Please carefully read these Terms of Use ("Terms") before using our website https://easysolution.tech/ ("Website"), Platform, and our products, services provided via Website, Platform ("Products", "Services"). You agree to be bound by Terms, as well as all terms incorporated by reference, by accessing or using Website. If you disagree with any part of Terms, you must stop using our Website, Platform immediately.

Before registering at Website, you must read, agree with and accept all of Terms, our Privacy Policy, Cookies Policy, and any other policies, terms and rules allocated at Website. We understand that when you register and/or click a "Register" or another similar button on our Website, you agree to Terms, our Privacy Policy, Cookies Policy, and any other policies, terms and rules allocated at Website.

### **TERMS OF USE**

## 1. Definitions and Interpretations

- 1.1. In these Terms, the following terms have the meanings assigned to them as set forth below:
- "Affiliate" means with respect to any Person, an individual, corporation, partnership, firm, association, unincorporated organization, or other entity directly or indirectly controlling, controlled by, or under common control with such Person.
- "Agreement" means the agreement between you as an individual or a legal entity (where you act as a representative, or an owner or an ultimate beneficial owner) and us that is made up of the following documents: Terms, all the references in Terms, our Privacy Policy, Cookies Policy, and any other policies, terms and rules allocated at Website, elements of Website, when using Products, Services, Fees, Costs, any other addendum and other rules, terms, other documents designated by us to form part of the Agreement.
- "AML and CTF Requirements" mean any law related to money laundering, terrorism financing, proliferation of weapons of mass destruction, sanctions, tax evasion, fraud, bribery, corruption, the trafficking of arms, humans or wildlife, drugs, evasion of sanctions, slavery and any other financial crime regulation.
- "Authorised Person" means any person, authorized by you (where you act as a representative, or an owner or an ultimate beneficial owner of a legal entity) being our corporate client, to act on your behalf, to manage your Wallet, performing any other act in connection with the Agreement.
- "Card" means a plastic or virtual card owned by you which could be used on our Website. We are entitled to limit Cards' providers, categories acceptable for our Products, Services.

- "Confidential Information" means any information disclosed by one party ("Disclosing Party") to another party ("Receiving Party") unknown to the public (irrespective of its source or form of communication). Confidential information includes Wallet, Orders, Instructions transactions information, and any other information that cannot be seen publicly and cannot be obtained by third parties legally from other sources. By default, all the information shared between the Parties is treated confidential, given its nature and character, unless otherwise is defined by Agreement, the Disclosing Party or by the applicable law.
- "Confirmation" means Exchange confirmation (or similar) relating to Executed Order.
- "Costs" means costs, fees, charges, disbursements, and/or expenses incurred as a result of cryptoasset networks or blockchains underlying a cryptoasset, and the engagement of third-party service providers, including legal advisers, trustees, or any agent, delegate nominee, or custodian appointed by us.
- "cryptoasset" means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology
- "Cyber-attacks" includes, but without limitation, interventions by way of social engineering, Forks, phishing, hacking, smurfing, sybil attacks, distributed denial of service, malware, misinformation campaigns, spoofing, majority-mining, consensus-based or other mining attacks, double spending etc.
- "Encumbrances" means any pledge, suretyship, guarantee, mortgage, charge, lien or any other security, encumbrance over your fund, cryptoasset, whether imposed under an agreement, or regulations, or governmental authorities or enforcement of a judgment, which gives another person, institution a priority or advantage over creditors including any right of set-off.
- **"Exchange"** means market (not future, option) purchase, sale of cryptoasset, fund, related to cryptoasset/cryptoasset, cryptoasset/fund or fund/cryptoasset Order transactions, defined at the exchange time.
- "Executed Order" means the matching of two Orders at our Platform when they are executed. Till Executed Order, Order is treated as Open Order.
- "fund" means any asset that is a government-issued currency which is customarily used and accepted as a medium of exchange in its country or territory of issue. The list of fund currencies that we accept for Exchange, other Products, Services is defined and updated by us.
- "Force Majeure Event" means any event that is beyond our and your reasonable control and prevents us and you or delays us or you from performing the obligations under Agreement (earthquake, fire, explosion, flood, landslide, lightning, epidemics, pandemic, acts of war and terrorism, declared or undeclared, civil disorder, embargoes, natural disasters, failure or interruption in the Internet, cyber-attack, DDOS attacks, and similar Internet attacks that have

an adverse effect, adoption of or any change in applicable law etc.).

- "Fork" means a change in the existing source code or the creation of new or additional source code for a blockchain, that could result in more than one version of that cryptoasset, material changes in the function, value, name of that cryptoasset etc.
- "Hold" means the setting aside of cryptoassets allocated to Order.
- "Instruction" means your or Authorised Persontative's request for cryptoasset transfer from your Wallet to another address, defined by you in such a request.
- "IP Rights" means intellectual property rights of Company associated with intangible assets owned by Company.
- "Market Misconduct" means insider dealing, market manipulation, price rigging, prohibited transaction disclosure, false trading, any dishonorable or dishonest conduct, conduct which is consistent with just and equitable principles of trade or other activity which is defined as the market misconduct under this definition under the applicable law.
- "Market Order" means Order that is to buy or sell a specified quantity of cryptoasset at the best available price that is currently available for the relevant trading pair at Platform.
- "Order" means an order being a request to buy or sell a specified quantity of a base asset (fund or cryptoasset) for the counter asset (fund or cryptoasset) at the exchange rate defined by our Platform based on the available conditions, other information. List of types of cryptoasset/cryptoasset, fund/cryptoasset, cryptoasset/fund pairs allowed for Exchanges is defined by us. Order may be executed at a number of different prices, depending on the base asset amount specified, demand/proposal volumes and prices at the time when Open Order remains for execution. All the Orders are treated Market Orders.
- "Person" means an individual, partnership, limited partnership, corporation, limited liability company, joint-stock company, unincorporated organization or association, trust or joint venture, or other forms of a legal entity etc. Person also means the Person's representatives, successors, or permitted assigns.
- "Platform" means, collectively, our software platform, systems for Orders, Instructions execution, used at Website.
- "Product" means utility tokens that could be issued by us, and offered or could be offered on Website.
- "Proscribed Address" means (a) any blockchain address that appears in a list of addresses with which dealings are prohibited by the United Nations or another government agency or relevant authority under applicable law, or is part of a group of addresses that appears in such a list; and (b) an address stated on the United States of America Department of Treasury's Specially Designated Nationals list, without limiting the generality of this definition.

"Proscribed Person" means a person who appears to us to be (a) in violation of any AML and CTF Requirements of any jurisdiction; (b) on a list of persons with whom dealings are prohibited by the United Nations or another government agency or a regulatory authority under applicable law; or (c) acting on behalf of or for the benefit of any person described in paragraphs (a) or (b).

"Services" means the provision of our services, proposed on Website as described in Terms.

"User" means any Person using our Website.

"Wallet" means our software being cryptoassets wallet with the unique addresses that we provide to you, and that provides you with information about the cryptoassets that you own, as well as the ability to dispose of them in the system of ensuring the turnover of cryptoassets.

"Wallet Account" means functional part of our Platform allowing user to control her/his/its/they cryptoassets and to initiate Exchange, Instructions, use other our Products, Services, available through Website. For the purpose of Terms, the term Wallet account shall include personal cabinet and all respective personal data and user Wallet account data.

