

TERMS OF SERVICE

MHX LLC

Version dated: December 13, 2024

PREAMBLE

These Terms of Service (the “**Terms**”) define the rules applicable to the use of the services made available through the Platform. These Terms are entered into between you and **MHX LLC**, a company organized under the laws of Saint Vincent and the Grenadines with a registered address at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines, with registration company number 3331 LLC 2023 (the “**Company**”, “**we**”, “**We**”, “**us**” or “**Us**”).

Any User who wants to access the Services offered on or through the Platform must accept these Terms. The User confirms that he/she has read and understood the Terms and agrees to respect and comply with all clauses and articles of the Terms. The User also warrants and agrees to comply with all applicable laws and regulations. These Terms shall be read and interpreted in conjunction with the Specific Terms for Conversion Services, the Specific Terms for Lending Services, the Loan Agreement (if any), the Execution-only Agreement (if any) and the Privacy Notice.

By pressing the tick-box, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with these Terms and all laws and regulations which may be applicable to the Services offered on or through the Platform. If you do not agree to comply with the Terms, you must refrain from using the Platform and/or benefiting from the Services.

In particular, you acknowledge that you have read and understood the clauses in these Terms relating to Company's disclaimer of warranties, limitation of liability and the manner in which we may make changes to these Terms. You also acknowledge that you have read and understood Specific Terms for Conversion Services, the Specific Terms for Lending Services, the Loan Agreement (if any), the Execution-only Agreement (if any) and the Privacy Notice.

The Company reserves the right to modify the Terms at any time, as the Company deems necessary or desirable. The User will have access at all times to the latest Terms. In the event that these Terms shall be amended, the Company may notify the User that the Terms have been amended through an electronic mail sent to the address provided to the Company when creating a User Account (as defined in Annex 1) for information purpose only.

The User may be asked to accept the new version of the Terms. Your continuous use of the Platform and the Services after the amendment of these Terms (whether or not you receive a

notification by email of the modifications) implies an acceptance by you of the amended Terms.

If you do not agree with these Terms or to any modifications to these Terms, you should stop using the Platform and/or benefiting from the Services.

1. DEFINITIONS

Definitions are set forth in Annex 1.

2. SERVICES

The Company provides a Platform allowing Users to benefit from the following Services:

- the **Lending Services**, which consists in offering the possibility for the User to enter into Loan Agreement with the Company and to borrow Cryptocurrencies or Stable coins through the pledging of a Collateral on the User's Wallet;
- the **Conversion Services**, which consists for the Company to place Order(s), on behalf of the User on an execution-only basis, to convert Cryptocurrencies or Stable coins to other Cryptocurrencies or Stable coins and to allow the User(s) to store their Cryptocurrencies or Stable coins on the blockchain in a segregated way; and
- the MultiHODL/Turbocharge, *i.e.* a user-friendly combination of the Lending Services and the Conversion Services allowing the User to enter into several, successive and **independent** Loan Agreements by pledging several and **independent** Collaterals.

The User must create a User Account on the Platform prior to being able to make use of the Services offered by the Company. The Users shall solely be entitled to use Cryptocurrencies or Stable coins within the meaning of these Terms when using the Services.

3. SEGREGATION OF THE CRYPTOCURRENCIES

The Company warrants that any Cryptocurrencies or Stable coins will be held off-balance sheet and in a segregated manner from all its own Assets. You accept that the Company may open accounts at Third-Party Service Providers and that your Assets may be stored at Third-Party Service Providers which are disclosed to you on the Platform.

The Company warrants that any Cryptocurrencies or Stable coins are held in a segregated and secured manner on the blockchain.

The Services are supported by the use of the following Cryptocurrencies:

- Utility Tokens;
- Payment Tokens; and
- Stable Coins.

Asset/Security Tokens are expressly excluded. The Company may at its sole and entire discretion accept additional Cryptocurrencies or refuse to accept the above-mentioned Cryptocurrencies, at any time and without having to explain the reason. You agree that you will not hold the Company liable for any damages resulting from such a decision.

