

## Terms and Conditions for Cryptocurrency Exchange

### 1. Introduction

1.1. About Us: The Exchange group operates as an ecosystem focused on an online exchange for Digital Assets trading. Exchange provides users with a trading platform to buy and sell Digital Assets, integrated custody solutions for storing Digital Assets, and other related services.

1.2. These Terms: By registering to open an Account, you enter into a legally binding agreement with us. These Terms will govern your use of Services, providing information on our identity, service provision, changes or terminations, dispute resolution, and other essential details. It is crucial to carefully read these Terms along with referenced documents.

Where applicable, Local Terms supersede these Terms.

1.3. Additional Documents: These Terms refer to additional documents, including:

- a. Our Privacy Notice: Describing how we process personal data, with your agreement to accurate and up-to-date information provision.
- b. Our Risk Warning: Highlighting risks associated with Digital Asset activities.
- c. The Fee Structure page: Available on our Website.
- d. Product Terms: Additional conditions for specific Services.

You agree to comply with all relevant additional terms and conditions.

### 2. Eligibility

2.1. Eligibility Criteria: To register for an Account and use our Services, you must:

- a. Be an individual, corporation, legal entity, or organization with full power and authority to access and use Services.
- b. If an individual, be at least 18 years old.
- c. Act on behalf of a legal entity only if duly authorized.
- d. Not have been previously suspended or removed from using Services.
- e. Not be a Restricted Person.
- f. Not have an existing Account.
- g. Not be located, incorporated, or established in a jurisdiction where usage would be illegal or against Applicable Law.

2.2. Amending Eligibility Criteria: We may amend eligibility criteria at our discretion, giving notice where possible, except in cases of legal changes, changes in your interest, or other valid reasons.

### 3. Communication

3.1. Contacting : For more information, visit our Website. Contact our Customer Support team at CHAT for queries, feedback, or complaints. Specific contact details for notices may be provided in these Terms.

3.2. Contacting You: We will use the details you provide for communication via email, SMS, or telephone. Ensure your contact details are accurate and updated. Failure to do so may result in missed information.

### 4. Services

4.1. Product Terms: After opening an Account, use our Services per these Terms

and specific Product Terms.

4.2. Intra-group Services: Acknowledge that some Services may be provided by Affiliates.

## 5. Chat Service

5.1. Availability of Chat Service: may offer its interactive online chat service ("Chat Service") to users in connection with their use of any Services. By utilizing the Chat Service, users may interact with a bot, chatbot, or other non-human entities. will disclose the use of a chatbot or other non-human entities as required by Applicable Law. When engaging with through the Chat Service, users authorize to monitor and save their chats.

5.2. Important Information: The Chat Service is provided for convenience, often aiding in users' understanding of Services. 's Chat Service will make reasonable efforts to provide accurate and current information based on user questions or needs. Any information communicated through the Chat Service will not be considered a legal agreement, representation, or warranty regarding Services, processes, decisions, or response times. Any personal data shared during the Chat Service is subject to applicable privacy-related policies and notices outlined in our Privacy Notice.

5.3. User Chats: Additionally, may provide User Chats, allowing users to interact directly with other platform users.

5.4. Prohibited Actions: Users must refrain from using the Chat Service or any User Chat to send abusive, defamatory, dishonest, or obscene messages or any messages intended to manipulate a market, spread false or misleading information, or violate Applicable Laws. Violations may result in Chat Service session termination and restrictions on Services availability.

## 6. Fees

6.1. Payment of Fees: Users agree to pay all applicable fees related to their use of Services, as detailed on the Fee Structure page on our Website or communicated in relevant Product Terms. Users authorize to deduct owed fees, commissions, interest, charges, and other sums from their Account, following the calculation method outlined on the Fee Structure page. If users owe an amount in one Digital Asset without sufficient assets, may deduct sums owed in another Digital Asset, converting as needed at prevailing rates. Insufficient Digital Assets constitute a debt immediately owed to , determined in a commercially reasonable manner.