1.2. Other undefined terms and definitions that can be found in the text of Terms should be defined as set forth in appropriated provisions of Terms, and, if not, construed by the Parties in accordance with the law.

#### 1.3. Interpretations:

- 1) Headings are used in Terms exclusively for convenience and shall not affect the interpretation of Terms provisions.
- 2) In Terms, you and Company are referred to cumulatively as "Parties" and singularly as "Party".
- 3) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 4) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 5) Where the words include(s), including or in particular, are used in Terms, they are deemed to have the words "without limitation" following them.
- 6) Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 7) Terms and conditions of Agreement apply to you and any Authorized Person. You are responsible for ensuring that each Authorised Person complies with Agreement and for anything Authorised Person does in connection with Agreement.
- 8) Each Order, Instruction submitted by you, your Authorised Person, and all transactions are entered into, in reliance on the fact that Agreement forms a single agreement between you and us and neither you nor us would otherwise enter into any transactions.

### 2. Introductory provisions

- 2.1. These Terms ("Terms") govern the contractual relationship between Parties, Easytech Solutions s.r.o., registered under the law of Czech Republic, identification number 193 05 737, with the registered address: Chudenicka 1059/30, Hostival, 102 00 Prague 10 ("Company", "we", "us" or "our") and You as individual or a legal entity, as a client if you access, use our Products, Services ("you", "your").
- 2.2. These Terms govern your rights and obligations in connection with the use of Company's Products, Services, which are primarily available via Website, Platform. We offer Products, Services only to Persons being residents of countries, territories, defined and updated by us. We do not provide Products, Services to residents of countries, territories included into the list of restricted countries as set forth in Part 22 "Restricted Countries and Activities" of Terms.

Please note that, additionally, we do not provide Products, Services to the residents of the following countries: USA, China, South Korea. We are entitled to amend this list and add those ones, in which purchasing cryptographic tokens are not prohibited, restricted.

- 2.3. By accessing or using our Products, Services, you confirm that you have access to Terms (via allocation on Website) before using our Products, Services and that you have had enough time to carefully review them in advance and can easily copy them.
- 2.4. Terms is a public offer that includes standard, patterned terms and conditions. This offer is accepted when actions expressing your will are taken, such as beginning to access or use Products, Services via Website, registering at Website, indicating that you agree with Terms.
- 2.5. When applying to us for use of Products, Services through Website functionality, registering at Website, it implies the execution of a written agreement, equating due communications interchange via Website, and we affirm that we ensure the protection of the communication text and a signatory may be identified.
- 2.6. By accessing or using Products, Services, you confirm that Terms do not contain unexpected conditions, do not exclude your rights and possibilities that are commonly granted in similar agreements, do not establish other provisions that violate the principle of equality of parties, cause imbalance in the parties' interests, or are contrary to the criteria of reasonableness, good faith, and justice, and do not establish other provisions that violate the principle of equality of parties, cause imbalance in the parties' interests, or are contrary to the criteria of reasonableness, good faith.
- 2.7. We reserve the right, at our sole discretion and without previous particular notice to you, to update or modify these Terms at any time. Your continuing use of the Website confirms

your acceptance of the revised or modified Terms.

- 2.8. We reserve the right, in our sole discretion, to modify, suspend, or cancel Website, Platform, or any portion of Website, Platform, or Products, Services, and to block or prevent your future access to and use of Website, Platform.
- 2.9. These Terms do not alter the terms or conditions of any other agreement you may have with us.
- 2.10. We emphasize that Market Misconduct is strictly prohibited and can lead to severe consequences for users committing it. We state and guarantee that we do not commit Market Manipulation and carry our business only in line with high ethical standards and take appropriate measures against the threat of Market Misconduct.
- 2.13. These Terms govern your and our rights and obligations in connection with the use of Products, Services provided by us.
- 2.14. Products, Services provided by us are only intended for persons over the age of 18. Registering on Website, a user confirms that he, she is over 18 years of age. Using our Products, Services is prohibited for those, who are under 18 years of age. If you are under 18, stop using Website immediately. By registering on Website, you confirm all information provided is proper, accurate, and up to date. You are solely responsible for the accuracy, validity, and correctness of the information inserted on Website.
- 2.15. To get acquainted with the full scope of Products, Services, you can find them on Website.
- 2.16. The list of cryptoassets, funds allowed by us for Products, Services under Terms are defined and updated by us. When using our Platform you could see the allowed cryptoassets, fund.
- 2.17. You are required to comply with all our requirements related to Products, Services, namely, installing, updating, maintaining of software etc., and security procedures.
- 2.18. We do not pay interest on balances at Wallet. We do not provide fund / cryptoasset lending services under Agreement.
- 2.19. The place of Agreement execution shall be Czech Republic, Prague. Agreement shall be governed, construed, interpreted, and enforced in accordance with the law. You understand and recognize that the place of Products, Services providing is the Czech Republic, and that Products, Services are not provided in the country where you reside.
- 2.20. From time to time we could offer and implement other Products, Services to be proposed to users. For this purpose we could update these Terms or provide Products,

### 3. Services, Products description

- 3.1. We provide Wallet Account opening Services via our Website, as well as our Platform for Exchanges between users (if we allow such technical functionality), as well as between us and users.
- 3.2. On our Website you could use your Card.
- 3.2. We do not guarantee or accept responsibility for any cryptoasset values or rates. Transactions and holding of cryptoassets are high-risk activities due to the uncertainty, unpredictability, and fluctuation nature of cryptoasset. You agree to monitor any changes related to this activity, including, but not limited to, your Wallet state and balance.
- 3.3. Order, Instruction can only be submitted by you, via Website in the format defined in our Platform. Order, Instruction must adhere to the minimum, maximum values established by us or the applicable AML and CTF Requirements and, or our antifraud measures. You understand that in the case of Order, Instruction transfer for the thresholding amounts set by AML and CTF Requirements or our internal policies with reference to AML and CTF Requirements, we reserve the right not to execute Order, Instruction, until we receive some information, documents that satisfy us completely.
- 3.4. All decisions on whether to invest in, holding or dispose of any cryptoassets or to enter into any Order are yours. We are not responsible for any decision made by you.
- 3.5. We offer Products to you, which terms and conditions are detailed at Website.
- 3.6. The Products are for use in access to and use in smart contracts set forth in Part 10.
- 3.7. We may issue Products from time to time in various volumes necessary for smart contracts. Issuances may be at different prices, including discounted sales, promotional giveaways or reserves for future issuance.

#### 4. Wallet Services

4.1. To set up Wallet Services, as well as for "know your customer" checks, and fulfillment of AML and CTF requirements and all applicable law, you must successfully complete the verification procedure, set up your Wallet, and provide us with the information and documentation we require. Your information and documents must be complete, correct, and up to date. You agree that we are entitled to verify, append the information you provide to us, obtain information on you ourselves or from third parties, for the up-to-date maintenance of our records, or to comply with applicable regulations, internal policies etc. If at any time we believe that your information or document is incomplete, outdated or inaccurate, we are

entitled to contact you and request further information, documents. Failure in information or document providing may result in affecting your right to use the Services.

