustive of the types or categories of claims from which we indemnify ourselves. This indemnity is intended by the parties to be construed broadly in our favor, and thus any ambiguity shall be interpreted in a manner that provides for indemnity in the broadest sense. This release is intended to be a complete release from claims, and the parties acknowledge the legally binding nature of this provision and the nature of the rights they have waived in connection therewith.

## **17. DAMAGES AND LIMITATION OF LIABILITY**

17.1. To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims (including third party claims), actions, losses, liabilities, expenses, costs or demands, including, but not limited to, legal and accounting fees, directly or indirectly, as a result of or due to (i) your use, misuse or inability to use by you (or if you are under the influence of another person, including but not limited to Government Authorities, by such other person) of the Website, Platform, Account on the Platform, or any content or information that you have provided to the Platform; or (ii) your violation of these Terms or other documents of the Agreement, documents that are part of these Terms or the terms of a third-party service provider, as well as documents related to the opening and use of an Account.

17.2. We will notify you by email, mail or other appropriate means of any such claim or action and will reasonably cooperate (at your expense) in the defense of such claim or action. We reserve the right to participate in the defense of such claim or to choose our own legal counsel, but have no obligation to do so.

17.3. Under no circumstances, including under the theory of law (tort, contract, direct liability or otherwise), shall we or any third party be liable to you or any other person for any damages arising from the use or misuse or inability to use the platform, Website, your Account, whether such damages are direct, indirect, special, incidental or consequential damages of any nature, including losses from trading, loss of information, business interruption or lost profits, lost profits or loss of data, or liability under any contract, negligence, strict liability or other liability arising out of or relating in any way to the Website, Platform, Account, any claim or demand of any third party, even if we knew or had reason to be aware of the possibility of such damage occurring, claims or demands if the above disclaimer and disclaimer is to be considered invalid or ineffective. Some jurisdictions do not allow the exclusion or limitation of certain warranties and/or liabilities, so some of the above limitation or exclusion may not apply to you.

17.4. In no event shall our liability, regardless of the form of action and damages suffered by you, exceed the highest aggregate amount paid by you to us in connection with your use of the Platform or Website.

17.5. We are not responsible for our failure to comply with any obligations under these Terms due to events beyond our control, and the time provided for the performance of such obligations is extended by a period of time equal to the duration of such events. Events beyond our control include, without limitation, acts of God, war, riots, arson, embargoes, civil unrest, strikes, labor disputes, equipment failures, bank failures, virtual currency market collapse or fluctuations, transaction processing failures on credit or debit cards, strikes, fires, floods, earthquakes, hurricanes, tropical storms or other natural disasters or accidents, shortages of labor or materials, shortages of transportation, equipment, fuel, energy, government regulation or restrictions, acts of civil or military power or terrorism, fiber outages, weather, third party disruptions or malfunctions, technical problems, including hardware, software or other failures,

failure of telecommunications or information services infrastructure, hacking, spamming, or failure of any computer, server, or failures in the operation of the software for reasons not by or as a result of vandalism, theft, telephone outages, power outages, internet outages, viruses, or mechanical, power or communication failures.

## 18. SUSPENSION, TOTAL OR PARTIAL TERMINATION

18.1. Access to the Platform may be suspended or terminated in whole or in part at any time either by the User or by us in accordance with the Terms and other documents constituting the Agreement. In addition, we reserve the right, at our sole discretion, to suspend or terminate immediately and without notice any User access to or use of the Account and the Platform if they violate any provision of these Terms. Your access to the Platform will be terminated automatically upon termination of your Account. Any claims for breach of these Terms shall survive such termination.

18.2. We may, at any time and in our sole discretion, limit, suspend or terminate, or issue a warning to you in relation to the Platform or Account, including the termination of the Account (or certain functions thereof, such as downloading, receiving, sending and/or withdrawing fiat or/and digital assets), in particular if:

- a. we believe it is necessary or desirable to protect the security of the Account;
- b. if we become aware or suspect that any Digital Assets or funds held in your Account may be linked to criminal proceeds or are otherwise illegally owned by you;
- c. in case of insolvency, bankruptcy, termination of the User, or when we reasonably believe that there is a threat of the same against you;
- d. we are unable to verify or certify any information you provide;
- e. we decide to cease operations or otherwise terminate any services or options provided by the Platform or its parts;
- f. there has been a change in your circumstances (including deterioration or change in your financial situation) of which we become aware by any lawful means that we deem, in our sole discretion, to be essential to the continued operation of the Account;
- g. we are being directed by any Government agency under applicable law enforcement procedure;
- h. our activities are otherwise governed by applicable law;
- i. there is a critical market event that causes trading to stop; or
- j. we, in our sole discretion, otherwise decide that it is necessary to terminate or suspend the Account, the Platform or the Terms or other documents that make up the Agreement.

18.3. We are under no obligation to inform you of the reasons or grounds for suspending, terminating or freezing your Account or any digital assets in your Account, or other actions we take with respect to the Website, Account or Platform.

18.4. Neither the Company nor the Platform, nor any third party acting on their behalf, shall be liable to you for any suspension, restriction or termination of your Account or your access to any part of the Platform in accordance with this Agreement.

18.5. You must not attempt to regain access to the Platform if we terminate it using the same or a different username without our prior written consent.

18.6. The Company maintains full security of user data/information that may be transferred to Government Authorities in the event of suspension or termination of your Account as a result of fraud investigations, investigations of violation of the law or these Terms. We shall not be liable to you or any third party for any loss or damage incurred as a result of delay, transmission errors, technical failures or defects, breakdowns and tampering with or interference with the information provided and the services offered, or for any failure or delay in performance any applications or transactions using any Account. Similarly, we are not responsible for any loss or damage incurred as a result of delays, technical malfunctions or malfunctions of the Website, the Platform, your Account (including periods of maintenance work required by our systems).

## **19. UNDISPUTABILITY OF RECORDS**

19.1. Calculations and records in the Company's system in relation to the Platform and any Account, including, but not limited to, transaction histories and the balance of the Account displayed in the Personal Account, will be final and indisputable and will be binding on each User for all purposes. Each User agrees that such recordings are admissible evidence and further agrees to waive any right to object or challenge the admissibility, reliability, accuracy or authenticity of the content of such recordings solely on the basis that such recordings were created or output by a computer system or set forth in electronic form.

## **20. MISCELLANEOUS**

20.1. These Terms, including the Privacy Policy and the Risk Statement, constitute the entire and sole agreement between you and the Company with respect to the subject matter of these Terms and supersede all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed, canceled or modified, except as provided by the Company in this document. Neither these Terms nor any rights, obligations or remedies under the Agreement may be granted, transferred, delegated or sublicensed by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense will be void. No waiver by either party of any breach or default under this agreement shall be deemed a waiver of any prior or subsequent breach or default. Any heading, heading or section title contained in these Terms is included for convenience only and does not in any way define or explain any section or provision of these Terms.

20.2. The Russian translation is for reference only, in case of discrepancies between the English and Russian versions, the English version shall prevail.

## **21. GOVERNING LAW AND DISPUTES RESOLUTION**

21.1. These Terms are governed by the laws of the State of Delaware, USA.

21.2. Any dispute arising in connection with or in relation to these Terms or the Platform, including any question regarding its existence, validity or termination, shall be resolved by the parties through negotiations. If no agreement is reached, the dispute shall be referred to and finally resolved in accordance with the laws of the State of Delaware, USA, and/or other applicable law.