6.2. Amending Our Fees: may adjust fees periodically in accordance with clause 18.3 of these Terms.

## 7. Creating an Account

7.1. Account Opening: Users must create and maintain an Account to access Services and the Platform. This may be an individual or Corporate Account for corporations, entities, or organizations. All Accounts are granted at 's absolute discretion, with the right to refuse applications without reason or limit the number of held Accounts.

7.2. Sole Benefit: By opening an Account, users agree:

a. If an individual user, to use the Account for personal use only, not on behalf of any third party without prior written consent.

b. If a corporate user, that Permitted Users will use the Corporate Account for the corporation's benefit only, not on behalf of any third party without prior written consent. Users are fully responsible for all activity under their Account.

7.3. Identity Verification: Users must comply with identity verification procedures before opening an Account. Providing complete, accurate, and truthful information is mandatory. Users authorize to make necessary inquiries, directly or through third parties, for identity verification, fraud prevention, and financial crime protection. Personal data may be disclosed to relevant agencies, as outlined in our Privacy Notice.

7.4. Enhanced Due Diligence: may require enhanced due diligence, including additional information, records, documentation, or face-to-face meetings, as necessary.

7.5. Records: retains personal data for continued service use, as required by law or communicated to users. Refer to our Privacy Notice for details on data collection and usage.

7.6. Sub-Accounts: Users may create and access a Sub-Account at 's discretion, subject to identity verification requirements. Each Sub-Account associates with one natural person or corporate entity, adhering to the procedures outlined in this clause 7.

## 8. Information Requests

8.1. When May Request Information: may necessitate information from you at any time to comply with Applicable Law, identity verification requirements, or related to the detection of money laundering, terrorist financing, fraud, or any other financial crime, or for valid reasons. You agree to provide the requested information, allowing to keep a record for the duration of your Account's lifetime, as required by Applicable Law.

8.2. Consequences of Providing Information: Your access to your Account and Transaction limits may be adjusted based on ongoing information collection. If there is a reasonable suspicion of incorrect, untruthful, outdated, or incomplete information provided by you, may issue a notice for corrections, removal of relevant information, or take necessary actions to ensure accuracy.

8.3. Failure to Provide Requested Information: Compliance with 's information requests is mandatory. Failure to provide requested information may lead to the suspension or termination of access to your Account or Services, without notice.

## 9. Accessing Your Account

9.1. Access: To access your Account, you or your Permitted Users must possess necessary equipment (e.g., computer or smartphone) and internet access. Your Binance Account can be accessed directly through the Platform or other prescribed modes. Access requires using the provided Access IDs, and

multi-factor authentication may be required for security. Additional terms may apply to the use of the Platform and other access methods.

9.2. Restricting Access to Third Parties: Ensure that your Account(s) registered under your name is not used by any person other than yourself or, for Corporate Accounts, your Permitted Users, in accordance with these Terms.

## 10. Account Information and Transaction Records

10.1. Your Account History: Users can access their Account History on the Platform. Review your Account History and report any unrecognized or incorrect entries or Transactions within fourteen (14) calendar days of the provided or available date.

10.2. Errors: may rectify errors in Account History at any time. reserves the right to void or reverse Transactions due to Manifest Errors. In the absence of fraud or bad faith, shall not be liable for losses related to Manifest Errors.

10.3. Information Sharing: may share information about your Account and Account History with third parties as required by Applicable Law. Users acknowledge and agree to the disclosure of such information. Refer to our Privacy Notice for details on personal data processing.

## USING YOUR ACCOUNT

### 11. Instructions

11.1. Giving Instructions: Ensure completeness and accuracy when submitting Instructions. is not obliged to verify the accuracy or authenticity of Instructions but may seek further information if in doubt. Instructions are irrevocable once submitted, and users have no right to rescind or withdraw without written consent.

11.2. Acting on Instructions: Submitting an Instruction authorizes to initiate the Transaction on your Account, crediting or debiting Digital Assets accordingly. Insufficient balance may result in refusal to effect a Transaction. Users are responsible for holding sufficient Digital Assets or Fiat Currency.

11.3. Protection of Instructions: Acknowledge that transmitted Instructions and information may not be completely protected against unauthorized access, given transmission via the internet. Users accept associated risks.