- 4.2. You must demonstrate that you are a legal person before appointing an Authorised Person and provide us with Wallet account operating authorization data for that Authorised Person. You shall procure that you, your Authorized Persons are not Proscribed Persons. We will operate on Wallet account operating authority and in accordance with it until you change (by removing or adding Authorised Persons) or cancel it. We are entitled to rely on any Instructions, Orders and/or (other) instructions given or purported to be given by Authorised Person in accordance with the authority.
- 4.3. Our Website provides you with the algorithm of Wallet setting-up actions. You will be solely and absolutely responsible for the safe storage, back-up and use of your password and your email safety.
- 4.4. In the event of unauthorized access to your Wallet account or any other security breach, please tell us immediately through email <a href="mailto:crypto.user@easytech.com">crypto.user@easytech.com</a>. Furthermore, upon request, you agree to submit all proof of such unlawful access. If you do not contact us, we will not be liable for any damage you suffer as a result of another person abusing your login information. That is, you are solely responsible for the loss of access to your account or unlawful access to the personal account by another person.
- 4.5. Without limiting our other rights or obligations under Terms, and subject to applicable law:
  - 1) you may transfer cryptoasset or fund to us in connection with the Exchange, Fees, Costs:
  - 2) you may request that we transfer cryptoasset from your Wallet to the another digital address, that is compatible with the relevant cryptoasset, and that you control, in accordance with your Instructions, and subject to our discretion to accept or reject Instructions; and (ii) our determination that the external digital address is not Proscribed Address;
  - 3) we may deduct from your Wallet account any Fees and Costs, as well as any payments in respect of Order and other payments due under Terms.
- 4.6. You must not transfer cryptoasset, fund to us unless you are the lawful, legal and beneficial owner of such cryptoasset, fund, you have the absolute right to sell, assign, convey, transfer and deliver cryptoasset, fund; cryptoasset, fund is free of any Encumbrance.
- 4.7. A transfer of cryptoasset from your Wallet to another digital address is not complete until we confirm it, and a pending transfer of cryptoasset will be marked as a pending transaction in your Wallet account.
- 4.8. You authorize us to take Orders, Instructions from you or any Authorised Person. You

confirm that each Authorised Person has the authority to act on your behalf. You will ensure that each of your Authorised Persons comply with any reasonable requirements we impose in relation to Orders, Instructions and any applicable law. You agree that we, at our discretion, could make a check whether your Authorised Person is duly authorized for a particular Order, Instruction initiation.

# 5. Exchange Services

- 5.1. You may purchase, sell cryptoasset by exchanging available funds at you account opened with a proper financial institution, Card, or cryptoassets on your Wallet account. Purchased cryptoasset will be added to your Wallet account as soon as cryptoasset exchange from available cryptoassets on your Wallet account, funds at you account opened with a proper financial institution, Card, has been confirmed by the cryptoasset network and upon our Confirmation.
- 5.2. For Exchange the only placing Market Orders are accepted at our Platform as of now.
- 5.3. For Order execution you must have enough balance of the relevant cryptoasset, or fund, free of any Encumbrances or other limitations, for covering the total value of the Order and any Fees, Costs. When you place Order, the quantity of the relevant cryptoasset will be put on Hold in your Wallet account until that Order is executed, refused or canceled, or the quantity of the relevant fund shall be transferred to our account before we transfer you cryptoasset.
- 5.4. When you initiate Order it is treated Open Order, when your Open Order matches with Open Order of another user or ours, your Order becomes Executed Order and we send Confirmation related to your Order via our Platform.
- 5.5. We use our reasonable endeavors to execute Orders, but we do not guarantee that Orders will be wholly or partially executed or will be executed by a certain time. Partially exercised Orders may not be canceled or reversed on the basis that Orders have not been wholly exercised. We are not responsible for any delays due to a Force Majeure Event, market factors, our own verification or authorisation processes or any other reason whatsoever, nor for executing Order before processing any cancellation or amendment that you may send to us.
- 5.6. For each Executed Order, we perform the role of the calculation agent. The calculation agent is responsible for:
  - 1) computing the Fees, Costs and any rates, amounts, periods, and dates (including modifications to any of them), in accordance with Confirmation;
  - 2) providing notice of such Fees, Costs, rates, amounts, periods, and dates;
  - 3) determining the value of any cryptoasset expressed in relation to another cryptoasset

- or in relation to fund:
- 4) effecting or calculating any cryptoasset conversion required or desirable for the purposes of any Executed Order;
- 5) calculating any netting or set-off.
- 5.7. In the absence of manifest error, the calculating agent's computations and decisions are final and binding on you. They will be applied in accordance with the methodology we determine in good faith and at our discretion.
- 5.8. We will calculate a net amount in respect of all amounts payable on the same date in the same cryptoasset, fund in respect of two or more Executed Orders to which you are a party, regardless of whether such amounts are payable in respect of the same Executed Order.
- 5.9. Without limiting any other provision of Agreement, you are solely responsible for (a) the submission of Order and the performance of Executed Order; and (b) you are solely responsible for complying with all notification requirements and other reporting obligations relating to Executed Orders under applicable law.

### 6. Orders Refusal, Cancellation

- 6.1. We could refuse, cancel Order without execution if:
  - 1) you have no enough funds for its execution on your account opened with a proper financial institution, or there is Encumbrance over such amounts; or
  - 2) it contains errors on different parameters; or
  - 3) we treat that Order has expired, because of lack of the transaction executing within the short time defined by us, and if this Order is not reconfirmed at that time; or
  - 4) the basis for any price for the relevant cryptoasset has immediately changed and this Order has not been reconfirmed; or
  - 5) we are not capable to execute it on terms specified by you in Order or technical issues or other preventing circumstances occurred; or
  - 6) cryptoassets are the subject of a trading halt and Order has not been reconfirmed; or
  - 7) we believe that Order execution could result in a breach of any applicable law or involves Market Misconduct or if Order execution is prohibited by sanctions list, AML and CTF Requirements etc. or could result in a fraudulent transaction; or
  - 8) you fail to provide any information requested by us in respect of Order, or where required to do so in compliance with Agreement, applicable law; or
  - 9) particular cryptoasset is no longer available, or fund has not paid to us, for the purposes of Exchange; or
  - 10) other reasons that could occur and create a condition for Order refusal, cancellation.
- 6.2. We shall not be liable for any losses or expenses you may incur because of our refusal, cancellation of Order.

# 7. Cryptoasset Transfer Payments, Deliveries

- 7.1. We shall accept Instruction and fulfill the cryptoasset transfer from your Wallet to the another digital address specified in your Instruction, provided that the amount of the cryptoasset balance on Wallet is sufficient to fulfill your Instruction.
- 7.2. It is your obligation to give us the accurate digital address information when you initiate Instruction. For example, if you supply us with erroneous digital address details or are unable to access the digital address provided, your cryptoasset may be permanently lost, and we accept no responsibility or liability for any losses you incur.
- 7.3. In case of incoming cryptoasset transfers we shall credit cryptoassets to Wallet within the terms and in compliance with the procedure established by our internal regulations and Terms.
- 7.4. You must immediately refund any cryptoasset that has been mistakenly credited to your Wallet account. This mistake could arise for a variety of reasons, including, but not limited to, incorrect recipient address, account, technical glitch, other technical, process difficulties, third-party attacks, activities, and so on. We reserve the right, without prior warning, to debit your Wallet for cryptoassets incorrectly credited to your Wallet.