4. INVESTIGATION

You understand that the Company reserves the right to investigate the source of any Cryptocurrencies or Stable coins used when benefitting from any of the Services offered by the Company, especially but not only to ensure that there is no infringement of the AML laws and AML Policy. The Company may use Third-Party Service Providers to investigate and control the respect of the AML laws and AML Policy.

If, following the review of any Cryptocurrencies or Stable coins in question and the circumstances by which you received them, the Company determines that you are not the owner or that these Assets stem from criminal or illicit activities, you hereby accept and understand that the Company reserves the right to dispose of these Assets in accordance with the applicable laws and to report any findings to the relevant investigation agency and/or, when required by AML laws.

You hereby represent and warrant that you will comply with KYC and AML requirements and provide us with accurate information and true documents only and that the information provided is correct and accurate, including the information provided relating to your source of Assets and your source of wealth.

5. USE OF THE SERVICES AND THE PLATFORM

The Company grants you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable, royalty-free license permission to use the Platform for its intended purposes (*i.e.* benefitting from the Services) subject to your strict compliance with the applicable law, these Terms, the Privacy Notice and any other policy issued by the Company which is applicable to the User.

The Company is constantly modifying and improving the Services and the Platform. New features may at any time be introduced and existing features may be changed or removed from the Platform at any time and without notice. In the event that you provide us with any feedback on or comments regarding the Services and/or the Platform, you grant the Company the right to use such feedback or comments for any purpose without restriction or payment to you.

The Company reserves all right, title and interest in its own and any affiliates' Intellectual Property Rights in and to the Services and the Platform.

When using the Platform, you warrant that you will not:

- a. disclose your User Account login credentials including your recovery phrase or code if you use the "*Forget my password*" functionality. The Company will never ask you for your credentials by telephone or email and you shall be solely responsible for any loss resulting from phishing or disclosure of your credentials to Third-Parties;
- b. falsely state or otherwise misrepresent yourself;
- c. authorize Third-Parties from using your User Account, being specified that the Company is not responsible if a third party can access the Platform through your User Account. You are solely responsible for all the consequences arising thereof;
- d. share your User Account with any Third-Party;
- e. give your password or credentials to any Third-Party;
- f. copy, in whole or in part, any of the information contained on the Platform other than for the purposes contemplated by these Terms;
- g. exploit the Services offered on the Platform or any part of it for any commercial purpose, including any advertisement for your own or any other person's products and services;
- h. copy, adapt, modify, perform reverse engineering, disassembling or decompiling any part of the Platform and/or any part of its software (including its source and/or object code);
- i. create or maintain any unauthorized connection to the Platform;
- j. disseminate, launch or use viruses, worms, trojan horses, and other malware when using the Platform;
- k. use automated programs, which especially but not only include web scrappers and scripts, for the collection of the information contained on the Platform as well as for the collection of the information on the other Users of the Platform;
- l. copy, modify, distribute or sell any part of the Services available on the Platform;
- m. introduce any material that contains software viruses, worms, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, mobile devices

or telecommunications equipment or any other technologies that may harm the Platform, its software, the Services or the interests of any User or of the Company;

- n. use Assets on the User Account that would constitute, encourage or provide instructions for a criminal offense and/or Assets which have criminal or illicit activity at their source, including tax fraud;
- o. transmit, distribute, store or otherwise make publicly available on the Platform any private information or Personal Data of any Third-Party, including, addresses, phone numbers, email addresses and/or credit card numbers;
- p. copy, modify, distribute or sell any part of the Services, the Platform and its software (including its source code and/or object code);
- q. use the Platform, the information contained on the Platform and the Service to compete against the Company and/or to help a Third-Party to compete against the Company, such a behavior constituting a violation of the Federal law against unfair competition (RS 241); and
- r. interfere or attempt to disrupt the Services and/or hack the Platform in any way.