11.4. Withdrawals: Subject to Terms and applicable Product Terms, users may request withdrawals to an external wallet address, provided there is a sufficient balance and Digital Assets are not on hold. Withdrawals may be suspended to resolve incidents on the Platform, with resumption after resolution.

### 12. Transactions

12.1. Entering into Transactions: You can enter into Transactions directly with or with other users, whether or not facilitated by . There is no guarantee that any Transaction will be successfully completed within a specific timeframe.

12.2. Unauthorized Transactions: You are responsible for the control and use of your Account. assumes that you or a Permitted User has authorized any Instruction from your Account unless notified otherwise. Monitor your Account History for any unauthorized or suspicious activity and report it promptly. is not

liable for claims or losses resulting from Transactions due to unauthorized Instructions unless notified accordingly.

12.3. Retention of Transaction Information: To comply with global industry standards for data retention, you agree to allow to keep a record of all Transaction information for the lifetime of your Account, as required by Applicable Law. Refer to our Privacy Notice for details on data collection and usage.

### 13. Material Interests and Conflicts

13.1. Group: Acknowledge that is part of a group of companies involved in activities related to Digital Assets.

13.2. Nature of Our Duties: Your relationship with , Binance Services, or any other matter does not impose duties beyond those expressly outlined in these terms. and its affiliates may act in various capacities, and you acknowledge and agree to such multiple roles and services.

13.3. Material Interests: and its affiliates are not required to consider material interests, disclose such information, or use it for your benefit. General market information received may be used in the ordinary course of business.

13.4. Conflicts of Interest: has established measures to identify and manage conflicts of interest. In cases where these arrangements are insufficient, you will be informed of the nature and/or sources of conflicts, allowing you to make informed decisions. reserves the right to decline to act if conflicts of interest cannot be managed.

### 14. Transaction Limits

14.1. Your Transaction Limits: Your Account may have limits on the volume or value of Transactions within specific periods. Applicable limits are displayed in your Account.

14.2. Changes to Your Transaction Limits: reserves the right to change Transaction limits at its discretion. You may request changes to your limits, subject to 's discretion and additional conditions.

### 15. Supported Digital Assets

15.1. Supported Digital Assets: Services are available for Supported Digital Assets, subject to changes. A list of Supported Digital Assets is available on our Website. may remove or suspend Digital Assets from the list, with reasonable efforts to notify users in advance.

15.2. Forks: may temporarily suspend services for a Digital Asset during a Fork. is not obligated to support a Fork, and users may lose value associated with the Digital Assets.

### 16. Account Security

16.1. Your Responsibility: You are responsible for protecting your hardware and data from viruses and malicious software. Back up and maintain duplicate copies of information transferred through Services. is not liable for losses resulting from non-compliance.

16.2. Security Measures: Maintain adequate security and control of your Access

IDs. Follow security measures, update information, and notify of any compromise immediately. may request information related to security breaches.

## 17. Privacy

17.1. The Privacy Notice: Our collection and use of personal data are outlined in the Privacy Notice, forming part of these Terms. By accepting these Terms, you acknowledge and understand the Privacy Notice. Regularly review the Privacy Notice as it may change.

## 18. Changes to the Terms, etc.

18.1. Changes Notification: can make changes to these Terms with your acceptance. Changes will be communicated via email or our Website. Advance notice will be provided, unless immediate changes are necessary.

18.2. Effective Date of Changes: Changes will take effect after notice is given.

Your continued use of Services constitutes acceptance of the updated Terms.

18.3. Changes to Fees: may change fees, introducing new ones. Users not accepting changes can close their Account.

## 19. Closing Your Account

19.1. Termination: You can terminate your Account anytime. No charges apply, but outstanding amounts must be settled. Closure may be restricted under certain circumstances.

## 20. Termination, Suspension, Holds and Restrictions

20.1. 's Right: may modify or discontinue Binance Services, refuse Transactions, terminate or suspend access to Services or your Account for various reasons. Notice will be given, except in specific situations outlined in these Terms.