#### 8. Transfer Instructions Refusal

- 8.1. We are entitled to refuse execution of your Instruction in the following cases:
  - 1) it contains errors on various parameters; or
  - if an Instruction is executed in violation of the requirements of our internal procedures, the applicable laws, decision of a governmental agency, judge decision;
  - 3) if an initiating transfer is in breach of the Wallet regime defined by our internal policies, procedures, the applicable laws; or
  - 4) if the balance on the Wallet is not sufficient to fulfill Instruction and to pay for Products, Services; or
  - 5) in other cases, provided by the applicable laws, internal policies, procedures, in particular, but not limited to, in cases defined in the AML and CTF Requirements;
  - 6) technical issues or other preventing circumstances occurred;
  - 7) in other cases set forth in Agreement or required by applicable law.
- 8.2. We are entitled to put on pause Instruction fulfillment for clarification to ensure that the circumstances for refusal do not exist.

8.3. We are entitled to put on pause for clarification, reject execution of crediting incoming of cryptoasset transfers to Wallet in cases provided by applicable law, in particular in cases outlined in the AML and CTF Requirements, as well as our internal procedures.

#### 9. Taxes

- 9.1. It is solely your responsibility to determine whether and to what extent any taxes apply to any transactions associated with your receipt or transfer of cryptoasset and/or Orders, Instructions you conduct, as well as to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Website provides access to your transactions history. We are not required to, and will not, decide if and to what extent taxes apply, or calculate, collect, report, or remit any taxes arising from any of your transactions to any tax authority.
- 9.2. If any applicable law requires you to deduct any tax from a payment to us, you must raise the amount payable such that we receive the amount we would have received if no deduction was required.
- 9.3. We may be required to withhold payments from you and remit them to a government agency. If any relevant government agency requires us to deduct or withhold any payment owed to you at any time, you agree to immediately reimburse us for the amount of any such deduction or withholding. You will hold us harmless for any losses we experience or incur as a result of such deduction or withholding.
- 9.4. You must file or cause to be filed all required tax returns and reports on time, and you must pay or cause to be paid all applicable taxes. We are not responsible for any taxation agency or reporting duties associated with your filing or payment of taxes.

#### 10. Our Platform

- 10.1. Our Platform enables you to acquire or dispose of cryptoassets by using your Wallet account, in accordance with Agreement. Your Wallet account will list which order books are available to you. Our Platform is available during trading hours defined by us. Our Platform allows allocation of or has references to various smart contracts.
- 10.2. Our Platform may not be available at certain times. In particular, there may be some downtime when use of our Platform will be restricted or not possible. For the following circumstances, we may occasionally shut down our Platform or access to our Platform via Website, as well as disrupt any automatic functions: (a) planned system and software maintenance; (b) unscheduled emergency maintenance; (c) any other event that we consider requires suspension of Exchange.
- 10.3. When Exchange is initiated by you, Order will be displayed on our Platform. You may

cancel Order that you have submitted at any time before it is executed. If you use your cryptoassets in smart contracts, our Platform will perform proper algorithms, in line with the terms and conditions of the smart contract you accepted.

- 10.4. To execute Orders, our Platform is used, which matches Open Orders, based on the price and time that the Orders are placed, and earlier Orders at the same price take priority over later Orders. Any Open Order may be matched with one or more Open Orders at the same price.
- 10.5. Our Platform will settle Executed Orders and associated Fees, Costs in full, without set off, counterclaim, or deduction or withholding, unless the deduction or withholding is required by applicable law.
- 10.6. Executed Orders will be settled as soon as possible after execution and our Confirmation.
- 10.7. Our Platform's settlement of Executed Orders is final and will not be reversed unless:
  - 1) we are required to do so by any applicable law;
  - 2) we are entitled to do so under Terms; or
  - 3) mis-execution has occurred or Orders do not occur as specified in Terms due to a technical or other error.
- 10.8. We are entitled to fix minimum and maximum Order values for Exchange.
- 10.9. By using our Platform, you acknowledge that we may act as agent or principal in relation to any Order you submit.

### 11. Contractual Debiting, Netting, Set-off, Lien

11.1. You authorize us to debit your Wallet account in cryptoasset for Orders, Instructions execution, as well as for payment of actual indebtedness, Fees, Costs (which is calculated by us or our partners, vendors engaged in providing Products, Services to you, or in cryptoasset other than the indebtedness in the amounts equivalent to the amounts in cryptoasset of actual indebtedness, and all our Fees, Costs, which are for Exchange purpose or related to other Products, Services. In cases cryptoasset debited by us from your Wallet account differs from the cryptoasset of your actual indebtedness, Fees, Costs (which is calculated by us or our partners, vendors engaged in providing Products, Services to you), for repayment of such indebtedness, Fees, Costs, you authorize us to perform a proper cryptoasset sale, purchase for your account and at market rate defined by us, in the amount necessary for repayment of such indebtedness, Fees, Costs.

- 11.2. Parties hereby agree that if there are insufficient cryptoassets on Wallet account to fulfill your Orders, Instructions and to discharge your existing indebtedness, pay Fees, Costs (which is calculated by us or our partners, vendors engaged in providing Products, Services to you) to us or our partners, vendors engaged in providing Products, Services to you, we shall be entitled first priority to debit (make contractual withdrawal) Wallet account as soon as cryptoassets are available on Wallet account in order to discharge your existing indebtedness, Fees, Costs to us, our partners, vendors engaged in providing Products, Services to you, and, when there are not sufficient cryptoassets on Wallet account, return Orders, Instructions to you as non-fulfilled in connection with insufficiency of amount of cryptoassets required for such transactions.
- 11.3. If you or we have payment and delivery obligations in the same cryptoasset in respect of two or more Orders on any given day, we may choose to provide such cryptoasset on a net basis so that such obligations are immediately satisfied and discharged. If, in relation to the same cryptoasset, the aggregate amount payable by one Party exceeds the aggregate amount payable by other Party, such payment and delivery obligations will be replaced by an obligation on Party payable the larger aggregate amount to pay to other Party the excess of the larger aggregate amount over the smaller aggregate amount.
- 11.4. We may set off any amount we owe you against any amount you owe us, our partners, vendors engaged in providing Products, Services to you.
- 11.5. We are entitled to exercise a lien over any or all of your property that is in or comes into our possession or control for any reason, except that this lien does not apply to any property that may give rise to any need to disclose an interest on our part. We reserve the right to sell such property and apply the proceeds of sale, less reasonable costs, to satisfy any amount you owe us, our partners, vendors engaged in providing Products, Services to you.

#### 12. Records

- 12.1. All records about Instructions, Orders, smart contracts execution, performance, provided by us in connection with the Products, Services are for your information only. If there is inconsistency between the information available on Website, and the information in our records, the information in our records will prevail unless there is a manifest error.
- 12.2. You may access your Wallet transactions history and records on Website. You are responsible for checking the records for errors. You must report any mistaken or unauthorized Orders, Instructions, smart contracts execution, performance, to us as soon as possible. If you do not report such Orders, Instructions, smart contracts execution, performance, to us within three days of the date of Order, Instruction, smart contract execution, performance, we may treat it as correct.
- 12.3. You acknowledge and agree that in case of any dispute arising in connection with Agreement, our records relating to your use of the Products, Services shall form evidence.

