

TERMS OF SERVICES

These Terms of Service and any terms expressly incorporated herein (“**Terms**”) apply to any access to, or use of, any services made available by trade.io Technologies Limited (“**trade.io**”, “**we**”, “**us**” or “**our**”) on our platform through our website <https://exchange.trade.io> or via our mobile applications (the “**Platform**”), and to any other related services provided by us (collectively, the “**Services**”).

Please read these Terms carefully. By clicking on an “I Agree” button or check box presented with these Terms or, if earlier, by accessing or using any Services, you agree to be legally bound by these Terms.

1. INTERPRETATION

1.1 In these Terms, unless the context otherwise requires

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| “ Affiliate ” | is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity. |
| “ AML Policy ” | means our internal anti-money laundering and know your customer compliance policy which can be found at https://legal.trade.io/aml-and-identity-verification-policy and which may be amended by us from time to time. |
| “ Business Day ” | means a day (other than a Saturday or Sunday and any day which a tropical cyclone warning no. 8 or above or a “black” rain warning signal is hoisted in Hong Kong at any time between 9:00am to 5:00pm Hong Kong time) on which banks are required to be opened for business in Hong Kong. |
| “ Cash Order ” | it is created when you enter an instruction to effect a Cash Trade to either buy Tokens with Fiat Currency or sell Tokens for Fiat Currency at a specific price using the Services. |
| “ Cash Trade ” | means a trading of Tokens that is supported on the Platform between you and another User of the Platform whereby you sell Tokens for Fiat Currency to or purchase Tokens with Fiat Currency from another User on the Platform at a specific price by executing a Cash Order. |
| “ Claim ” | means any allegation, debt, cause of action, liability or obligation (whether actual, accrued or contingent) due or payable, Losses, claim, suit or demand of any nature howsoever arising, whether present or future, fixed or unascertained, actual or contingent. |
| “ Corporate Person ” | includes body corporate, trust, partnership, joint venture, unincorporated association. |
| “ Crypto-Currency ” | means a digital or virtual currency that uses cryptography for security. |

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| “Fee Schedule” | means our fee schedule which can be found at https://trade.io/faq and which may be amended by us from time to time. |
| “Fiat Currency” | means a currency declared by a government or a government agency to be legal tender. |
| “Group Companies” | includes trade.io AG, trade.io Consulting Limited, trade.io Technologies Limited, trade.io AG Limited, trade.io Pte Limited, trade.io Exchange Proprietary Limited and trade.io Financial Limited. |
| “Hong Kong” | means the Hong Kong Special Administrative Region of the People’s Republic of China |
| “intellectual property right” | includes patents, inventions, industrial designs, internet domain names, logos, know-how, trade secrets and other confidential information, registered designs, copyrights, design rights, rights affording equivalent protection to copyright (including rights in computer software) and design rights, goodwill, topography rights, trade marks, service marks, business names, trade names, moral rights, whether registered or not (including all rights to apply for or be granted renewals, extensions and rights to claim priority from, such rights and any similar forms of protection) in force anywhere in the world, rights to use and protect confidential information and know-how, rights in the nature of unfair competition rights and rights to sue for passing-off. |
| “Market Order” | it is created when you enter an instruction to effect a Market Trade to either exchange for Tokens or buy or sell Tokens for Fiat Currency at the best available price using the Services. |
| “Market Trade” | includes: <ul style="list-style-type: none">(a) an exchange of Tokens for which trading is supported on the Platform between you and another User of the Platform whereby you dispose of certain Tokens and acquire different Tokens at the best available price by executing a Market Order; and(b) a purchase or sale of Tokens with or for Fiat Currency which trading is supported on the Platform between you and another User of the Platform whereby you either purchase certain Tokens with Fiat Currency or sell certain Tokens for Fiat Currency at the best available price by executing a Market Order. |
| “Our IP” | means all intellectual property rights in any of Our Materials which include but is not limited to our name, trademark, our logo, and all designs, text, graphics, pictures, information, data, software, technologies, know-how, sound and video |

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| | files, other files and the selection and arrangement thereof. |
| “Our Materials” | includes the Platform, all technology, content and other materials used, displayed or provided in connection with the Services or the Platform. |
| “Our Properties” | includes Our Materials and Our IP. |
| “Privacy Policy” | means our personal data privacy policy which can be found at https://legal.trade.io/privacy-policy and which may be amended by us from time to time. |
| “TIO” | means the Token issued by us, named Trade Tokens. |
| “Token” | means Crypto-Currency, cryptographic tokens and other digital rights or assets which are supported by us and listed on the Platform. |
| “Token Order” | it is created when you enter an instruction to effect a Token Trade to exchange Tokens at a specific price using the Services. |
| “Token Trade” | means an exchange of Tokens for which trading is supported on the Platform between you and another User of the Platform whereby you dispose of certain Tokens and acquire different Tokens at a specific price by executing a Token Order. |
| “User” | means any user of the Services. |
| “you” or “your” | refers to you as the User unless the context otherwise requires or indicates. |

- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.3 References to Clauses and sub-Clauses are references to Clauses and sub-Clauses to these Terms.
- 1.4 The headings are inserted for convenience only and shall not affect the construction of these Terms.
- 1.5 Reference to any legislation shall include any legislation which amends, consolidates or replaces the same or which has been amended, consolidated or replaced by the same and shall include any subsidiary and subordinate legislation made under the relevant legislation.
- 1.6 “Including” or similar expressions are not words of limitation.
- 1.7 Words and expressions defined in these Terms shall have the meanings thereby attributed to them whenever the context requires.

2. GENERAL TERMS AND CONDITIONS

- 2.1 You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where:
- (a) your use of the Services would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation; or
 - (b) we have determined, at our sole discretion, to prohibit use of the Services.

We may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to this Clause 2.1. You will comply with this Clause 2.1, even if our methods to prevent use of the Services are not effective or can be bypassed.

- 2.2 We do not provide or issue to our Users any Tokens (including TIO) via the Platform. All Tokens exchanged or traded by and between the Users originate from the Users themselves.
- 2.3 Only Users can buy and sell Tokens in exchange for Fiat Currency or other Tokens on the Platform. You must not provide access to your Account to any other party unless expressly agreed to in writing by us.

3. ELIGIBILITY

- 3.1 It is a precondition that our Services are only provided to those who are permitted to enter into legally binding relationships and that you are not located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation or where we have determined, at our sole discretion, to prohibit use of the Services. Therefore, if there is any reason why you are not able to enter into legally binding relationships with us for whatever reason or that you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation or where we have determined, at our sole discretion, to prohibit use of the Services, please do not use our Service.
- 3.2 By visiting, assessing or using the Platform, you hereby confirm, represent and warrant to us that you:
- (a) if you are an individual, are at least 18 years old or of other legal age, according to your relevant jurisdiction;
 - (b) have not previously been suspended or removed from using our Services;
 - (c) have the legal capacity to accept these Terms and to agree to be bound by these Terms in their entirety and that by doing so will not violate any other legal relationships;
 - (d) have provided us with accurate, true and complete information about yourself as a User;

- (e) use our Platform with your own email and for your own benefit and do not act on behalf and/or to the interest of any other person unless expressly agreed to in writing by us;
- (f) guarantee that your Tokens, which you transfer to the Platform are not sold, encumbered, not in contention, or under seizure, and that neither exist any rights of third parties to your Tokens;
- (g) all funds or Tokens exchanged or to be exchanged by you in the future using the Platform are not and will not be the direct or indirect proceeds of any criminal or fraudulent activity;
- (h) are not located in, or resident of, any state, country, territory or other jurisdiction where:
 - (i) the provision or use of the Platform would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation;
 - (ii) we are not authorised to provide such a platform and/or the Services; or
 - (iii) we have determined, at our sole discretion, to prohibit use of the Services;

and that you will not use our Services and will immediately cease using those if any applicable law in your country prohibits or will prohibit you at any time from doing so or if we determine your country prohibits use of the Services;

- (i) will not use our Services or will immediately cease using those if you become a resident at any time of the state, country, territory or other jurisdiction (in accordance with such state, country, territory or other jurisdiction definition of residency), where the Tokens transaction you are going to execute on the Platform are prohibited or require special approval, permit and/or authorization of any kind, which we have not obtained in that state, country, territory or jurisdiction; and
- (j) you have read, understood and agree to our AML Policy, Privacy Policy and Fee Schedule (all of which are expressly incorporated into these Terms).