You also warrant that you will not:

- a. copy the Platform or any part of the Platform and/or the Services;
- b. modify the whole or any part of the Platform, or permit it to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform on devices as permitted in these Terms;
- c. use the Platform in any unlawful manner or for any unlawful purpose, including but not limited to illegal activities fraudulent trading, money laundering, fraud, blackmail, extortion, ransoming data or the financing of terrorism, or any other violent or illegal activities;
- d. use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users;
- e. collect or harvest any information or data (including Personal Data) from the Platform or from any User or attempt to decipher any transmissions to or from the servers running the Platform and the Services;
- f. hack, breach or access unduly any User Account, the Platform and/or the Website (including their underlying source and object code); and
- g. impersonate any User of the Platform and/or the Website.

In the event that the Company has given prior written consent to not render this Section applicable, the Company shall not hold you liable for any breach of warranties. The prior written consent must be manifested in the form of a written agreement.

If you breach any of these conditions, representations and warranties under these Terms, the Company may terminate your use of the Platform and take legal actions under the applicable laws which govern these Terms or the laws which govern any other form of contractual relationship between the User and the Company.

6. CANCELLATION

The Company reserves the right to cancel its provision of Services and/or your use of the Platform at any time for security, compliance or fraud-protection purposes, including any use of the Services subsequent to false or misleading information from User. The Company reserves the right to refuse to execute any refund if it is prohibited by applicable law or does not meet the conditions of these Terms.

The Company may cancel and/or freeze your Cryptocurrencies or Stable coins or your User Account if instructed to do so by any national authority, national agency, AML authority or any self-regulatory organization or, if after internal assessment, the Company deems that your use of the Services is being made with the intention to circumvent AML laws or Company's AML Policy in force. The Company also reserves the right to cancel your use of the Services if you do not strictly respect the conditions of these Terms.

The Company does not have to justify its decision to freeze your Cryptocurrencies or Stable coins or your User Account or to cancel your use of the Services, as well as its decision to close your User Account.

If a Loan Agreement is in force between the User and the Company when the Company takes a decision for cancellation pursuant to this Section, the User hereby accepts that:

- he/she shall immediately repay the Loan; and
- if not, the Company shall be entitled to keep the Collateral as repayment of the Loan.

7. ELIGIBILITY TO USE THE PLATFORM

In order to make use of the Platform and benefit from the Services, you have to register a User Account and accept these Terms and the Privacy Notice. You must also fulfill the criteria which are set out in this Section of these Terms.

As a condition precedent for using the Services available on the Platform, the User must provide accurate and true information and documentation in order to fulfill the KYC Process and the AML Procedure. The User is also obliged to pass the KYC

Process and the AML checks imposed by the Company in order to benefit from the Services.

You hereby warrant and guarantee that you have examined your financial situation and that you are responsible for ensuring that your financial situation allows you to make use of the Services offered by the Company.

8. USER ACCOUNT

To register as a User, you must firstly create a User Account by providing the following Personal Data:

- a. first name;
- b. last name;
- c. e-mail address;
- d. phone number;
- e. physical address;
- f. country of residence;
- g. nationality; and
- h. any and all Personal Data required to complete the KYC Process (as defined in **Section 13** of this Agreement).

By using and/or registering on the Platform, you agree to:

- a. provide true, accurate, current, up-to-date and complete Personal Data requested;
- b. maintain and promptly update these Personal Data and any other information you provide to the Company, and to keep such information accurate, current and complete;
- c. maintain the confidentiality of your password and other information related to the security of your User Account;
- d. refrain from providing any wrong or misleading information in your User Account and/or during the KYC process (as defined in **Section 13** of this Agreement);
- e. be fully responsible for all use of your User Account and for any action that takes place through your User Account;
- f. not impersonate anybody by opening a false User Account;
- g. not use robots, scrappers or other tools to open User Accounts or extract Personal Data or information from the Platform.

You authorize the Company to use any Personal Data or information provided in registering to verify your identity (including any updated information) and to comply with applicable laws, especially but not only the AML laws' requirements. You are obliged to notify the Company of any changes to your Personal Data requested for the creation of your User Account immediately. You also acknowledge that this Personal Data is processed in accordance with the Privacy Notice.