### 13. Fees, Costs

- 13.1. You must pay the fees, charges, commissions, and costs listed by us on <a href="https://easysolution.tech/">https://easysolution.tech/</a> of Website, as well as those charged by our vendors, partners engaged by us for Products, Services providing ("Fees", "Costs"), or as otherwise notified in writing by us. We reserve the right to change Fees, Costs from time to time. The information of Fees, Costs update will be allocated at Website and/or informed otherwise.
- 13.2. By Terms we do not provide the services of banking accounts opening, maintenance and closing, nor process the payments to and from your fund account, but we could initiate the direct debit payments of the indebtedness you owe us and could apply to a proper financial institution where your funds accounts are opened. You authorize us for such direct debit rights which are irrevocable without our consent. For the avoidance of doubt, we do not conduct or provide any currency exchange services from one fund to another fund.
- 13.3. We are responsible for Fees, Costs calculation and accrual.

## 14. Referral program

- 14.1. We may provide a referral program for our users from time to time, which is a type of affiliation in which you may suggest other users to use our Products, Services for proper incentive, profit as set forth at Website, that is paid as a reward every time they use your unique referral link. More information and facts about our referral program can be found on our Website.
- 14.2. Our Platform contains various incentives based on our referral program. Your Wallet dashboard or other fields could also contain details of our referral program.

## 15. Smart contracts. Staking

- 15.1. You acknowledge and agree that we could allocate at the Website various smart contracts, or links to them, which terms and conditions are detailed separately at Website or at the proper links. Within such smart contracts, if you accept them, you accept and agree that we may freeze, block your cryptoassets, perform other actions for the smart contracts execution and performance. Smart contracts could be proposed by us or by third parties. Should you accept smart contracts terms and conditions, you authorize the parties to such smart contracts, us among them, for the performance of the rights and obligations, terms and conditions set forth in the smart contracts.
- 15.2. We could propose staking in respect cryptoassets via smart contracts or otherwise, and

you could choose staking conditions via Webpage among those proposed by us. If you accept staking appropriate conditions, you authorize us and we are entitled to manage your cryptoasset (with exercising the validation rights and/or voting rights etc.) for staking purpose, in line with the applicable laws and our internal procedures, plans. We undertake to follow the staking conditions offered by us and accepted by you. If you accept staking terms and conditions proposed, you agree that your cryptoassets could be frozen etc. for the defined term/s and you could not freely transfer or exchange them.

## 16. Rights and Obligations

16.1. You and your Authorized Persons are responsible for keeping your log-in/password/access details etc. confidential.

### 16.2. You and we shall not:

- 1) engage in Market Misconduct;
- 2) provide false, inaccurate, incomplete or misleading information;
- 3) use Products, Services to perform illegal, unlawful or immoral activities;
- 4) use the Products, Services to upload content that contains or is infected with viruses, malicious codes etc., distribute any unsolicited or unauthorized advertising, promotional or marketing material etc., disassemble, decompile, reverse-engineer;
- 5) take any action that imposes an unreasonable large burden or load on Website infrastructure, and interfere with data or information belonging to other users of Products, Services.
- 16.3. You shall inform us immediately if Authorized Person occurs to be Proscribed Person, if the address in your Instruction occurs to be Proscribed Address.
- 16.4. We are entitled to block, put on Hold (meaning to limit your right of withdrawal, transfer, exchange etc.) some amounts of cryptoasset, fund at Wallet account in the following cases:
  - 1) if such blocking, Hold is needed for processing of Order, Instruction;
  - 2) if Authorized Person occurs to be Proscribed Person, if the address in your Instruction occurs to be Proscribed Address;
  - 3) If a technical error, glitch or another technical, fraudulent or another reason, any failure occur when Order or Instruction is performed, or if Order or Instruction is performed beyond the transaction sense;
  - 4) if there is an uncertainty regarding indebtedness (potential indebtedness) amount towards us or our partners, vendors engaged in providing Products, Services to you, or there is a dispute between you and us regarding indebtedness amount or settlement of debts in such case we are entitled to block the maximum buffer amount, calculated by us, at your Wallet account for possible indebtedness, settlement

- coverage which could occur;
- 5) if we are concerned about security of your Wallet;
- 6) if any indebtedness occurred or threaten to be occurred towards us, or our partners, vendors engaged in providing Products, Services to you;
- 7) if we believe that a transaction is potentially suspicious or illegal;
- 8) if Order or Instruction is initiated, executed in violation of the requirements of our internal procedures, the applicable laws; or
- 9) in other cases, provided by the applicable laws, internal policies, procedures, in particular, but not limited to, in cases defined in the AML and CTF Requirements.
- 16.4. If a threat of withdrawal, foreclosure of blocked, Hold amounts occurs, we are entitled to transfer the blocked, Hold amounts to our wallets, accounts, for keeping in trust, till termination of the reason for which such blocking, Hold right occurred.
- 16.5. If technical issues or other conditions make it impossible or difficult for you to submit or cancel Order, Instructions or use our Platform; or if we believe that intervention is required to preserve fair, efficient, and orderly trading on our Platform, we may take any measure necessary to protect our Platform's integrity, which could include:
  - 1) disabling or restricting access to Wallet Account;
  - 2) restricting access via Website;
  - 3) prohibiting the submission of Orders, Instructions;
  - 4) restricting your access or use of our Platform;
  - 5) any other action to be in the best interests of our Platform.

### 17. Representations and warranties

- 17.1. By registering at our Website you represent and warrant the following (but not limited to):
  - 1) you are at least 18 years old if you are an individual;
  - if you are a legal entity, you are duly incorporated and/or organized under the applicable law, all the proper corporate and other authorizations have been duly received;
  - 3) you are the sole ultimate beneficial owner of your Wallet Account and are not acting on behalf of another individual, legal entity;
  - 4) you are not currently already registered as a user of our Platform or Products, Services;
  - 5) you are not located in, under the control of, or a national or resident of any international sanctioned countries;
  - 6) any device used by you or any of your Authorised Persons, is not jailbroken;
  - 7) you have not concealed any information that could have caused us to refuse to enter into, perform Agreement with you;

- 8) neither you nor any assets you control are immune from court jurisdiction or legal procedure in any location;
- 9) you are not a resident or tax resident of, and have no other relevant connection with, any jurisdiction where entering into or performing your obligations under these Terms or the delivery, holding, use, or exchange of cryptoassets is unlawful or restricted in any way, or requires any kind of licensing, registration, or approval;
- 10) you are the beneficial owner of any cryptoasset or fund subject to the Agreement and constitutes the subject matter of Products, Services;
- 11) the information and documents you provided are true, accurate, and up to date, and will remain true, accurate, and up to date throughout the term of Agreement;
- 12) your obligations under the Agreement are valid, binding and enforceable and it will not be in breach of any applicable law, agreement, court decision etc., by entering into or complying with obligations or exercising rights under Agreement or any Order, Instruction;
- 13) If you are a legal person, the person who enters into Agreement on your behalf is properly authorized to do so, as is any person who represents you in respect to any Order, Instruction;
- 14) you, any Authorised Person, any person who controls you and any person for whom you act, as applicable, is not a Proscribed Person;
- 15) you understand the nature of Agreement and accept the risks associated with it:
- 16) you are capable of assuming, and do assume, all risks associated with Agreement and any Order, Instruction;
- 17) You engage into Agreement and submit each Order, Instruction as principal, not as an agent for another person, as trustee of any trust, or on behalf of, or for the benefit of, another person. Without limiting the generality of the preceding sentence, no Authorised Person has any interest in your Wallet account or any Order, Instruction.
- 18) in connection with Agreement or any Order, Instruction, you are not relying on any communication from us as advice (whether written or oral), and we are not an advisor to you.
- 19) whenever you give or procure the delivery of cryptoasset, fund to us in connection with Order or otherwise, you have the absolute right to sell, assign, convey, transfer, and transmit such cryptoasset, fund, and you are deemed to confirm that it is fully paid and free of any Encumbrance;
- 20) no action, suit, or proceeding at law or in equity is pending or, to your knowledge, threatened against you before any court, arbitrage, government agency, that is likely to affect the legality, validity, or enforceability of you or Agreement or your ability to perform your obligations under Agreement.