3.3 For a User who is a Corporate Person, if you are using the Services on behalf of such Corporate Person (“**Authorized Person**”):

- (a) we collect and may retain all the information you provide to us, including all the information provided in such Corporate Person’s application for an Account; and
- (b) you being the Authorized Person must be authorized by such Corporate Person to use, operate and control such Corporate Person’s Account, that you are indicated in such Corporate Person’s application form for opening an Account for such Corporate Person that you are its representative or has authority to use, operate and control such Corporate Person’s Account and that you must not use, operate or control such Corporate Person’s Account unless we have given you

and such Corporate Person our prior written approval. Once the approval is provided by us, you as the Authorized Person will use the Services and such Corporate Person's Account solely for the account of such Corporate Person; and

- (c) these Terms also apply to you and you hereby agree to these Terms on behalf of yourself and any such Corporate Person and you hereby confirm, represent and warrant that you have the authority to bind such Corporate Person to these Terms and that both you and such Corporate Person will be jointly and severally liable under these Terms for any violation of these Terms or any other act or omission by you or such Corporate Person. For this purpose, any reference to "you" or "your" in these Terms shall also refer to you as the Authorized Person of such Corporate Person unless the context otherwise requires or indicates.

3.4 Please refer to Clause 5 for a summary of some of the risks you should consider when choosing whether to use our Services.

4. ACCOUNT OPENING

4.1 In order to use any Services, you must create and maintain an account through the Services ("**Account**"). To create or maintain your Account, or enable functions on your Account, you will be required to provide us with certain information and documentation, including, as applicable, the information and documentation associated with identity verification and other screening procedures described in Clause 4.4, below. In order to use any of our Services, you will:

- (a) create a unique and strong password;
- (b) provide complete and accurate information;
- (c) promptly update any information you have provided so that the information is complete and accurate at all times;
- (d) maintain the security of your Account by protecting your password and other login credentials from unauthorized access or use;
- (e) promptly notify us if you discover or suspect any unauthorized access or use of your Account or any security breaches related to your Account; and
- (f) be responsible for all activities that occur under your Account, and accept all risks of any authorized or unauthorized access to your Account.

4.2 We require a two-factor authentication when you access the Platform whether via your mobile device or desktop, laptop or other devices that can access the Platform. To login to your Account, you will need to install Google Authenticator with your mobile device. If you choose to install Google Authenticator, you do so at your own risk. The two-factor authentication is enforced via the Google Authenticator in which it will send a pin number to you for you to enter when logging into your Account. Such pin number refreshes every 15-30 seconds. We may provide your two-factor authentication data to a third party service provider in order to help us authenticate you in accordance with our Terms.

- 4.3 You have chosen your login credentials to your Account and they allow you to access the Platform and the Services we provide. You agree to be solely responsible for maintaining the security of your Account login credentials and to ensure the security of, and your continuous control over, any device or account that may be associated with the two-factor authentication. We and our Group Companies are not responsible or liable for any unauthorized use of your Account or any other accounts associated with you.
- 4.4 We may from time to time, in our sole discretion, require identity verification, independent verification and other screening procedures or enhanced due diligence with respect to you or transactions associated with your Account in order to comply with our anti-money laundering and other legal obligations and our internal risk and fraud policies. We may require the following information:
- (a) In the event you are an individual, you may be required to provide us with certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, photograph of your government-issued ID or other photographic proof of your identity, and information regarding your bank account.
 - (b) In the event you are a Corporate Person, you may be required to provide us with any information relating to you as we reasonably request which include, but is not limited to, your legal name, registered address, email address, tax ID number, date of formation, information about your ownership and management structure as well as a list of all the beneficial owners, an organization chart, proof of identity for each individual beneficial owners owning a certain percentage of you, information about your legal existence (for example, certificate of incorporation (or other equivalent document) and articles of association (or other equivalent document) for a corporation, limited partnership agreement for a partnership, a trust agreement for a trust), information regarding your bank account and any document evidencing you granting an authority to the Authorized Person to use, operate and control your Account; and if you are such Corporate Person's Authorised Person and are using the Services on behalf of a Corporate Person with our written approval, you (who is identified as the person that controls such Corporate Person's Account), you are required to provide your personal data which includes your name, email address, telephone number and other photographic proof of your identity.

You hereby authorize us, directly or through a third party, to make any inquiries we consider necessary to verify your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth if you are an individual, or your legal name and other relevant information if you are a Corporate Person); (b) query account information associated with your linked bank account (e.g., name or account balance); and (c) take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. We will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including your inability to withdraw Tokens from your Wallet or funds from your Cash

Account or execute Cash Trades, Market Trades and Token Trades, as a result of any identity verification or other screening procedures.

- 4.5 You will be bound by, and hereby authorize us to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your Account regardless of whether the access is authorized or unauthorized. Upon receipt of written notice from you that the security of your Account has been compromised, we will take reasonable steps to protect your Account, including, for example, to cease to allow actions initiated using any compromised account passwords. For the avoidance of doubt, the first sentence of this Clause will continue to apply to any other account password, and any substitute password issued to replace the compromised account password.
- 4.6 We may, in our sole discretion, limit the number of Accounts that you may hold, maintain, or acquire; or limit or restrict your access to the Platform.

5. RISK DISCLOSURES

- 5.1 Trading Tokens, and use of other Services provided by us, involves **significant risks** and potential for financial losses, including without limitation the following:
- (a) The features, functions, characteristics, operation, use and other properties of any Token (“**Token Properties**”) and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) (“**Underlying Technology**”) used to administer, create, issue, transfer, cancel, use or transact in any Token may be complex, technical or difficult to understand or evaluate.
 - (b) Any Token and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Token or its Underlying Technology (“**Attacks**”), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology. This may mean that technological difficulties experienced by us may prevent the access to or use of your Tokens via the Platform.
 - (c) Any Token, Token Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a “fork” or “rollback” of a Token or blockchain.
 - (d) Any Token may be cancelled, lost or double spent, or otherwise lose all or most of their value, due to various reasons including but not limited to discovery of wrongful conduct, market manipulation, forks, rollbacks, Attacks, changes to Token Properties or perceived value of Token Properties, failure of the Token to operate as intended, suspension or cessation of support for a Token by us or other exchanges or service providers, legislative or regulatory activity, or other government action since government regulation of Tokens is unsettled and rapidly evolving, and other factors outside our control. Accordingly, you may sustain a total loss or your Tokens in your Account, and, in some cases, you may incur losses beyond such Tokens.