If you provide false or misleading Personal Data or do not notify the Company of changes to your Personal Data immediately, the Company reserves the right to terminate or suspend your User Account immediately and without prior notice to you until a notification of the amendments is made to Company. In the event of the suspension of the use of Services, the Company shall bear absolutely no liability of whatever nature.

You understand and agree that you shall not circumvent or attempt to circumvent any Company's policy about your User status such as temporary or definitive suspensions or other type of access limitations or restrictions.

The Company also retains the right to cancel User Accounts that have been inactive for a long time or are considered to be misleading without prior notice to the User. The Company reserves the right to reject any registration and to refuse Service to anyone for any reason, in its sole and absolute discretion, without any obligation to indemnify you.

The Platform and the Services are intended for Users on their own behalf or on behalf of a legal entity which they duly represent and who complies with the criteria listed below.

Therefore, you represent and warrant that:

- a. you are at least eighteen (18) years old if you are a natural person;
- b. the legal person you represent exists, is duly incorporated and is concretely active;
- c. you have the right, authority and capacity to agree in a binding way to the Terms on your behalf or on behalf of the legal entity which you represent;
- d. the information provided to the Company in order to use the Services, including all KYC information and documents and all the Personal Data granted in accordance with the Privacy Notice are true, up to date and complete;
- e. you do not provide a false name, identity or email address owned or controlled by another person with the intent to impersonate that person for any reason;
- f. you do not provide a name that is subject to any rights of a person other than yourself or the legal entity which you validly represent;
- g. you are not located in, or a citizen or resident, of any of the countries where the access and use of the Platform are restricted;
- h. you have not previously been suspended or removed from using the Services offered through the Platform;
- i. you must provide current, accurate identification, contact and other information that may be required as part of the User Account registration process, KYC process, including the source of Cryptocurrencies or Stable coins and source of wealth, and/or continued use of the Services;
- j. you have regular access to the Internet and you have provided the Company with a valid email address which can be used to communicate with you;
- k. you shall conduct yourself in a professional manner in all your interactions with the Company; and
- l. you do not fall under any countries restricted on the Platform which are notified on the Platform.

Should you not fulfill the conditions for creating a User Account and/or benefiting from the Services, you shall immediately refrain from making use of Platform and the Services. The Company reserves the right to refuse Service to any User at any time.

9. RESTRICTIONS FOR USER ACCOUNT

You hereby acknowledge and agree that you may not be able to access all or some Services through the Platform outside of the jurisdictions where the Company is regulated and/or entitled to conduct business. In the event that subsequent to internal investigation, the Company becomes aware that you fall under a category of prohibited Users, the Company reserves the right to unilaterally suspend or close the use of your User Account until further investigation.

You acknowledge and agree that the Company may suspend or terminate, at any time and without prior notice, your User Account and your use of the Platform and to access and use the Services through the Platform.

You may not use the Platform at any place or in any manner that would violate any laws or regulations. Generally, any offer of any features, products or services is void where prohibited by a jurisdiction through its laws, regulations and financial authority. The Company reserves the right to notify you through an email communication or through a public announcement on its Platform or through the User Account that you can no longer make use of the Services as a result of the exclusion of your country of residence and/or your country of nationality from the list of countries where the Services are available.

10. RESTRICTED CLIENTS

If the Services cannot be used due to your nationality or country of residence, the Company shall immediately freeze your User Account until further notice on the procedure which will be carried out internally.

11. POLITICALLY EXPOSED PERSONS

Services are not provided to Politically Exposed Persons and should a User become a Politically Exposed Person or a close associate of a Politically Exposed Persons within the thresholds of laws applicable to the User in the country of residence.

12. LOST ACCESS

Any loss or compromise of your electronic device or security details may result in unauthorized access to the Platform or the Services by Third-Parties. You hereby agree to consider your access credentials as confidential information and you understand to not

disclose such information to a Third-Party. You will be solely liable for any loss of Cryptocurrencies or Stable coins resulting from phishing.