20.2. Your Acknowledgment: You acknowledge and agree that:

- a. the instances listed in clause 20.1 regarding actions to terminate, suspend, close, or restrict access to your Account or Services are not exhaustive;
- b. our decisions, including termination, suspension, or restriction, may rely on confidential criteria crucial to our risk management and security protocols. We are not obligated to disclose these details to you.

20.3. Consequences of Exercising Our Right:

- a. Open Instructions, trades, positions, or Transactions may be closed by you or us based on circumstances of termination, suspension, hold, or restriction.
- b. A chargeback could lead to immediate suspension and/or restriction.
- c. To reactivate suspended and/or restricted Account or Services, reimbursement for the full chargeback value, including owed amounts and fees, may be necessary.
- d. You are liable for credited amounts during a chargeback, authorizing us to deduct costs and fees directly from your Account without notice.

20.4. Unlawful Possession: If informed and reasonably believing that Digital Assets or Fiat Currencies in your Account are stolen or unlawfully possessed, we may place a hold. This hold may continue until acceptable evidence proves

your entitlement to the held assets, without involvement in any related disputes.

#### 20.5. Access to Services in Other Jurisdictions:

Residents of certain countries may access limited Services. We may alter available services, and if you travel to restricted locations, access may be blocked. Circumventing such restrictions, including via virtual private networks, is prohibited.

#### 21. Intellectual Property

21.1. Background IP: retains ownership of IP.

21.2. License of IP: You receive a non-exclusive license during these Terms, permitting use of IP (excluding Trademarks) for non-commercial personal or internal business use, aligned with these Terms, until termination or suspension.

#### 22. License of User IP

22.1. Your Grant of License: You grant us a perpetual, irrevocable, royalty-free, worldwide, and non-exclusive license for User IP use concerning Created IP and to provide Services.

22.2. Our Right to Sub-license: This license allows us to sub-license to enable and its Affiliates to deliver Services.

#### 23. Created IP

23.1. Automatic Vesting: Created IP automatically vests in us upon creation.

23.2. Assignment: You assign, with full title guarantee, present and future rights in Created IP. If required, you shall sign documents to perfect these assignments without charge.

#### 25. General

25.1. Not Responsible: We disclaim responsibility for User Material, and its use is at your risk without warranties.

25.2. Our Rights: We reserve the right to remove, modify, or reject content, take appropriate actions, and restrict or ban users from future Services use.

25.3. Recording: We may record communications as evidence, including electronic, telephone, and video calls, for responding to inquiries, ensuring legal compliance, improving services, and providing support.

#### 26. Prohibited Use:

By opening an Account, you agree that you and any Permitted User will not:

- a. breach these Terms or any related agreement, including Product Terms;
- b. use Services in a way that violates public interests, morals, or the legitimate interests of others, disrupting or preventing user access;
- c. use Services for resale or commercial purposes without our written consent;
- d. engage in market manipulation, including pump and dump schemes, wash trading, and other actions affecting Digital Asset prices;
- e. involve in fraudulent activities or activities causing suspicion of fraud;
- f. use Services for lotteries, auctions, sports forecasting, internet gaming, contests, or games of chance;
- g. conduct business resulting in complaints, disputes, chargebacks, or negative balances in your Account;

- h. provide false information connected with Services;
- i. attempt unauthorized access, use automatic devices, or interfere with the Platform's operation;
- j. modify, adapt, disassemble, or interfere with IP;
- k. introduce viruses or other harmful computer programming routines to Services;
- n. use anonymizing proxies, disposable email addresses, or attempt to bypass robot exclusion headers;
- o. create security over your Fiat Currency or Digital Assets without our prior written consent;
- p. violate Applicable Laws, intellectual property rights, or access Services from restricted jurisdictions or persons.

## 27. Representations and Warranties:

You represent and warrant:

- a. provided documents and information are true, accurate, and up-to-date;
- b. decisions made were based on your independent judgement;
- c. full power, authority, and capacity to access and use the Platform and perform obligations under these Terms;
- d. compliance with Applicable Law, notifying us of any changes, and informing of dissolution;
- e. obtaining necessary consents, approvals, and authorizations;
- f. valid and legally binding obligations under these Terms;
- g. not a Restricted Person;
- h. legal entity status, duly incorporated, organized, and validly existing or, if an individual, at least 18 years old;
- i. no breach of constitutive documents, agreements, or Applicable Laws through Platform access or service use.