## 17.2 Repetition of representations and warranties

You repeat the representations and warranties set out above every time you:

- (a) submit an Order;
- (b) give an Instruction; or

(c) otherwise operate your Wallet account or use our Products, Services.

#### 18. Disclaimers

- 18.1. You use our Products, Services at your own risk and subject, but not limited, to the disclaimers stated below and other clauses of these Terms:
- 18.1.1 You acknowledge the substantial risks associated with cryptoasset.
- 18.1.2. You understand and agree that the cryptoassets are potentially exposed to legal and regulatory risks, the regime of cryptoassets could be changed by regulations in different jurisdictions, as of now it is impossible to predict their effect.
- 18.1.3. Company is not authorized or regulated by any financial authority and does not give any financial, tax, employment, legal, or investment advice. You agree that Company shall not be or be deemed to be, your financial advisor or fiduciary. You understand that any decisions made are your sole and exclusive risk.
- 18.1.4. You understand and accept the risks, that cryptoassets may be subject to Forks or attacks on the security, integrity or operation of networks, which are beyond our control, that could impact price / value of a cryptoasset, lead to the network / platform shutdown. You agree that in the case of Fork we could temporarily suspend any access to the Products, Services.
- 18.1.5. cryptoasset trading and holding is a high-risky engagement and you confirm that you are aware of and acknowledge this and act at your own discretion considering and estimating, without limitation, your personal skills, market conditions, and your financial state. Neither we nor our relative third parties shall be held liable in that regard for any of your activities outcomes resulting from your use of the Products, Services. cryptoasset is not a legal tender, may not be backed by physical assets or guaranteed by a government, some of them may not circulate freely or widely, loss or stolen cryptoassets generally will not be reversible, and you understand it all. You also understand and take a risk of cryptoassets unpredicted very high volatility within short period of time, and that the value of a cryptoasset may be completely and permanent lost if the market for this cryptoasset disappears, inability to sell cryptoasset because of lack of liquidity or restrictions / control of governmental authorities.
- 18.1.6. You also understand that cryptoassets rely on various types of distributed ledger technology, some of which is open source software that is built upon experimental technology blockchain, and you take the risk of cryptoassets technical flaws in the technology, targeting by malicious persons, fraud or Cyber-Attack, changes in the consensus protocol or algorithms etc.

- 18.1.7. You acknowledge and accept the risk of any Orders, Instructions being unauthorized or given by an unauthorized person, the risk that the Order, Instruction could be processed twice if you send the same Orders, Instructions in different forms and the risk that any information sent by electronic means cannot be guaranteed to be secure or free from virus or delay.
- 18.1.8. You acknowledge and agree that (a) our representations and warranties contained in Terms are the sole and exclusive our representations and warranties in connection with the Products, Services contemplated by these Terms, (b) all representations and warranties, express or implied, of any nature whatsoever, other than those specifically set forth in these Terms are specifically disclaimed, and (c) any data, information or any other materials or information provided or addressed to you or your representatives are not and shall not be deemed to be or to include representations or warranties.
- 18.1.9. Products, Services, data, tools on Website, Platform are provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, we, on our own behalf and on behalf of our Affiliates and our and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to Products, Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of a course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and makes no representation of any kind that Products, Services will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or Products, Services operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected. We make a decision ourselves when to update information on Website. To the maximum extent permitted by the law, we provide no expressed or implied warranties of accuracy, compatibility, reliability, wholeness, integrity, and the usefulness of our Website. Any reliance you place on such information is therefore strictly at your own risk.
- 18.1.10. While we use reasonable endeavors to ensure that Website are secure and free of errors, viruses and other malware, we do not warrant or guarantee in that regard. Users take responsibility for their own security, that of their personal details and their computers, and any other potential or obvious risks. You commit yourself to notify us immediately of any unauthorized access to your Wallet, Card account or any other breach of security.
- 18.1.11. You acknowledge and agree that the relationship between you and us set forth in Agreement or connected with it do not create any fiduciary, trustee or equivalent duties on our part in your favor, there are no duties that would oblige us to take more responsibilities than those set out in Agreement. Agreement does not create any kind of partnership, joint venture, advisor, agency or trustee relationship or any similar relationship between you and us.

- 18.1.12. You understand and agree that we may receive requests, notices from tax and other authorities and may be required to provide certain information about your Wallet, Orders, Instructions.
- 18.1.13. On our Website we include or may include the references or links to the third parties' websites. These references or links are or may be declared, published and exposed/displayed on our Website solely for general information and your reference purpose. We, thus, do not control outbound websites, apps, nor take responsibility for their content. We are not responsible for any hyperlinked Internet sites through Terms or Website, and are not responsible for any losses incurred in connection with those sites.
- 18.1.14. You understand that, if a transaction is made in any cryptoasset issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, some restrictions, deductions could be imposed by governmental authorities related to exchange controls, moratoriums or other actions imposed. Given this, before Orders, Instructions submission you should satisfy yourself about any relevant rules or laws.
- 18.1.15. To the maximum extent permitted by applicable law, in no event shall we or third parties engaged by us be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use Products, Services, third-party software and/or third-party hardware used with Products, Services, or otherwise in connection with any provision of Agreement), even if we or any third parties engaged by us has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.
- 18.1.16. All rights that are not expressly granted under Agreement are reserved. Thus, you are prohibited from using Products, Services in any manner that is not expressly and unambiguously authorized by Terms.

By using Website, Platform, you hereby consent to our disclaimers contained in Terms.

# 19. Intellectual Property

- 19.1. You acknowledge and agree that Company is the sole owner (except to the extent owned by third-party licensors, including any third party technology providers) of all rights, titles, and interests to the IP Rights. You shall not obtain any rights in or to the IP Rights except those limited rights licensed to you by Company. By using Website, Platform, you realize and accept that such content is protected by copyright, trademarks, and any other intellectual property rights.
- 19.2. Unless uploaded by users, all content on our Website is the property of and controlled or operated by Company and/or other relevant third parties (our partners, service vendors,

providers, agents etc.), whether registered or unregistered. Such content means, but not limited to, text, images, logos, trademarks, graphics, designs, software, data compilations, audio, video, page layout, and any other form of information capable of being stored in a computer and any other device that appears on or forms a part of this Website.

19.3. By using the Website, Platform, you acknowledge and agree that the content is protected by copyright, trademarks, and other intellectual property rights. Nothing on our Website, Platform should be interpreted as granting, by implication, estoppel, or otherwise, any license or right to use any logo, trademark, or service mark displayed on our Website without the prior written approval of the owner.