If you lose access to your User Account, we will be able under certain conditions to revert your User Account. The procedures outlined in the “*Forgot Your Password*” toggle will need to be followed by you in order to regain access to the User Account.

You accept that the Company is not to be held liable or responsible for any damages arising from unauthorized access to your User Account by any third-party.

The Company will not be liable for any loss or damage from your failure to maintain the security of your User Account and password(s). You may not disclose your password(s) to any Third-Party (other than Third-Parties authorized by you to use your User Account) and you are solely responsible for any use of or action taken under your password through the Platform. You are obliged to contact YouHodler’s support team and to follow the instructions provided by them in order to recover your User Account in case of a hack.

13. KYC & AML

If you want to use the Services, you need to pass a procedure to establish your identification and to verify your identification (hereinafter referred to as “**KYC Process**”). In order to comply with KYC and AML checks, the Company may require additional information and Personal Data in order to verify your identity and assess the business risk. Each User must carry out the KYC Process at least once. **You may also be required to carry out a video verification in order to fulfill our obligations of identification verification.**

The list of information, Personal Data and/or documents that are requested in order to fulfill the KYC Process may be amended by the Company depending on any new regulatory requirements applicable to the Company. The Company, at its sole discretion, reserves the right to request to Users additional information, Personal Data or documents.

The Company may impose limitations on the Services offered to the User based on the KYC Process undergone by the User. The Company shall not be held liable for any losses or damages resulting from the limitation of the Services which are offered to the User. More information or documentation (such as copy of ID or Passport, proof of residency, source of wealth, etc.) would be freely required depending on factors which determine the usage of the Platform. Such factors include, but are not limited to, the amount of the Loan and the choice of Loan Package.

The Company may also request additional information, Personal Data and/or documentation when deemed necessary to clarify any doubts relating to your identity, the purpose of concluding the Loan Agreement, the use of your User Account and/or for any other reason.

You accept that the Company may request further information, Personal Data and documents and that by not providing these documents, Personal Data or information, you

hereby consent the Company to take any action which it deems appropriate, including preventing you from using the Platform and the Services.

The Company reserves its right to reject your User Account registration or to later close your User Account, if you do not provide us with accurate, complete and satisfactory information, Personal Data or documents.

You must provide the Company with all documents and information and Personal Data promptly and with accuracy. You accept that delays from your side to provide documents and/or information may delay the approval of your User Account registration.

The Company may unilaterally accept or reject potential Users in accordance with its own internal rules (in particular these Terms and the Privacy Notice), the relevant legislations, as well as international obligations resulting from AML laws.

You shall not hold the Company liable for any losses or damages which are incurred as a result of the rejection or closing of your User Account and/or breach of your obligations under AML laws.

14. CONFIDENTIALITY OF USER ACCOUNT

If you create a User Account, you are solely responsible for maintaining the confidentiality of your username and password and/or recovery phrase or code and are responsible for all activities that occur in relation to your User Account.

15. NON-CIRCUMVENTION

By using the Platform and benefitting from the Services, you take the full commitment and warrant that you will not:

- a. use the information, material and content available on the Platform for competing, directly or indirectly, with the Company;
- b. manipulate the Company's billing process in order to appropriate fees owed to the Company;
- c. re-sell, deep-link, use, copy, monitor (e.g. scrape), display, download, copy or reproduce any content or information, software, Personal Data or Services available on the Platform for any commercial, non-commercial or competitive activity or purpose;
- d. use any robot, spider, web scraper, other automated device, or manual process to monitor, extract or copy any content from the Platform, the Services and, more generally, the Company.

In the event of breaching this Section, you (with all your IP addresses) may be irrevocably banned from using the Services and /or accessing to the Platform in such an instance, the Company reserves to claim for damages and/or to request injunctions.

This Section shall not be enforced in the event that the Company has given prior written consent, for security reasons / penetration test purposes, to not render this Section applicable. The prior written consent must be expressed in the form of a written statement by the Company.