## 28. Technology Disclaimers

### 28.1. No Representation or Warranty:

Services, along with any information provided on the Sites and the Platform, including Chat Services, are offered on an "as is" and "as available" basis, without any representation or warranty, express or implied, to the maximum extent permitted by Applicable Law. We explicitly disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and/or non-infringement. We make no representations or warranties that access to the Sites, the Platform, your Account(s), Services, or the materials contained therein, will be continuous, uninterrupted, timely, or error-free. This may result in the temporary inability to trade on the Platform, causing potential delays.

### 28.2. Suspension of Access:

We reserve the right to suspend access to your Account and/or Services for scheduled or emergency maintenance. Although we make reasonable efforts to process transactions in a timely manner, we make no representations or warranties regarding the time needed for processing, as it depends on factors



beyond our control.

### 28.3. Content:

While reasonable efforts are made to update information on the Sites and the Platform, we make no express or implied guarantees that the content, including information related to Services, is accurate, complete, or up to date.

### 28.4. Third-Party Websites:

Links to third-party websites provided for convenience are not under our control. We disclaim responsibility for any content, materials, information, or services on third-party websites accessible or linked from the Platform or the Sites.

### 28.5. Network Access and Compatibility:

Users are responsible for obtaining data network access necessary for using Services. It's also your responsibility to acquire and update compatible hardware or devices for accessing and using Services. We do not guarantee that Services will function on any specific hardware or devices. The services may experience malfunctions and delays inherent in internet and electronic communications.

## 29. Indemnity

### 29.1. Third-Party Claims:

You agree to indemnify and hold harmless from any claims, suits, actions, demands, disputes, allegations, or investigations brought by third parties. This includes all associated claims, liabilities, damages, losses, costs, and expenses arising from:

- a. your access to or use of your Account and/or Services;
- b. your breach of these Terms, Product Terms, or any Applicable Law;
- c. your violation of the rights of any third party.

### 29.2. Control:

We reserve the right to assume control of the defense of any third-party claim subject to indemnification by you, and you agree to cooperate fully. Settlement of claims or losses requires our prior written consent.

### 29.3. Release:

You release from any and all claims and demands arising directly or indirectly from disputes with other users or third parties related to Services or these Terms.

## 30. Liability

### 30.1. Our Liability:

Our liability and that of Affiliates to you or third parties is limited to the actual loss or damage directly caused and reasonably foreseeable by our breach of these terms. In no event shall our liability exceed the fees paid by you to in the 12 months preceding the event leading to the loss.

### 30.2. Limitations on Liability:

Notwithstanding any other clause in these Terms, we or any Affiliate are not responsible or liable for various circumstances, including direct or indirect losses, damages, or costs arising from:

- a. risks identified in the Risk Warning;
- b. operation of protocols underlying any Digital Asset;
- c. actions or inactions in accordance with these Terms;
- d. market making activities, termination, suspension, or restriction of access to Account or Services;
- e. maintenance, security breaches, or disruptions of internet or electronic communications.

#### 34. Confidentiality Term:

This confidentiality clause remains effective beyond the termination of these Terms and the conclusion or suspension of any arbitration initiated under these Terms.

#### 35. Applicable Law:

Except where Applicable Law mandates otherwise or provides alternative choices, these Terms, including the arbitration provision, are subject to the laws of Hong Kong.

#### 36. Class Action Waiver:

You and   mutually agree that any Claims against   shall be addressed through individual arbitration and not as part of a class or representative action. Waiving any right to bring such Claims as a class, collective, representative, or private attorney general action is acknowledged, unless prohibited by applicable law.

#### 36. General Terms:

##### 36.1. Applicable Law:

Users and Permitted Users must adhere to all Applicable Law, including licensing requirements, third-party rights, data privacy laws, anti-money laundering regulations, and counter-terrorism financing laws when using   Services.