- (e) The risk of loss in trading Tokens may be substantial and losses may occur over a short period of time.
- (f) We may at any time suspend or reject your transaction requests, suspend or cease support for Tokens or the transfer, storage or trading of any Token, or suspend or terminate your access to the Services to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, or for other reasons as specified in these Terms or otherwise at our sole discretion.
- (g) You may be unable to withdraw Tokens prior to us ceasing to support transfer of any such Tokens, resulting in the loss of any such Tokens remaining in your Account.
- (h) Under certain market conditions, you may find it difficult or impossible to liquidate a position. For example, there is insufficient liquidity in the market.
- (i) The price and liquidity of the Tokens has been subject to large fluctuations in the past and may be subject to large fluctuations in the future.
- (j) Transactions in Tokens may be irreversible. Accordingly, losses of Tokens due to fraudulent or accidental transactions (for example but without limitation, Tokens may be lost if they are sent to an address that is improperly formatted, contains errors, or is intended to be used for a different type of Token) may not be recoverable and some Token transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiate the transaction.
- (k) You may be prevented from sending a Token Order, Cash Order or Market Order or other transaction request, or your Token Order, Cash Order or Market Order or other transaction request or your email may not be received by us or the Services, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues) or may be lost, intercepted or altered during transmission. We shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, howsoever caused.
- (l) We have no control over any Crypto-Currency network and you understand all risks associated with utilizing any crypto asset network, including without limitation the risk of unknown vulnerabilities in or unanticipated changes to any network protocol. We are not responsible for any harm occurring as a result of such risks.
- (m) Unauthorized third parties may access or use your Account and effect transactions without your knowledge or authorization, whether by obtaining the password to your Account, obtaining control over another device or account used by you in connection with any enhanced security measures enabled for your Account, or by other methods.
- (n) In your jurisdiction, we may not be regulated as a financial institution, deposits of Tokens or Fiat Currency in your Account may not be considered deposits under

the laws, rules or regulations applicable in your jurisdiction. As at the date of these Terms, market for Tokens is largely unregulated with no or little participant protection; however, this market is likely to be subject to increasing regulations in the future and you should understand the risks associated with this.

- (o) Tokens are not legal tender, are not backed by any government and your Account and value balances are not subject to deposit insurance and investor protections.
- (p) The prices of Tokens quoted on the Platform may not necessarily reflect the broader market.

5.2 The risks set out in this Clause 5 apply to all trading available on the Platform. These Terms cannot, however, disclose all the risks and other aspects associated with the trading of Tokens or the use of our Services and shall not be considered as any professional advice. You should therefore carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. Please seek advice from an independent financial advisor if you have any doubt.

6. ASSUMPTION OF RISKS AND RELEASE OF TRADE.IO

6.1 The risks described in Clause 5 may result in loss of Tokens, decrease in or loss of all value for Tokens, inability to access or transfer Tokens, inability to trade Tokens, inability to receive financial benefits available to other Token holders, and other financial losses to you. You acknowledge and agree that you shall access our Platform and use our Services at your own risk. You hereby assume, and agree that we will have no responsibility or liability for, such risks and also any risks as disclosed in Clause 5 and any other related risks.

6.2 You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against us and all Indemnified Parties (as defined below) related to any of the risks set forth in these Terms.

6.3 Due to our internal policies, we only provide our Services to Users with sufficient experience, knowledge and understanding of the Platform and those who fully understand the associated risks. You represent and warrant that you have:

- (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Tokens that you decide to acquire or trade on the Platform; and
- (b) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Token or trade on the Platform.

You accept the risk of trading Tokens (including but not limited to the risks set out in Clause 5) by using the Services, and are responsible for conducting your own independent analysis of the risks specific to the Tokens and the Services. You should not acquire or trade any Tokens unless you have sufficient financial resources and can afford to lose all value of the Tokens.

6.4 Our decision to support transfer, storage or trading of any particular Token through the Services does not indicate our approval or disapproval of the Token or the integrity, security or operation of the Token or its Underlying Technology. The risks associated with Tokens and trading Tokens apply notwithstanding our decision to support a particular Token.

7. NO OFFER OF SECURITIES

7.1 We endeavour all possible measures to ensure that the Tokens that are listed on our Platform cannot be classified as “security” by the Securities and Futures Commission or the U.S. Securities and Exchange Commission or other competent national authorities. We further represent that we never intended or desired to list any Tokens that can be classified as “security”.

7.2 The responsibility for the fact that the Token or instrument cannot be classified as a “security” lies with the issuer of the Token. If there is any risk or speculation that a Token listed on the Platform may be treated as “security”, we reserve the right to delist such Token at our sole discretion.

7.3 We give no warranty and/or investment, financial, legal or any other professional advice that any Token listed on the Platform is not a “security”.

8. NON SOLICITATION

8.1 By using any of our Services or the Platform, you acknowledge and agree that we are not your broker, intermediary, agent, or advisor and have no fiduciary relationship or obligation to you in connection with any Market Trade, Token Trade or Cash Trade or other decisions or activities effected by you using the Services.

8.2 We do not provide trading or investment advice, do not have any fiduciary duty to you or any other Users and do not make any warranty about the suitability of any Token for trading or ownership by you.

8.3 No communication or information provided to you by us is intended as, or shall be considered or construed as, advice. You acknowledge and agree that your viewing of any information posted on the Platform does not constitute any solicitation or investment advice. You confirm that you have not received, will not receive and do not expect to receive any trading or investment advice from us or any of the Group Companies in connection with any of your Token Orders, Cash Orders or Market Orders. Accordingly, all Token Orders, Cash Orders or Market Orders received through the Platform shall be considered unsolicited.

9. PRIVACY POLICY

Please refer to our Privacy Policy for information about how we collect, use, and share your information.

10. SUPPORTED TOKENS

10.1 You are only permitted to trade Tokens that we support. You can find the list of Tokens we support at <https://trade.io/faq>. We reserve the right to change the Tokens we

support from time to time. Under no circumstances should you attempt to use your Wallet to store, send, request or receive Crypto-Currencies in any form that we do not support. We shall not be responsible for any loss or liability in connection with your use or attempt to use of any Wallet to store, send, request or receive Crypto-Currencies that are not Tokens.

- 10.2 We retain the right, in our sole discretion, to determine whether to support transfer, storage or trading of any Token using the Services, and may discontinue or terminate any support for any Token at any time for any or no reason. Unless otherwise required by law or law enforcement, we will make reasonable efforts to notify you of our decision to cease to support a Token. If we cease to support transfer or storage of a particular Token using the Services, we will use commercially reasonable efforts to notify you at least 14 days prior so as to afford you with an opportunity to transfer the affected Tokens from your Wallet to your Approved Token Account. If you do not transfer the affected Tokens out of your Wallet prior to cessation of support for the Token by us, such Tokens may be lost due to your inability to access, transfer or otherwise control the Tokens. We shall not be liable to you for any losses, liability or expenses related to our decision to cease any support for any Token.

11. TOKEN TRADING SERVICES

- 11.1 In order to engage in a Token Trade, Cash Trade or Market Trade, you must first transfer Tokens that are supported by the Services to your Account (only if you are engaging in a Cash Trade in which you are purchasing Tokens with Fiat Currency, then you are not required to transfer Tokens that are supported by the Services to your Account). The Services associated with your Account include a wallet service provided by us (“**Wallet**”). The Wallet will permit you to generate one or more addresses to which Tokens may be transferred from an account, wallet or address not hosted or controlled by us (“**External Token Account**”). We may require that you verify your control over an External Token Account or satisfy other verification or screening requirements prior to enabling transfers between the applicable External Token Account and your Wallet (any such External Token Account, an “**Approved Token Account**”).
- 11.2 You may periodically at your discretion transfer from an Approved Token Account to your Wallet any Tokens that are supported for transfer, storage and trading using the Services. If you transfer to your Wallet any Crypto-Currency that is not supported by the Services, such Crypto-Currencies may be permanently lost.
- 11.3 You are required to retain in your Wallet a sufficient quantity of Tokens necessary to satisfy any open Token Orders, Cash Orders (if applicable) or Market Orders and applicable fees charged by us. In addition, there may be limits on the number of Tokens that you are able to withdraw on a daily or other periodic basis. Otherwise, you may periodically at your discretion withdraw Tokens by transferring Tokens from your Wallet to an address not controlled by us (“**External Address**”). We may require you to verify that any External Address to which you seek to transfer Tokens is associated with an Approved Token Account. You hereby authorize us to use your Wallet to send to any External Address specified by you using the Services, the number of Tokens specified by you using the Services. We are not able to reverse any transfers and will not have any responsibility or liability if you have instructed us to send Tokens to an address that is incorrect, improperly formatted, erroneous or intended for a different type of Token.