16. TAXES

You are aware and accept that we do not provide any legal or tax advice.

You are responsible for your compliance with any tax laws, regulations and guidelines which affect the activity which you carry out through the Platform. We are not responsible for the verification of your taxation/fiscal integrity. If you are unaware of your fiscal obligations, if need be, you will seek the advice of a lawyer, attorney-at-law or tax expert. The Company does not provide any legal or tax advice with regards to your position as a User of the Services offered on the Platform.

The Company reserves the right to collect necessary data from the User and to share such data with the applicable regulator in accordance with tax reporting obligations.

17. RISK DISCLOSURE

By using the Platform, you acknowledge and understand the purpose, risks and complexity of Cryptocurrencies or Stable coins and any systems based on DLT. You expressly understand how Cryptocurrencies or Stable coins are stored, carried out and transmitted.

You shall assume responsibility for any of the risks listed in these Terms and any other risks, assumptions and decisions involved in your use of the Platform and the Services, including with respect to Orders. You warrant that you shall not hold the Company liable for any damages or losses which may arise from the consequences or effects of the risks outlined in this Section and for any other common risks arising out of the use of DLT, Cryptocurrencies, Stable coins and crypto-backed loans.

18. Risks

You shall ensure that your electronic devices are up-to-date and sufficiently secure and equipped with latest anti-viruses to be able to access the Platform. Risks related to your own devices shall be solely your responsibility.

You should ensure that you have appropriate financial resources prior to using the Services especially before providing the Collateral. You should also ensure that you have the ability to bear any losses that may arise from your activity on the Platform. You should not rely on being able to generate profits in order to pay down or relinquish any credit or financing you might have entered into.

You acknowledge that the Company does not provide any financial advice or any form of advice in relation to your interaction with the Services.

You are also aware that the general market of Cryptocurrencies may be highly volatile. Such volatility could be caused not only by the Company's operational performance or other events involving the Company, its Users and/or competitors, but also by changes in general conditions in the economy, the financial market or the Fintech industry in particular.

As a result of such fluctuations, you are also aware that the Cryptocurrencies which you place as Collateral and the Cryptocurrencies which you may acquire from the Conversion Services may not retain the same market price or increase in market price and important losses may be incurred.

The market price of Cryptocurrencies which are granted in the Loan Packages and/or which are pledged as Collateral are subject to various factors of price volatility which include, but are not limited to:

- (i) actual or anticipated fluctuations in the financial condition of the market;
- (ii) market expectations for their financial performance;
- (iii) perception of the success and impact of Cryptocurrencies;
- (iv) entrance of new individuals/investors/"whales" within the market, who may enter through other mediums and not necessarily from the Platform;
- (v) new Cryptocurrencies and DLT technologies in the markets;
- (vi) actual or anticipated sales of the Cryptocurrencies;
- (vii) liquidity on the market for Cryptocurrencies;
- (viii) new laws or regulations or changes in interpretations of existing laws and regulations affecting the Cryptocurrency market;
- (ix) general market and economic conditions;
- (x) general confidence level in the fintech industry, in DLT and/or in Cryptocurrencies;
- (xi) expiration of any lock-up undertakings related to the Cryptocurrencies offered on Third-Party Service Providers where Conversion Services occurs;
- (xii) announcements of developments related to the Company's business;
- (xiii) local market conditions for Cryptocurrencies;
- (xiv) secondary market or demand or supply for/of Cryptocurrencies;
- (xv) market making; and
- (xvi) possible market manipulations carried out by Third Parties.

The Company does not provide, nor can it control, the prices and value for the Cryptocurrencies or Stable coins. The market price of the Cryptocurrencies is influenced by a broad array of factors and can change rapidly and unexpectedly, meaning the value of those Cryptocurrencies, and your related losses, can also change rapidly and unexpectedly.

Amongst others, prices of Cryptocurrencies can be subject to gapping (where the price of the Cryptocurrencies opens significantly above or below the previous day's closing price) and slippage (where the price a Cryptocurrencies is executed at is different to the price to that

which was quoted at the time of the conclusion of the Loan Agreement and/or at the time of Maturity), especially in periods of market volatility.