#### 19.4. You must not:

- 1) alter, maintain, enhance or otherwise modify Website, Platform;
- 2) disassemble, decompile, reverse-engineer, bug fix, correct, update, transfer, broadcast or create derivative works based on Website, Platform; nor
- 3) otherwise take express action to discover any equivalent of Website, Platform.
- 19.5. Subject to your compliance with Terms, you are granted a limited, revocable, non-exclusive, royalty-free, and non-transferable license to access and use Website, Platform during Agreement validity term for the purposes set out in, and in a manner consistent with Agreement.

### 20. Limitation of Liability

- 20.1. We will not be held liable to you in respect of any losses in connection with our Website, Platform, Products, Services, Agreement, arising out of Force Majeure Event. You will not be held liable to us in respect of any losses in connection with Agreement, arising out of Force Majeure Event.
- 20.2. Notwithstanding any damages that you might incur, the entire liability of Company, and any third parties engaged by us, and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you through the Services.
- 20.3. Nothing in Terms shall or shall be construed to exclude or limit either Party's liability for:
  - 1) fraud or fraudulent misrepresentation, or
  - 2) Market Manipulation, or
  - 3) death or personal injury caused by its negligence, or
  - 4) any other liability that cannot be excluded or limited by the applicable law, or
  - 5) any of liabilities in any way that is not permitted under the law.

- 20.4. To the maximum extent permitted by law, we and our relevant third parties engaged by us, accept no liability to you in connection with Website, Platform, Products, Services for any of the following, including but not limited to:
  - 1) Loss or corruption of any data, database or software;
  - 2) Any business or commercial losses, such as loss of profits, income, revenue, anticipated savings, contracts, or commercial opportunities;
  - 3) Any special, direct or indirect, incidental, punitive or consequential loss or damage;
  - 4) Any errors in the content of our Website, Platform, any delay, disruption, failure, non-availability, or suspension of work of our Website, Platform;
  - 5) Your action or inaction on our Website, Platform, any deals made through our Website, Platform;
  - 6) Any other losses or damage that may be incurred through using this Website, Platform, content, Products, Services rendered through this Website, Platform.

### 21. Third Parties, Links to Other Websites

- 21.1. We use or may use facilities of the other relevant third parties (Affiliates, our vendors, partners, contractors, agents etc.), in order to provide our Products, Services to you.
- 21.2. We have the right to engage third parties (Affiliates, our vendors, partners, contractors, agents etc.) to provide Products, Services to you, support Products, Services, or meet requirements of our internal rules and applicable law.
- 21.3. Third-party services and links are made available to you in the cases specified in Agreement, when they are relevant to Products, Services, or for your convenience. You understand and accept that we are not liable for any such third-party services, including their completeness, timeliness, correctness, legality, validity, and quality. We are only responsible for using reasonable care in selecting such a party.
- 21.4. Our Products, Services may contain links to third-party websites or services that are not owned or controlled by us.
- 21.5. We have no control over, and accept no responsibility for, any third-party websites or services' content, privacy policies, or practices. You also acknowledge and agree that we will not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, Products, or Services available on or through any such web sites or Products, Services.
- 21.6. We strongly advise you to read terms and conditions and privacy policies of any third-party websites or services you visit.

### 22. Restricted Countries and Activities

- 22.1. We strictly follow the rules of national and international sanctions. We do not provide Products, Services to users of sanctioned countries according to the up-to-date lists of the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, the United Nations (UN), the EU, and the Republic of Seychelles etc. The list of countries is subject to change.
- 22.2. Users of Website, Platform are strictly prohibited from engaging in the following actions, including those prohibited by other provisions of Terms:
  - 1) in any way that are related to money laundering, drug trafficking, terrorist activities, fraudulent activities, criminal activities, or any other illegal activities;
  - 2) any of the business activities detailed in our list of activities that fall outside of our risk appetite and we do not serve as per our AML and CTF Policy;
  - 3) actions that will or may violate the copyright, privacy, property, and other rights or interests of other users of this Website, Platform, third parties;
  - 4) actions that may cause inconvenience, financial loss or other damage to other users of Website, Platform;
  - 5) false statements when using Website to register Wallet Account or for any other purpose;
  - 6) insulting or harassing or the usage of any language that may be offensive or a discrimination against the other users of the Website our employees, representatives;
  - 7) infringement of any IP rights;
  - 8) illegal use of email addresses, passwords or other personal information;
  - 9) that in any manner damage or may damage our good name and repute;
  - 10) that may interrupt the operation of Website, Platform, including but not limited to the security and safety features, or interfere with the provision of our Products, Services.
  - 11) which are harmful, unlawful, illegal, abusive, or in breach of Agreement and any applicable law.

#### 23. Indemnification

- 23.1. You agree to defend, hold harmless and hereby indemnify us and our relevant third parties (our partners, vendors, service providers, agents etc.) from and against any loss, damage, cost, claim, proceeding, penalty, fine or expense, including legal fees, incurred by or suffered by us, which arises out of, or relates to, directly or indirectly:
  - 1) your use of Website, Platform;
  - your failure to fully and timely perform any of your obligations under Agreement, including non-performance of your obligations with respect to any usage of Products, Services;
  - 3) any of your representations or warranties made hereunder being, at any time, untrue or incorrect;
  - 4) any violation by you of any law, rule, regulation, or the rights of any third party.

# 24. Suspension, Termination

- 24.1. We may terminate or suspend your access to Products, Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach Agreement.
- 24.2. Upon termination, your right to use Products, Services will cease immediately.
- 24.3. You are entitled to unilaterally terminate the relations with us in case of no your indebtedness towards us and our partners, vendors engaged in providing Products, Services to you.
- 24.4. All provisions of Agreement, which by their nature should survive termination shall survive termination, including, without limitation, clauses of intellectual property, disclaimers, indemnity, limitation of liability, confidentiality, contractual debiting, netting, set-off, lien, taxes.
- 24.5. If you avoid, refuse to submit or fail to submit satisfactorily the information, documents required by us with the reference to AML and CTF Requirements, other regulation or policies, at our request and within the specified time limits, we may, in accordance with internal policies and internal control procedures, refuse to execute Orders, Instructions and terminate the transactions or business relationship with you. In such case we shall not be responsible to you for the non-fulfilment of contractual obligations and for the damage caused in the course of performing the duties and actions specified in this clause. Immunity from legal proceedings shall also apply to our directors, other employees, designated representatives, representatives who report, in good faith, information about suspected money laundering or terrorist financing or suspicious money.
- 24.6. We are entitled, at any time, without liability, to:
  - 1) vary, suspend, terminate providing Products, Services,
  - 2) withdraw or suspend your access use of Exchange,
  - 3) restrict any transfers to or from your Wallet account,
  - 4) restrict or impose conditions or limits on Wallet,

if:

- 1) we have reason to believe that you have not complied with the Agreement;
- 2) we have reason to believe that a transaction is related to any illegal activities;
- 3) you have not had any movement in your Wallet for more than three months;
- 4) any applicable law or internal policy requires us to do so;
- 5) some of our Products, Services characteristics have been altered;
- 6) you are unable or admits inability to pay your debts as they become due, suspend payments on any of your debts, or, due to actual or anticipated financial difficulties, begin negotiations with one or more of your creditors with a view to rescheduling any of your indebtedness, in case such inability to pay can be considered a ground for the

- institution of a bankruptcy (insolvency) procedure;
- 7) any legal proceedings or other procedure or step is taken against you as a result of: suspension of payments, a moratorium of any indebtedness, the appointment of an administrator of the debtor's property or other similar officer, or any analogous procedure or step is taken in any jurisdiction;
- 8) any expropriation, attachment, sequestration, distress, or execution of your cryptoassets balances on Wallet account, funds balances on your account opened with a proper financial institution, if a seizure decision is not lifted within 14 calendar days on the date of such action;
- 9) any applicable law or internal policy requires us to do so.