- 11.4 You will be responsible for:
- (a) paying all fees charged by any third party service provider associated with any External Token Account (including the Approved Token Account(s)) or External Address as well as for paying any fees charged by us for any transfers;
 - (b) ensuring that any inbound and outbound transfers are handled in compliance with our requirements, third party service provider requirements or Token requirements;
 - (c) ensuring that the address to which any Tokens are to be transferred is properly formatted and suitable for the type of Token being transferred; and
 - (d) ensuring that there are no errors in any of the transfer instructions you provide using the Services.
- 11.5 In the event you fail to comply with any requirements of Clause 11.4, the transferred Tokens may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside our control and we make no guarantee regarding the amount of time it may take to complete any transfer. We may impose limits on the amount of any inbound or outbound transfers, or suspend or terminate the ability to transfer Tokens into or out of your Wallet in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at our sole discretion.
- 11.6 When you enter a:
- (a) Token Order, you authorize us to execute a Token Trade at a specific price for all or a portion of the number of Tokens specified in your Token Order in accordance with such Token Order. You agree to pay us our fees for Token Trades specified in our Fee Schedule and authorize us to deduct any such fees from your Wallet;
 - (b) Cash Order, you authorize us to execute a Cash Trade at a specific price for all or a portion of the number of Tokens specified in your Cash Order in accordance with your Cash Order. You agree to pay us our fees for Cash Trades specified in our Fee Schedule and authorize us to deduct any such fees from your Cash Account or Wallet. If you do not indicate whether to deduct such fees from your Cash Account or Wallet in your Cash Order, we will at our sole discretion choose to deduct such fees either from your Cash Account or Wallet; and
 - (c) Market Order, you authorize us to execute a Market Trade at the best available price for all or a portion of the number of Tokens specified in your Market Order in accordance with your Market Order. In the event liquidity at the best available price is not available to fill the entire Market Order placed by you, you authorize that the Platform may jump to the next best available price to fill the rest of the Market Order to complete the entire Market Order. You agree to pay us our fees for Market Trades specified in our Fee Schedule and authorize us to deduct any such fees from your Cash Account or Wallet. If you do not indicate whether to deduct such fees from your Cash Account or Wallet in your Market

Order, we will at our sole discretion choose to deduct such fees either from your Cash Account or Wallet.

- 11.7 It is your sole responsibility to access your Account and review your Account of any Cash Trade, Token Trade and/or Market Trade you have made on a regular basis. Every transaction indicated or referred to in your Account or other Communication shall be deemed and treated as authorised and correct as ratified and confirmed by you unless we receive written notice to the contrary within 30 Business Days from the completion of the transaction.

12. TOKEN ORDERS

- 12.1 Before a Token Order is placed, the Services will generate and display a confirmation dialogue box summarizing the details of the proposed transaction, including type and amount of Tokens you are seeking to dispose of, the price, the type and amount of Tokens that you are willing to accept in exchange for the Tokens you are seeking to dispose of, our estimated fees if the entire Token Order were to be executed, and the total number and type of Tokens that will be transferred out of your Wallet if the entire Token Order were to be executed. Your Token Order will be placed upon your confirmation of the Token Order summary via the Services. Notwithstanding the foregoing, you agree that the failure of the Services to provide the summary or confirmation of a Token Order shall not prejudice or invalidate any Token Order submitted by you or any Token Trade completed based on such Token Order.
- 12.2 Upon placement of a Token Order, your Account will be updated to reflect the open Token Order and your Token Order will be included in our order book for matching with Token Orders or Market Orders from other Users. If all or a portion of your Token Order is matched with another User, the Services will execute a Token Trade. Upon execution of a Token Trade, your Account will be updated to reflect that the Token Order has either been closed due to having been fully executed, or updated to reflect any partial fulfilment of the Token Order. Token Orders will remain open until fully executed or cancelled in accordance with Clause 12.3 below. For purposes of effectuating a Token Trade, you authorize us to take temporary control of the Tokens that you are disposing of in the Token Trade.
- 12.3 You may only cancel a Token Order initiated via the Services if such cancellation occurs before your Token Order has been matched with a Token Order or a Market Order from another User. Once your Token Order has been matched with a Token Order or Market Order from another User, you may not change, withdraw, or cancel your authorization for us to complete such Token Order. If any Token Order has been partially matched, you may cancel the unmatched portion of the Token Order unless and until the unmatched portion has been matched. We reserve the right to refuse any cancellation request associated with a Token Order after you have submitted such Token Order.
- 12.4 If you have an insufficient amount of Tokens in your Wallet to fulfil a Token Order, we may cancel the entire Token Order or may fulfil a partial Token Order that can be covered by the Tokens in your Wallet (after deducting any fees payable to us in connection with the Token Trade).

13. CASH ORDERS

- 13.1 In order to engage in a Cash Trade, in addition to complying with Clause 11, you must first provide us with your banking details that will be used for you to transfer funds from to pay for a Cash Order to purchase Tokens with Fiat Currency or receive any funds from a Cash Order to sell Tokens for Fiat Currency that you execute successfully on the Platform (such bank account, an “**Approved Bank Account**”) and any other details as we reasonably request to satisfy our AML Policy. We may require that you verify your control over an Approved Bank Account or satisfy other verification or screening requirements prior to enabling receipt of any funds from or transfer of any funds to your Approved Bank Account.
- 13.2 The Services associated with your Account include a cash account provided by us (“**Cash Account**”). You may not store any Fiat Currency in your Cash Account unless otherwise set forth in these Terms.
- 13.3 We will only accept Fiat Currencies that are supported by our Platform from your Approved Bank Account. We will not accept any Fiat Currency on your behalf from any third party or any Fiat Currency not supported by our Platform.
- 13.4 Before a Cash Order is placed, the Services will generate and display a confirmation dialogue box summarizing the details of the proposed transaction, including type and amount of Tokens you are seeking to purchase or sell, the price, the Fiat Currency that you are willing to accept in exchange for the Tokens you are seeking to purchase or sell, our estimated fees if the entire Cash Order were to be executed and where such fees are to be deducted from, and the total number and type of Tokens that will be transferred out of your Wallet (in the event you are selling your Tokens) or the total amount of Fiat Currency required in your Cash Account (in the event you are purchasing Tokens from another User) if the entire Cash Order were to be executed. Your Cash Order will be placed upon your confirmation of the Cash Order summary via the Services. Notwithstanding the foregoing, you agree that the failure of the Services to provide the summary or confirmation of a Cash Order shall not prejudice or invalidate any Cash Order submitted by you or any Cash Trade completed based on such Cash Order.
- 13.5 Upon placement of a Cash Order, your Account will be updated to reflect the open Cash Order and your Cash Order will be included in our order book for matching with Cash Orders or Market Orders from other Users. If all or a portion of your Cash Order is matched with another User, the Services will execute a Cash Trade. Upon execution of a Cash Trade, your Account will be updated to reflect that the Cash Order has either been closed due to having been fully executed, or updated to reflect any partial fulfilment of the Cash Order. Cash Orders will remain open until fully executed or cancelled in accordance with Clause 13.10 below. For purposes of effectuating a Cash Trade to sell your Tokens, you authorize us to take temporary control of the Tokens that you are selling in the Cash Trade and for purposes of effectuating a Cash Trade to buy Tokens from another User, you authorize us to take temporary control of the amount of Fiat Currency that you will use to buy Tokens in the Cash Trade.
- 13.6 When you execute a Cash Order to purchase Tokens with Fiat Currency, you are required to transfer the required amount of funds in Fiat Currency supported by us from the Approved Bank Account to your Cash Account to complete the Cash Order (which funds shall include our applicable fees) within 1 days of executing the related Cash Order.