Price and volume fluctuations are often experienced with regards to Cryptocurrencies. Such fluctuations as well as the economic situation of the financial markets may have a significant negative effect on the value of Cryptocurrencies, regardless of the operating results and the financial position of the Company. Fluctuations in the Market Value of Cryptocurrencies may result in a negative impact on the Loan Packages and shall be at your sole risk.

You are also aware that the prices will depend on the prices presented on the cryptocurrency exchange where the Company executes the Orders on your behalf. You are aware that the prices may change from time-to-time from one Exchange to another Exchange. Prices displayed on the Platform are sourced by Third Party platforms, such as CoinMarketCap, and are, therefore, merely indicative. The Company is not liable for any discrepancy between the displayed prices and the actual prices on the Cryptocurrency market.

A. RISKS RELATED TO CRYPTOCURRENCY EXCHANGES FROM WHICH THE MARKET VALUE IS CALCULATED

The Company cannot ensure that an active and liquid market for Cryptocurrencies will remain in place and that the value for both Cryptocurrencies will not decline, thereby affecting the Loan, the value of the Collateral and/or the Conversion Services.

The liquidity of the market and the Third-party Service Providers used to finalize the Conversion Services and/or to ensure the Company's liquidity will depend upon the number of purchasers and sellers, the market for similar instruments, the market capitulation of the Cryptocurrencies and other factors beyond the Company's control.

By using the Platform and/or benefitting from the Services, you acknowledge and understand the purpose and complexity of Cryptocurrencies. You also acknowledge and understand that any systems based on DLT, how their storage is carried out and how they are transmitted are not under the control of the Company. You also acknowledge that the tradability of Cryptocurrencies or Stable coins will occur through the Third-Party Service Providers for the purpose of the Conversion Services.

The Company does not give any assurance (i) that an active and liquid market for the Cryptocurrencies pledged as Collateral will continue after the execution of the Loan Agreement, or (ii) that the Market Value of the Cryptocurrencies placed as Collateral or the Market Value of the Cryptocurrencies obtained through by the conclusion of a Loan Agreement will not decline below the Market Value after the execution of the Loan Agreement and/or at Maturity.

In the event of fork of any blockchain protocol underlying Cryptocurrencies or Stable coins, bankruptcy of the issuer of the Cryptocurrencies or Stable coins, for any other

reason, absence of value of the Cryptocurrencies pledged as Collateral, the Company reserves the right to claim for another Collateral to the User.

The price of the Cryptocurrencies and Stable coins for the purpose of the Conversion Services displayed on the Platform will depend upon several factors which are beyond the Company's control.

These factors include, but are not limited to: market expectation of Cryptocurrencies' performance or financial condition; fluctuations in the financial positions or operating results; general market and economic conditions; announcements by foundations or companies have launched the Cryptocurrencies, their business, their customers and their suppliers and any other secondary markets.

Developments in, and changes to recommendations by analysts regarding the Cryptocurrencies market may also affect the price or Market Value of Cryptocurrencies. Any such market fluctuations may adversely affect the price or Market Value of Cryptocurrencies. It is unclear, according to the current state of the law and case law, whether and to which extent the transfer of Cryptocurrencies will be treated under the law of the country from where the Cryptocurrency is launched.

Third-Party Service Providers, where Conversion Services are executed, are entirely digital and, as with any virtual system, are at risk from security breaches, hackers, malware and operational glitches. Even though the Company takes various steps to preserve the security, Cryptocurrencies and Stable coins which are held in Wallets provided by the Company or by Third Party exchanges remain vulnerable to hacking or security breaches. If a thief gains access to one or more Wallets (*i.e.* by stealing the private encryption key to the Wallets), he/she could transfer the stolen Cryptocurrencies or Stable coins to another public address. You understand that Cryptocurrency or Stable coin transactions are irreversible, the User accepts that this is a persistent risk.