##### 36.2. Notices:

  may notify users through the Email Account provided. Users are responsible for maintaining up-to-date and accurate Email Accounts. Notices sent to the Email Account are deemed received, even if no delivery failure notice is received. Users must provide notices to   as directed by   , with changes communicated by   .

##### 36.3. Announcements:

Official announcements, news, promotions, competitions, and airdrops will be available on the Website. Users are responsible for monitoring and considering these announcements, which may impact Digital Asset value and security.

##### 36.4. Entire Agreement:

The Terms, along with applicable Product Terms, constitute the entire agreement between users and   . Both parties acknowledge no reliance on statements, representations, or assurances beyond those expressly stated in the Terms or Product Terms.

##### 36.5. Assignment:

Users cannot assign or transfer rights or obligations under the Terms without   's prior written consent.   reserves the right to assign or transfer rights or

obligations under the Terms at any time, including in mergers, acquisitions, or reorganizations.

36.6. Invalidation:

If any clause becomes illegal, invalid, or unenforceable, it won't affect the remaining clauses' legality, validity, or enforceability.

36.7. Records:

may record phone, email, and chat communications, using them as evidence in related proceedings.

36.8. Language:

In the event of translation, the English version prevails in case of inconsistency or ambiguity.

36.9. Third Party Rights:

Except for Binance Affiliates, these Terms confer no legal or equitable rights, remedies, or claims on any party other than those directly involved, and are exclusively for the benefit of the parties and their successors.

36.10. Survival:

Clauses extending beyond Term termination remain binding.

36.11. Relationship of the Parties:

is not an agent of users. These Terms do not imply an association, joint venture, partnership, or franchise.

36.12. Digital Assets:

records Digital Assets in user accounts but doesn't act as a trustee for Digital Assets.

36.13. Force Majeure:

is not liable for delays due to Force Majeure Events.

36.14. No Waiver:

's delay in exercising rights under the Terms doesn't waive future exercises. Rights and remedies are cumulative.

36.15. Set-off:

may set-off amounts owed. Users must pay owed sums without set-off, counterclaim, or withholding, except as required by Applicable Law.

36.16. Privacy of Others:

Users must keep confidential information received about other users and use it only in connection with Services and in accordance with Applicable Law.

36.17. Publication of Breaches:

may publish breach details where necessary for user protection and in line with Applicable Law.

36.18. Death of Account Holder:

In case of the account holder's death, representatives must provide written notice, create a new account or provide wire transfer instructions, along with legal documentation.

36.19. Tax:

Users are responsible for determining and paying applicable taxes. may make

reports to tax authorities.

### 37. Definitions and Interpretation:

Definitions for various terms used in the Terms and their interpretation are provided for clarity. In case of inconsistency, a specific order of precedence is followed.

Note: This paraphrased version is provided for clarity and ease of reading. For precise details, users should refer to the original terms and conditions.

#### Access IDs:

Refers to your Account details, including usernames, passwords, personal identification numbers, API keys, API secret keys, or any other authentication codes used to access your Account or Services and to transmit Instructions.

#### Account History:

The documented record, encompassing electronic records, of your Transactions and your Account.

#### API:

Stands for application program interface.

#### Applicable Law:

Encompasses all relevant statutes, laws (including common law rules), principles of equity, regulations, regulatory principles and requirements, notices, orders, writs, injunctions, judgments, bye-laws, rulings, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes, and interpretations applicable to the provision, receipt, or use of Services or any other products or deliverables utilized or received in connection with Services, these Terms, or any Product Terms.

#### Backed Digital Assets:

Holds the definition ascribed to it in clause 15.3.

#### , we, our or us:

Refers to Nest Services Limited, a company incorporated under the laws of the Republic of Seychelles with registration number 238045 and an address at House of Francis, Room 303, Ile Du Port, Mahe, Seychelles.

#### Account:

Encompasses any accounts (including Corporate Accounts) or sub-accounts (including any Sub-Account) opened by for users to record their use of Services.

#### Affiliates:

Concerning Nest Services Limited, any other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with Nest Services Limited.