- 13.7 You may sell your Tokens in your Account in exchange for Fiat Currency supported by us by executing a Cash Order. In such circumstances, upon receipt of the funds from another User who is the buyer of your Tokens pursuant to the Cash Order, we will transfer such funds less our fees directly to your Approved Bank Account.
- 13.8 In addition to the fees set out in Clause 11.4, you will be responsible for:
- (a) paying all fees charged by the bank of your Approved Bank Account as well as for paying any fees charged by us and our banks to accept any funds from or transfer any funds to your Approved Bank Account;
 - (b) ensuring that any inbound and outbound transfers of Fiat Currency are handled in compliance with our requirements, third party banks or service provider requirements;
 - (c) ensuring that your Approved Bank Account details to which any Fiat Currency is to be transferred is accurate; and
 - (d) ensuring that there are no errors in any of the transfer instructions you provide using the Services.
- 13.9 In the event you fail to comply with any requirements of Clause 13.8, we may not be able to transfer or accept any Fiat Currency from or to your Approved Bank Account. The timing for completing any transfer will depend on third party actions that are outside our control and we make no guarantee regarding the amount of time it may take to complete any transfer. We may impose limits on the amount of any inbound or outbound transfers of Fiat Currency, or suspend or terminate the ability to transfer Fiat Currency into or out of your Approved Bank Account in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at our sole discretion.
- 13.10 You may only cancel a Cash Order initiated via the Services if such cancellation occurs before your Cash Order has been matched with another Cash Order or Market Order from another User. Once your Cash Order has been matched with a Cash Order or Market Order from another User, you may not change, withdraw, or cancel your authorization for us to complete such Cash Order. If any Cash Order has been partially matched, you may cancel the unmatched portion of the Cash Order, as the case may be, unless and until the unmatched portion has been matched. We reserve the right to refuse any cancellation request associated with a Cash Order after you have submitted such Cash Order, as the case may be.
- 13.11 In the event you cancel any Cash Order to purchase any Tokens with Fiat Currency and the cancellation is approved by us, we will transfer the funds you remitted to your Cash Account for such Cash Order to your Approved Bank Account within 30 days of such cancellation.
- 13.12 In any event, we shall not be liable to you or any party for any failure or delay relating to any transfer of Fiat Currencies caused by (or as a result of any action taken or omission of) any bank and/or financial institution.

- 13.13 If you have an insufficient amount of Tokens in your Wallet or the amount of Fiat Currency in your Cash Account, as the case may be, to fulfil a Cash Order, we may cancel the entire Cash Order or may fulfil a partial Cash Order that can be covered by the Tokens in your Wallet (after deducting any fees payable to us in connection with the Cash Trade) or the amount of Fiat Currency in your Cash Account (after deducting any fees payable to us in connection with the Cash Trade), as the case may be.

14. MARKET ORDER

- 14.1 A “**Market Order**” is an order where the User requests to exchange one Token for another Token or Fiat Currency at the best available price. The Platform will match the Market Order with other orders placed by other Users. In the event liquidity at the best available price is not available to fill the entire Market Order placed by the User, the Platform will jump to the next best available price to fill the rest of the Market Order to complete the entire Market Order.
- 14.2 In order to engage in a Market Trade to exchange Tokens for Fiat Currency, in addition to complying with Clause 11, you must have Approved Bank Account approved by us and to provide us with any other details as we reasonably request to satisfy our AML Policy.
- 14.3 In the event the Market Order is to exchange Tokens for Tokens, before such Market Order is placed, the Services will generate and display a confirmation dialogue box summarizing the details of the proposed transaction, including type and amount of Tokens you are seeking to dispose of, the price, the type and amount of Tokens that you are willing to accept in exchange for the Tokens you are seeking to dispose of, our estimated fees if the entire Market Order were to be executed, and the total number and type of Tokens that will be transferred out of your Wallet if the entire Market Order were to be executed. Your Market Order will be placed upon your confirmation of the Market Order summary via the Services. Notwithstanding the foregoing, you agree that the failure of the Services to provide such Market Order summary or confirmation shall not prejudice or invalidate any Market Order submitted by you or any Market Trade completed based on such Market Order.
- 14.4 In the event the Market Order is to exchange Tokens for Fiat Currency, before such Market Order is placed, the Services will generate and display a confirmation dialogue box summarizing the details of the proposed transaction, including type and amount of Tokens you are seeking to purchase or sell, the price, the Fiat Currency that you are willing to accept or pay in exchange for the Tokens you are seeking to purchase or sell, as the case may be, our estimated fees if the entire Market Order were to be executed and where such fees are to be deducted from, and the total number and type of Tokens that will be transferred in or out of your Wallet (as the case may be) or the total amount of Fiat Currency required in your Cash Account or that you will receive (as the case may be) if the entire Market Order were to be executed. Your Market Order will be placed upon your confirmation of the Market Order summary via the Services. Notwithstanding the foregoing, you agree that the failure of the Services to provide the summary or confirmation of a Market Order shall not prejudice or invalidate any Market Order submitted by you or any Market Trade completed based on such Market Order.

- 14.5 Upon placement of a Market Order, your Account will be updated to reflect the open Market Order and your Market Order will be included in our order book for matching with other Token Orders or Cash Orders from other Users. If all of your Market Order is matched with another User, the Services will execute a Market Trade. If only a portion of the Market Order is matched with another User, the Platform will jump to the next best available price to fill the rest of the Market Order to complete the entire Market Order and at such time when all of your Market Order is filled, the Services will execute a Market Trade. Upon execution of a Market Trade, your Account will be updated to reflect that the Market Order has either been closed due to having been fully executed. Market Orders will remain open until fully executed. For purposes of effectuating a Market Trade to sell your Tokens, you authorize us to take temporary control of the Tokens that you are disposing of in the Market Trade and for the purposes of effectuating a Market Trade to buy Tokens from another User with Fiat Currency, you authorize us to take temporary control of the amount of Fiat Currency that you will use to buy Tokens in the Market Trade.
- 14.6 You are not able to cancel, change or withdraw any Market Order initiated via the Services.
- 14.7 If you have an insufficient amount of Tokens in your Wallet or insufficient amount of Fiat Currency in your Cash Account to fulfil a Market Order, as the case may be, we may cancel the entire Market Order or may fulfil a partial Market Order that can be covered by the Tokens in your Wallet (after deducting any fees payable to us in connection with the Market Trade) or the amount of Fiat Currency in your Cash Account (after deducting any fees payable to us in connection with the Market Trade), as the case may be.

15. **TIMING OF CASH TRADE AND TOKEN TRADE**

We will use our reasonable endeavours to provide you with our Services in accordance with the timetable set out in these Terms or on the Site. You acknowledge and accept that any dates given by us are estimates only and that delivery of the Services (such as settlement of a Cash Trade or Token Trade) will be dependent upon many factors that are beyond our reasonable control.