## 25. AML and CTF Requirements

- 25.1. We must comply with AML and CTF Requirements and take appropriate measures to prevent money laundering and terrorism financing activities on Website. Upon our request you shall provide us with information and documents reasonably required by us from time to time.
- 25.2. Terms do not allow and actively pursue to prevent money laundering and any activity that contributes to money laundering or the financing of terrorists or any other criminal activities.
- 25.3. We are committed to complying with AML and CTF Requirements per applicable laws in the best standards of international law.
- 25.4. We are not obligated to do anything if we believe it will or could result in a violation of any AML and CTF Requirements. You must furnish us with any information and documentation that we reasonably demand from time to time in order for us to comply with any applicable AML and CTF requirements. You agree that we may disclose any information we have about you to any financial monitoring authority, other governmental agencies, or a court as required by law. You acknowledge and agree that we may need to evaluate and verify Order, Instruction to ensure that your or the recipient's/sender's name matches the name of a sanctioned person. You acknowledge and agree that some information gathered and decisions made are kept confidential under AML and CTF Requirements and we could not disclose this information, decision to you.

## 26. Confidentiality

26.1. The Receiving Party will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Disclosing Party. We are entitled to disclose the Confidential Information to our employees, designated representatives, officers, owners, contractors, advisors, Affiliates, consultants, vendors, partners, auditors and other third parties (the "Engaged Entities") only 1) if it is required for the Products, Services providing, fulfillment of internal procedures of either party related to such business relations, legal requirements, and 2) in the scope based

on a need-to-know basis and 3) if we procure that the Engaged Entities have an obligation and technical, other capability to protect the Confidential Information with the same or better care as / than set forth in Terms. The disclosure of the Confidential Information is allowed without the consent if such disclosure is authorized under the law, legally binding judicial or governmental order/proceeding, provided, that the Receiving Party give the Disclosing Party prompt notice of such disclosure prior to disclosure, cooperate with the Disclosing Party in the event that the Disclosing Party elects to contest such disclosure or seek a protective order with respect thereto.

16.2. Terms and conditions of personal data protection are reflected in the Privacy Policy.

#### 27. Electronic communication

- 27.1. When Orders, Instructions are initiated by you, as well as for various communication, documents signing between the Parties, you and we agree to refer to and trust electronic signatures affixed via Website, Platform, and other services proposed by us. Such electronic signatures shall have the equivalent legal effect, validity, admissibility and enforceability of a handwritten signature. You acknowledge and agree that you are satisfied with the documents which are electronically executed. You agree with the electronic communications between you and us. The Parties understand and accept the risks connected with the use of electronic signatures which do not meet the requirements for the qualified electronic signature, and recognize the documents signed with such signatures as legal, binding for them. We and you agree that an e-signature mentioned in this clause can be in form of pushing a button ["exchange", "send", "deposit", "withdraw", of another similar button confirming an Order, or Instruction] or order of other Products, Services, any other button, or sending a statement via email confirming the terms and conditions of data logically associated with such statement, or e-signature inserted via Website, or other acceptable for us platforms allowing e-signatures insertion, all could be used by the signatory to sign.
- 27.2. You acknowledge that all Orders, Instructions, other communications given by you in electronic form are original documents in writing and when submitted through Website, Platform, they shall be treated as signed by you with your electronic signature as set forth in Terms. You accept full responsibility for the security and authenticity of all Order, Instructions, other communications sent by you and you are bound by them. We treat all your communications received through Website, Platform are yours, and shall not verify that they are in fact yours. You understand that Orders, Instructions communications transmitted via Website, Platform are transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected against unauthorized access, and you accept these risks.
- 27.3. You acknowledge and accept the risks of giving Orders, Instructions in electronic form via Website, Platform, including the risk of any Order, Instructions being unauthorised or given by an unauthorised person, the risk that we may process Orders, Instructions twice if you send the same Orders, Instructions to us in different forms and the risk that any information sent by electronic means cannot be guaranteed to be secure or free from virus or

delay.

- 27.4. You authorize us to deliver all communications, agreements, documents, notices, disclosures and confirmations to you via Website, e-mail, through any other electronic means as we deem fit, or via telephone calls, SMS, other messages. It is your responsibility to ensure that the details of these communication methods are correct and they are operational and available for receipt of all communications and you shall notify us of any changes to the details of the communication methods as soon as practicable after the change is made. In some cases, our communications may only be posted on Website.
- 27.5. Communications take effect from the time they are received or treated as received (whichever happens first) unless a later time is specified in the communication. Communications are treated as received:
  - 1) if posted/sent on/via Website at the time of posting;
  - 2) if sent by email when we receive an automated message confirming delivery; or 3 hours after the time sent unless we receive a delivery failure receipt;
  - 3) if delivered via telephone SMS, other messages or other electronic means 3–4 hours after we send it;
  - 4) if delivered via telephone calls at the calling time.
- 27.6. Subject to any applicable law, you agree that we may:
  - record and monitor our correspondence with you or Authorised Person (and you confirm you are authorized to provide consent on behalf of the Authorised Person);
    and
  - 2) use the recorded conversations, other records of correspondence for internal compliance purposes, in any dispute arising out of the Agreement;
  - 3) report such conversations, other records of correspondence to any appropriate regulatory authority, enforcement body, or agency, as required by appropriate law.

#### 28. Miscellaneous

- 28.1. If any provision of Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 28.2. Except as provided herein, the failure to exercise a right or to require the performance of an obligation under Terms shall not affect Party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.
- 28.3. If you violate any of the requirements of Agreement, we will take action to the fullest degree permitted by law and regulations in response to any admitted violation or

infringement. As a result of this, we have the right, without limitation, to restrict/block delivering Products, Services to you, entirely or partially, and to immediately block your access to Website.

- 28.4. If a dispute between the Parties involving the subject of Agreement cannot be resolved through negotiation, the court will resolve the matter in accordance with the terms of Agreement and the law rules.
- 28.5. Agreement constitutes the entire agreement between the parties with regard to its subject matter.
- 28.6. Without prior notice or your approval, we may transfer, subcontract, or otherwise deal with your rights and obligations under Agreement. You may not assign, subcontract, or otherwise deal with your rights and obligations under Agreement.
- 28.7. Agreement does not create or confer any rights or benefits enforceable by any third party, save for assignees, permitted successors.
- 28.8. If Agreement stipulates a time for you to perform an obligation, you must do so by that time. You must complete all other commitments on time. When it comes to your obligations to deliver or pay any cryptoasset, fund, time is of the importance.
- 28.9. We may exercise a right or remedy, give or refuse our consent or approval, and/or make any other determination or decision in connection with Agreement in any way we deem appropriate in our absolute discretion, including by imposing conditions, unless expressly stated otherwise in Agreement.
- 28.10. Nothing in Agreement binds us to do or refrain from doing anything that, in our reasonable view, would or would constitute a violation of our policy or any applicable law or requirement of any government agency.
- 28.11. Should you have any questions about this Agreement, please contact us at: <a href="mailto:crypto.user@easytech.com">crypto.user@easytech.com</a>