#### API:

Refers to an API provided by an Affiliate as a service to you or third-party applications relying on such an API.

#### IP:

Encompasses the Created IP and all other Intellectual Property Rights either

owned or licensed to us, sub-licenseable basis, as of the date of the Terms. This also includes any other Intellectual Property Rights acquired or licensed, sub-licenseable basis, by us after the date of these Terms, and provided by us to you during the provision of Services.

**Services:**

Denotes the services provided by us to you through the Platform.

**Sub-Account:**

Refers to a sub-account established under a primary Account.

**Chat Service:**

Holds the definition assigned to it in clause 5.

**Claim:**

Indicates any dispute, claim, difference, or controversy between you and (and/or any Affiliates) arising out of, in connection with, or relating to:

- (a) these Terms or any Product Terms, including their existence, validity, subject matter, interpretation, performance, breach, negotiation, termination, enforceability, or the consequences of their nullity;
- (b) your relationship with (and/or any Affiliates) as a user (whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms); or
- (c) any non-contractual obligations arising out of or relating to these Terms, or any Product Terms, or your relationship with (and/or any Affiliates).

**Control:**

Refers to the authority of a person to ensure that the affairs of another are conducted in accordance with the wishes of the first person. This may be achieved through:

- (a) In the case of a company, being the beneficial owner of more than fifty percent (50%) of the issued share capital or voting rights, or having the right to appoint and remove a majority of the directors, or otherwise controlling the votes at board meetings, through powers conferred by organizational documents, shareholders' agreement, a majority of the board of directors, or any other document regulating the affairs of the company, or by any other means;
- (b) In the case of a partnership, being the beneficial owner of more than fifty percent (50%) of the capital, or having the right to control the composition of or the votes to the majority of the management, through powers conferred by the partnership agreement, or any other document regulating the affairs of the partnership, or by any other means.

**Corporate Account:**

Refers to an Account maintained for a corporation, entity, or other organization for the provision of Services.

**Created IP:**

Encompasses any Intellectual Property Rights created by you pursuant to these Terms, including User Materials, excluding any other User IP.

**Digital Assets:**

Denotes a digital representation of value or rights transferable and storable electronically, using distributed ledger technology or similar tech. This includes, but is not limited to, cryptocurrencies, stablecoins, non-fungible tokens, and tokenized derivatives of any other digital asset.

**Dominant Digital Asset:**

Indicates a Forked Digital Asset that holds dominance over one or more other versions of a Digital Asset subject to the relevant Fork, as determined by us at our sole discretion.

**Email Account:**

Refers to the email account(s) associated with your Account(s), as agreed with from time to time, following any processes identified by when using the Platform.

**Fiat Currency:**

Represents any government or central bank issued national or supra-national currency or other monetary obligation denominated in such currency and not considered a Digital Asset.

**Force Majeure Events:**

Encompasses:

- Any fire, strike, riot, civil unrest, terrorist act, war, or industrial action.
- Natural disasters such as floods, tornadoes, earthquakes, and hurricanes.
- Epidemics, pandemics, or public health emergencies of national or international concern.
- Acts or regulations by a government, supra-national body, or authority believed to impede the provision of Services on the Platform.
- Suspension or closure of any Affiliate.
- Nationalization of any Affiliate.
- Imposition of limits or unusual terms by a government on any Digital Assets traded on our Platform.
- Excessive changes to the price, supply, or demand of any Digital Asset.
- Technical failures in transmission, communication, or computer facilities.
- Failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, staking platform, liquidity pool, bridge provider, issuer of a Backed Digital Asset, market maker, clearing house, or regulatory organization to perform its obligations to us.
- Liquidity providers not providing, or being unable to provide liquidity to us.
- Any labor or trade disputes, strikes, industrial actions, or lockouts (except those initiated by or Affiliates).
- An event significantly disrupting the market for Digital Assets, including excessive movements in the price, supply, or demand of a Digital Asset, whether regulated or unregulated.

**Fork:**

Refers to any planned, unplanned, sudden, scheduled, expected, unexpected, publicized, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets. This may result in the creation of one or more related versions of an existing Digital Asset.