16. **FEES**

You agree to pay our fees described in the fee schedule (“**Fee Schedule**”), as periodically updated by us at our sole discretion. The updated Fee Schedule will apply prospectively to any Cash Trades, Token Trades and Market Trades or other transactions that take place following the effective date of such updated Fee Schedule. You authorize us to remove Tokens from your Wallet upon a completed Token Trade or Market Trade, as the case may be, or deduct funds from your Cash Account or from funds received from the buyer of your Tokens upon a completed Cash Trade or Market Trade, as the case may be, for any applicable fees owed by you under these Terms.

17. **CONDITIONS AND RESTRICTIONS**

- 17.1 We may, at any time and in its sole discretion, refuse any transfer request, Token Order, Cash Order, Market Order or other transaction request submitted via the Services, impose limits on the amounts of transfers, Cash Trades, Token Trades or Market Trades that can be completed on a daily or other periodic basis or impose any other conditions

or restrictions upon your use of the Services, without prior notice. For example, we may: (a) limit the number of open Token Orders, Cash Orders or Market Orders that you can establish via the Services; (b) restrict transaction requests from certain locations; or (c) restrict withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if we receive reasonable notice that your ownership of some or all of the Tokens in your Account is in dispute.

18. VIOLATIONS

18.1 By using our Services, you agree not to:

- (a) violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services;
- (b) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- (c) use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- (d) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Services or to extract data from or introduce any malware, virus, trojan worms, logic bombs, or other harmful material to the Platform;
- (e) use or attempt to use another User's account without authorization;
- (f) attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Services that you are not authorized to access;
- (g) develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed;
- (h) provide false, inaccurate, or misleading information;
- (i) post content or communications on the Platform that are, in our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise inappropriate or objectionable;
- (j) post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick other Users;
- (k) post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, identification numbers and credit card or bank account numbers; and

- (l) encourage or induce any third party to engage in any of the activities prohibited under this Clause.

19. CHANGES OR SUSPENSION OF SERVICE, TERMINATION OF YOUR ACCOUNT

19.1 You may terminate your Account with us at any time by providing us with a written notice by email at support@trade.io from your registered email address linked to your Account.

19.2 We may, in our sole discretion and without any liability to you, with or without prior notice to you, with immediate effect:

- (a) refuse to complete or block, cancel or reverse a Token Order, Cash Order or Market Order you have authorised;
- (b) suspend, restrict or terminate your access to any or all of our Services; and/or
- (c) deactivate or terminate your Account,

if any of the following events occur:

- (i) inactivity of your Account for more than 6 months;
- (ii) we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
- (iii) we reasonably suspect you of acting in breach of any of these Terms;
- (iv) we have concerns that a transaction is erroneous or about the security of your Account or we suspect that our Services are being used in a fraudulent or unauthorised manner;
- (v) we suspect that your Tokens or the funds you exchange on our Platform are direct or indirect proceeds of any criminal or fraudulent activity or that you or your Account is associated with any other money laundering, terrorist financing, or any other financial crime;
- (vi) use of your Account is subject to any pending litigation, investigation, government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
- (vii) you take any action that may circumvent our controls such as opening multiple Accounts with us or abusing promotions which we may offer from time to time; and/or
- (viii) if you have insufficient Tokens in your Wallet to cover the Token Trade or Market Trade or insufficient funds in your Cash Account to settle a Cash Trade or Market Trade and associated fees at the time that we receive a Token Order, Cash Order or Market Order.

- 19.3 We may suspend, restrict, or terminate your access to any or all of the Services and/or deactivate or terminate your Account without any reason, with or without prior notice and at any time.
- 19.4 In addition, we may, at our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.
- 19.5 Further, we reserve the right to reverse and/or cancel any Token Order, Cash Order or Market Order in the event there is any disruption or malfunction in the operation of any electronic communications, trading facilities, storage facilities, recording mechanisms or other components of or integral to the Platform or your Tokens or funds or there is any other severe business disruption to the Platform, its systems or to your Tokens or funds, where the nullification or transactions may be necessary for the maintenance of a fair and orderly market or for the protection of you and the public interest. If such disruption or malfunction occurs, one of our representatives may review the affected Token Order, Cash Order or Market Order made by you during the disruption or malfunction and declare such Token Order, Cash Order or Market Order null and void.
- 19.6 If we refuse to complete a Token Order, Cash Order or Market Order and/or suspend or terminate your Account and/or terminate your use of our Services, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal of, suspension or termination and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or termination.
- 19.7 We shall not be liable for any losses suffered by you resulting from any modification of any Services or from any suspension or termination of your access to all or a portion of any Services or termination of your Account (whether pursuant to this Clause 19 or for any other reason). If and when Services resume and we have not terminated your Account, you acknowledge that Token valuations and exchange rates may differ significantly from the valuations and rates prior to such event and that we are under no obligation to allow you to reinstate a Token Order, Cash Order or Market Order at the same price or on the same terms as the suspended, reversed or cancelled Token Order, Cash Order or Market Order.

20. EFFECT OF TERMINATION

- 20.1 In the event of discontinuation of all Services or other termination of your right to access all Services or termination of your Account:
- (a) all amounts payable by you to us will immediately become due and you agree that we have the right to deduct such number of Tokens from your Wallet or funds from your Cash Account to settle your outstanding fees owed to us;
 - (b) we may delete or deactivate your Account and all related information and files in such Account without liability to you; and
 - (c) we may cancel any open Token Orders, Cash Orders, Market Orders or other transaction requests that are pending at the time of discontinuation or termination.

- 20.2 In the event of discontinuation or termination of all Services or Accounts or discontinuation or termination of transfer or storage Services for all or some Tokens and/or Fiat Currency, we will use commercially reasonable efforts, unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority, to provide you with a period of 90 days to remove the affected Tokens from your Wallet or Fiat Currency in your Cash Account.
- 20.3 Termination of your Account, discontinuation of all Services or other termination of your right to access all Services will not affect any rights and obligations incurred prior to the date of such termination.
- 20.4 You shall be responsible for any fees, charges, expenses, costs or obligations (including without limitation legal costs, court fees or transfer costs of Fiat Currency and Tokens) incurred or associated with the termination of your Account, discontinuation of all Services or other termination of your right to access all Services including any outstanding fees incurred by you prior to such termination or discontinuation. In the event such fees, charges, expenses, costs or obligations exceed the value in your Account or that we are unable to deduct such fees, charges, expenses, costs or obligations from your Account for any reason whatsoever, you agree to reimburse us promptly upon our demand.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 You acknowledge that Our Properties belong and shall continue to belong to us. All our rights are reserved. Our Properties are protected by copyright and other applicable intellectual property laws and regulations. Nothing in these Terms should be construed as granting any licence to or right to use any of Our IP without our express written consent. Any unauthorised use of Our Properties is strictly prohibited and may result in us taking necessary actions against such unauthorised use.
- 21.2 We hereby grant you a limited, non-assignable, non-exclusive and non-sublicensable, worldwide, royalty free licence to use our Platform and access the data and other informational content through the Platform consistent with the use of the Services for as long as we permit you to continue to access the Services. All other uses are prohibited. All rights in and to Our Properties, and not granted herein, are reserved.
- 21.3 You agree that you will only use the Platform as an online Token trading and exchange platform and not for any other lawful or unlawful purposes.
- 21.4 By using our Services, you will not:
- (a) modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, resell, lease, lend, share, distribute or create derivative works of or otherwise permit any third party to use the Services or Our Properties, or any portion thereof;
 - (b) frame, display or incorporate the Services or Our Properties or any portion thereof in any website or any other work of authorship;
 - (c) decompile, disassemble, reverse engineer or attempt to discover the source code of the Services or Our Properties or any portion thereof;

- (d) use the Services or Our Properties to design, develop or create any competing product or service; or
 - (e) otherwise use the Services or Our Properties for any commercial or non-commercial purpose other than their intended purposes determined at our discretion.
- 21.5 You acknowledge and agree that the trademark “trade.io”, any product or service names, logos, and other marks used on the Platform, or otherwise in connection with the Services, are trademarks owned by us or our licensors. You may not copy, imitate or use them without our prior written consent.
- 21.6 In the event you provide any feedback, suggestions, ideas, or other information or materials regarding us or the Services, whether they are provided by email, posting through the Services or otherwise (collectively, the “**User Ideas**”), such User Ideas belong and shall continue to belong to us. You hereby assign to us all your rights, title and interest in such User Ideas together with all associated intellectual property rights. You agree that you will not receive any acknowledgement or compensation based on any User Ideas or any modifications made to the Platform or the Services based on the User Ideas and you hereby waive any claim thereof.
- 21.7 In the event you provide any other text, information, data, materials, images or other content that is not User Ideas owned by us (“**User Information**”), you hereby grant us a sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide and royalty free licence to use, copy, modify, create derivative works of, display, perform, publish and distribute the User Information, in any form, medium or manner. You represent and warrant that you own or have the right to grant the rights and licences of the User Information and that the use of the User Information in whichever manner we choose to shall not violate, misappropriate or infringe on the rights of any third party.
- 21.8 We have the sole discretion to remove any User Ideas or User Information from the Platform for any reason.

22. **THIRD-PARTY CONTENT**

The Platform may link to other websites operated by or content provided by third parties (“**Third-Party Content**”). We have no control over nor do we endorse or adopt any Third-Party Content. Your use of the Third-Party Content and your interaction with such third parties are at your own risk. We shall not be responsible for any Third-Party Content whether or not it is misleading, inaccurate, incomplete, offensive, erroneous, indecent or otherwise objectionable. Your dealings (whether personal or business) or correspondence with such third parties are solely between you and them and we are not responsible nor liable for any loss or damage of any sort incurred as a result of any such dealings or correspondence.

23. **DISCLAIMER**

- 23.1 To the maximum extent permitted under applicable law, the Platform and the Services provided by us are on an “as is” and “as available” basis. We expressly disclaim, and you waive, any and all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or

non-infringement or warranties arising from the course of performance, course of dealing or usage in trade. Without limiting the foregoing, we do not represent or warrant that the Platform or the Services provided by us are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

- 23.2 You acknowledge that information that you store or transfer through our Service may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including without limitation, software failures, viruses or other harmful materials, protocol changes by third party providers, internet outages, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside of our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Services.
- 23.3 Due to our reliance on third party data suppliers and telecommunication and internet services, over which we have no direct control, we make no warranties in respect of the accuracy, suitability for purpose or requirements and/or uninterrupted availability of the Services. Accordingly, we shall not be liable to you or any party:
- (a) for any accuracy, completeness, timeliness or correct order of information;
 - (b) for any changes or updates to these Terms (including without limitation to our fees or AML Policy) with or without notice;
 - (c) for any decision you make or action you take by relying on any information on the Platform;
 - (d) for any Cash Trade, Token Trade, Market Trade or any other transaction that is completed on the Platform;
 - (e) for any Cash Trade, Token Trade, Market Trade or any other transaction that you initiate or attempt that is not completed;
 - (f) for the price at which you buy or sell Tokens on the Platform;
 - (g) whether or not you are able to buy or sell Tokens on the Platform; and/or
 - (h) if the use, ownership, buy or sale of Tokens becomes illegal or impermissible due to any law, rule, regulation, action, enforcement or order in your or our jurisdiction.
- 23.4 The disclaimer of implied warranties contained in this Clause 23 may not apply if and to the extent it is prohibited by applicable law of the jurisdiction in which you reside.
- 23.5 In addition, in no event shall we or any of the Indemnified Parties be liable for any incidental, direct, indirect, special, punitive, consequential, exemplary, reliance damages or similar damages whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit), costs (including legal costs, professional advisers', experts' and consultants' fees and costs of investigation, defence, appeal, enforcement and remediation), expenses, disbursements and other liabilities in any case of any nature whatsoever (collectively, the “Losses”), whether foreseeable or unforeseeable, arising out of or in connection with:

- (a) with the existence, furnishing, functioning or your use of the Platform or the Services or the non-performance of the Services or any other item provided by or on behalf of us;
- (b) any act or omission in connection with your accessing the Platform and/or using the Services;
- (c) any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including (to the extent permissible by law), but not limited to, those arising from our or our Group Companies or our Affiliates' negligence or recklessness, or contingencies beyond our or their control in procuring, compiling, interpreting, computing, reporting or delivering the Platform, the Services thereon or the information therein;
- (d) any failure or delay relating to the funds transfer caused by (or as a result of any action taken or omission of) any bank and/or financial institution;
- (e) any failure or delay relating to the Tokens transfer caused by any third party service operators;
- (f) any transmission of any viruses, spyware, worms, Trojan horses or other malware which may infect a User's equipment;
- (g) any disruption or malfunction of the Platform or the Services which prevents us from fulfilling our obligations under these Terms (including but not limited to any failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems);
- (h) any unauthorized access, theft, operator errors, hacks, cyber-attacks, spoofing, phishing or other attacks; and/or
- (i) any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond our reasonable control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, employee strikes, accident, action of government, communications, power failure, or equipment or software malfunction;

even if we have already been advised of the possibility of such damages.

23.6 Notwithstanding any provision in this Clause 23, if a court or tribunal of competent jurisdiction finds us liable for any Losses, in contract, tort, or other legal or equitable causes of action or theories, arising out of or in connection with the Platform or the Services or the non-performance of the Services or our breach of these Terms, you agree that our liability in respect of any Claim shall be limited to those actual and direct damages which are reasonably incurred by you and our maximum aggregate liability in respect of all Claims shall not exceed the total fees paid by you under these Terms over the 3 months prior to the date on which the liability accrued.

23.7 To the extent that a court or tribunal of competent jurisdiction holds any portion of the limitation of liability or waivers in these Terms (and in particular in this Clause 23) to be

unenforceable under the governing law of these Terms, such provisions shall be enforceable to the maximum extent permitted by such law.

- 23.8 Nothing contained in these Terms shall take effect or be construed so as to limit our liability under Section 8 of the Supply of Services (Implied Terms) Ordinance (Chapter 457 of the Laws of Hong Kong) or our liability for death or personal injury resulting from the our negligence as defined in Section 2 of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).

24. INDEMNIFICATION

24.1 You shall compensate and defend, indemnify, and hold harmless us, our Affiliates, our Group Companies and our and their respective shareholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers and contractors and each of their respective successors, assigns, heirs and legal personal representatives (collectively, “**Indemnified Parties**” and each an “**Indemnified Party**”) and keep each Indemnified Party indemnified against any claim, demand, lawsuit, action, proceeding, investigation, liability, damages, whether direct, indirect, consequential or special, and any other damages of any kind (including without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit), loss, cost or expense (including without limitation reasonable legal fees) howsoever incurred by us arising out of or relating to:

- (a) our provision of any of the Services to you pursuant to these Terms, whether or not arising from or in connection with your use or improper use of such Services, or conduct or improper conduct in connection with, the Services;
- (b) your use of any of the Services or your access of the Platform;
- (c) any User Ideas or User Information you provide;
- (d) your violation of any of these Terms and/or the Indemnified Party’s enforcement thereof;
- (e) your violation of any applicable law or the rights of any other person or entity;
- (f) your violation of any of the rules of any Competition that you have participated in; or
- (g) invalidity or breach of any representations, warranties or covenants given by the holder of any Competition you have participated in.

24.2 If you are obligated to indemnify any Indemnified Party, we (or, at our discretion, the applicable Indemnified Party) will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms.