**Forked Digital Asset:**

Denotes a Digital Asset resulting from a Fork.

**Instruction:**

Indicates any instruction, request, or order given to you by you or a Permitted User regarding the operation of your Account or to execute any Transaction, through such medium and in such form and manner as we may require.

**Intellectual Property Rights:**

Encompasses (a) copyright, patents, database rights, and rights in trademarks, designs, know-how, and confidential information (whether registered or unregistered); (b) applications for registration, and rights to apply for registration, of any of the foregoing rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing worldwide.

**List of Prohibited Countries:**

**Local Terms:**

Denotes the terms governing your use of our Services provided in any particular jurisdiction.

**Losses:**

Carries the meaning given to it in clause 29.1.

**Manifest Error:**

Refers to any error, omission, or misquote (whether an error of ours or any third party) which is manifest or palpable, including a misquote by any representative of ours taking into account the current market and currently advertised quotes, or any error of any information, source, official, official result, or pronunciation.

**Mobile App:**

Denotes any mobile application developed or provided by us or any of the Affiliates that enables you to use or otherwise access our Services.

**Permitted User:**

Refers to any person identified by you and communicated to us, following these Terms, authorized to act on a user's behalf with respect to any Corporate Account.

**Platform:**

Indicates the digital platform that we or any of the Affiliates may make accessible to you via Sites, the Mobile App, an API, or by such other means as Affiliates may prescribe from time to time for the use of our Services.

**Product Terms:**

Denotes the product-specific terms and conditions applying to the use of an Service, in addition to these Terms.

**Regulatory Authority:**

Indicates any foreign, domestic, state, federal, cantonal, municipal, or local governmental, executive, legislative, judicial, administrative, supervisory, or regulatory authority, agency, quasi-governmental authority, court, commission, government organization, self-regulatory organization having regulatory authority, tribunal, arbitration tribunal or panel, or supra-national organization, or any division or instrumentality thereof, including any tax authority.

**Restricted Person:**

Refers to a person or legal entity included in any trade embargoes or economic sanctions, terrorist or corrupt foreign officials list (such as the United Nations Security Council Sanctions List, issued by a government agency including the list of specially designated nationals maintained by the office of foreign assets control of the U.S. Department of the Treasury (OFAC), or the denied persons or entity list of the U.S. Department of Commerce), or by the United Kingdom, European Union, Canada. Or a person or legal entity residing, being established, or having operations in any country listed in the List of Prohibited Countries.

**Risk Warning:**

Refers to the general risk warning published on the Website.

**Security Incident:**

Refers to the occurrence of:

- a. Compromise of your Account(s) or any of your Access IDs;
- b. Loss, theft, or unauthorized use of any of your Access IDs, or any unauthorized access to and use of your Account or Services on your behalf;
- c. Any other security incident, including a cyber-security attack, affecting you and/or .

**Sites:**

Encompasses our Website and any other websites, pages, features, or content owned or operated by us.

**Supported Digital Assets:**

Denotes those Digital Assets available in connection with your use of Services.

**Terms:**

Refers to these terms of use, along with any other documents expressly incorporated by reference, including the Product Terms, all subject to amendments or supplements from time to time.

**Trade Marks:**

Encompasses the Intellectual Property Rights in the trademarks, service marks, and logos used and displayed on or through the Platform, the Sites, and/or Services.

**Transaction:**

Indicates selling, purchasing, or entering into any other type of transactions, or agreeing to sell, purchase, or enter into any other type of transactions involving Digital Asset(s), their derivatives, other asset(s), or product(s) as may permit on the Platform. It also includes depositing or withdrawing Digital Assets or Fiat



Currency into or out of your Account.

User IP:

Denotes the Intellectual Property Rights owned by or licensed to you as of the date of these Terms and any other Intellectual Property Rights acquired by or licensed to you after the date of these Terms, excluding IP.

User Materials:

Refers to the Intellectual Property Rights in any reviews, posts, information, data, and comments you or other users provide to us on the Sites (through our “Contact Us” pages or otherwise), the Platform, through the use of Services, or otherwise.