24.3 Clause 24.1 shall not be applicable if such damages are caused by our gross negligence.

25. REMEDIES

Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these Terms by you. Accordingly, in addition to any other remedies that may be available, in law, in equity or otherwise, we shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of these Terms or continuation of such breach by you, without the necessity of proving actual damages.

26. SURVIVAL

Clauses 1, 6.2, 10.2, 13.12, 16, 19.7, 20, 21.1, 23 to 28, 30, 31, 33, 36 and 39 will survive any termination of your access to the Services or any termination of your Account.

27. ELECTRONIC NOTICES

27.1 We provide all communications, agreements, documents, receipts, notices, and disclosures (collectively, “**Communications**”) in connection with these Terms, your Account or any Services to our Users electronically. You consent to receive electronically all such Communications and that we may provide them to you by posting them via the Services, by emailing them to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data, and other rates and fees may apply to any mobile Communications. Please maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us to request additional electronic copies of Communications or, for a fee as stated in our Fee Schedule, paper copies of Communications by filing a request at support@trade.io. If you request for paper copies of Communication, please send your request to us within **14** days of receiving the electronic Communication. Please make sure you have provided us with your current street address otherwise we will use the address we have on file or if we don't have your address on file, we will not be able to provide you with any paper copies of Communication.

27.2 You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to us at support@trade.io. If you decline or withdraw consent to receive electronic Communications, we may suspend or terminate your use of the Services.

27.3 If we send you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add us to your email address book so that you will be able to receive the Communications we send to you. If your email address or mobile phone number becomes invalid such that electronic Communications we sent to you are returned, we may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

27.4 It is your responsibility to keep your email address and/or mobile phone number on our file up to date so that we may communicate with you electronically. You must inform us,

without undue delay, of any changes to your email address and/or mobile phone number. You can update your email address, mobile phone number, or street address at any time by filing a request at support@trade.io.

28. RECORDING OR ARCHIVING

You agree that we are permitted to record any conversation you had with us on the telephone or mobile phone or any electronic Communications you had with us and that we are permitted to archive all online transactions, Communications and information relating to your Account and/or your use of the Platform and our Services.

29. MODIFICATION OF TERMS

We may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Services, or updating these Terms on our Platform. By clicking on an “I Agree” button or checkbox presented with the modified Terms, or by continuing to access or use of the Services, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. Please frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of the Platform or Services, please contact our Support Team by filing a support request at support@trade.io.

30. DISPUTE RESOLUTION

30.1 With the exception only of disputes controversy, difference or claim related to the enforcement or validity of Our IP, any disputes, controversy, difference or claim arising out of or in connection with or relating to these Terms or the Services, including, but not limited to, the existence, interpretation, performance, breach, termination or validity thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms or the Services shall be referred to and finally resolved by arbitration under UNCITRAL Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration provision shall be Hong Kong law. The appointing authority shall be Hong Kong International Arbitration Centre (the “Centre”). The place of arbitration is Hong Kong. The number of arbitrators shall be one (1) to be appointed by the Centre. The arbitration proceedings shall be conducted in English. The decision of the sole arbitrator to any such dispute, controversy, difference or claim shall be final and binding upon both Parties.

30.2 With respect to disputes, controversy, difference or claim subject to arbitration or court pursuant to this Clause 30, you are giving up the right to litigate those disputes, controversy, difference or claim in court before a judge or jury. Further, you agree not to commence any class action, class arbitration or representative action or proceedings against us.

31. GOVERNING LAW

31.1 The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of Hong Kong, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may

initiate a proceeding related to the enforcement or validity of Our IP in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, courts of Hong Kong will have non-exclusive jurisdiction. You waive any objection to venue in any such courts.

- 31.2 You agree that all Token Orders, Cash Orders, Market Orders, deposits of funds into your Cash Account, withdrawals of any Tokens or funds or sales on the Platform and contemplated according to these Terms are deemed to have occurred in Hong Kong and be subject to the internal laws of Hong Kong without regards to its conflicts of laws provisions.

32. ACCURACY OF INFORMATION.

You must provide any information required by any screen displayed within the Services. You represent and warrant that all information you provide via the Services is accurate and complete.

33. COMPLIANCE WITH LAW; TAXES.

You are responsible for complying with all applicable laws related to your trading activities and other use(s) of the Services, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the Cash Trades, Token Trades, Market Trades and any other transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Cash Trades, Token Trades and/or Market Trades or for collecting, reporting, withholding, or remitting any taxes arising from any Cash Trades, Token Trades and/or Market Trades.

34. AML POLICY

We maintain an AML Policy. The AML Policy may be updated from time-to-time, including the procedures that we use to verify our Users' identities.

35. ERROR CORRECTION ATTEMPTS

We may, at our option and discretion, attempt to correct, reverse or cancel any Token Order, Cash Order, Market Order, Cash Trade, Token Trade, Market Trade or transfer with respect to which we have discovered that there was an error, whether such error was by you, us or a third party. You hereby authorize us to attempt any such correction, reversal or cancellation described in this Clause. We provide no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

36. UNCLAIMED PROPERTY

If your Account has been inactive and you have not responded to our reasonable attempts to contact you for a period of several years (as defined by the relevant state statutes) or that your Account is closed for any reason, we may be required to report any Tokens in your Wallet or funds in your Cash Account to the applicable governmental entity as unclaimed property. If this occurs, we will use reasonable efforts to contact you

using the contact information provided by you. If you do not respond to any such notice, we may be obligated to turn over any Tokens in your Wallet or funds in your Cash Account to the Hong Kong authorities as unclaimed property after deducting any fees payable to us, as permitted by applicable law.

37. TOKEN PROMOTIONS

You are responsible for doing all things and taking all actions necessary to enable or receive financial or other benefits made available to Token holders. For example, and without limitation, if new or additional Tokens are provided (whether by “airdrop” or other means) to holders of a Token, it would be your responsibility to claim the Tokens and to designate the wallet address for such Tokens to be delivered. We have no responsibility to enable, facilitate or help with claiming or receiving any such Tokens or other benefits.

38. COMPETITION

Our Group Companies, business partners, or contractors may from time to time hold different competitions, trials, games and any other type of events available (collectively, the “**Competitions**” and each a “**Competition**”) to certain Users through our Platform. By agreeing to participate in such Competitions, you shall comply with the rules of a particular Competition. Such Competitions may not be available to Users of certain jurisdictions. We do not control the Competitions and shall have no responsibility for conducting and holding the Competitions. We reserve the right to publish the rules of the Competitions received from the holder of such Competitions on the Platform. You understand and acknowledge that your participation in such Competitions and your interaction with the holders of such Competitions are at your own risk.

39. OTHER TERMS

- 39.1 Our failure at any time or times to require performance of any provision of these Terms shall in no manner affect our right to enforce such provision at a later time. Our waiver of any condition or the breach of any term, representation or warranty contained in these Terms whether by conduct or otherwise in any one or more instances shall not be deemed to be construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or be deemed to be or construed as the breach of or a waiver of any other term, covenant, representation or warranty in these Terms.
- 39.2 The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 39.3 The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
- 39.4 You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, to any party without notice or obtaining your consent or approval.

- 39.5 In the event we are acquired by or merged with another entity, we reserve the right in any of these circumstances to transfer any of your information we collected from you to such other entity.
- 39.6 Nothing contained in these Terms, and no action taken by you, shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, association, joint venture or other entity of any kind.
- 39.7 All your and our rights and obligations shall be limited to those expressly set forth herein.
- 39.8 Except for you, us and the Indemnified Parties, no other person shall have the rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any of these Terms.
- 39.9 These Terms constitute the entire agreement between you and us, and supersede all prior and contemporaneous understandings between you and us regarding the Services. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will prevail unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.