The Company cannot give any assurance that the Cryptocurrencies or Stable coins available on the Third-Party Service Providers are either originating or have not been mined within a country which is sanctioned or black-listed by FATF or if the origins of the assets with which the Cryptocurrencies or Stable coins were initially purchased before being available on the Third-Party Service Providers are illicit assets which originate from money laundering.

The User cannot hold the Company liable for any losses or damages which may arise from any proceedings against the User who owns Cryptocurrencies or Stable coins which either originate from sanctioned or black-listed countries or which were purchased using illicit assets before being made available on the Third-Party Service Providers.

B. LIQUIDITY RISKS

For the purpose of the Conversion Services, the Cryptocurrencies or Stable coins made available on the Platform are all admitted to trading on Exchanges which are operated by Third-Party Service Providers. However, the Company cannot warrant that there will be

enough Cryptocurrencies or Stable coins to execute the Orders. In some circumstances, such as instances of market volatility or where any Exchange has been suspended or otherwise restricted, it could also not be possible to carry out the Orders on the Platform. The Company does not give any warranty to support any Cryptocurrency or Stable coins.

For the purpose of the Lending Services, you acknowledge and understand that by making use of the Lending Services, the outcome may result in partial or total loss of the amount of Cryptocurrencies placed as Collateral and therefore you are advised to decide the use of the Lending Services on the basis of your loss-bearing capacity.

The Company reserves the right to temporarily suspend withdrawals of Cryptocurrencies or Stable coins in the event of circumstances of severe market volatility that could prejudice the operability of the Platform and the use of the Services.

If you have any doubt, you are advised to seek assistance from a financial adviser first. Furthermore, aside from the above-mentioned risks, there may also be unpredictable risks. Therefore, you are advised to carefully consider and use clear judgment to assess your financial position and the abovementioned risks before making any decisions on buying and selling digital assets; any and all losses arising therefrom will be borne by you and we shall not be held liable in any manner whatsoever.

c. CYBER SECURITY ATTACKS

The Company cannot warrant that there will be no threats, data leaks, security risks or hacks to the Platform, the User Accounts and/or the servers which operate the Platform. The Company cannot warrant that there will be no threats, data leaks, security risks or hacks to the Third-Party Service Providers and the technologies it uses.

Therefore, you are using the Platform and the Services at your sole risk and for your own benefit.

The Company cannot warrant that there will not be interruptions to the Services due to system failures of the Company and/or the Third-Party Service Providers.

Code cracking or technical advances such as the development of quantum computers, could present a risk for all DLT based businesses/platforms. This could result in the theft, loss, disappearance, destruction or devaluation of Cryptocurrencies and of the depegging of Stable coins from its underlying asset. The source code and object code underlying the Platform and the Cryptocurrency or Stable coin could be updated, amended, altered or modified from time to time. There can be no guarantee that such update, amendment, alteration or modification will not adversely affect the functionality of the Cryptocurrency or Stable coin. You accept that you shall not hold the Company liable for any hacks, decrypting, decoding or code cracking which can result in the loss of Cryptocurrencies or Stable coin.

The Company exercises its best efforts to have a secure Platform with adequate standards of protection against malware, virus and hacks amongst other security hazards which can be

suffered by the Platform. You understand that the Company is not liable for any theft which may occur from any hacks, malware or viruses.

Changes to the protocol that govern the DLT underlying the Cryptocurrencies or Stable coins may result in the development of parallel chains (so-called "hard forks") when some of the nodes that are validating transactions on the basis of the old version of the protocol, while other nodes are validating transactions on the basis of the new protocol.

The Company may freeze the Cryptocurrencies or Stablecoins which are affected by this change in technology until the Company has decided as to which version of the protocol it will support. The Company may choose not to allow or to terminate with immediate effect Loan Agreement for a Cryptocurrency or Stable coin which underwent a hard fork.

In the event of such a freeze, the User will not be able to benefit from any Service related to this Cryptocurrency. Such a freeze may occur immediately after the hard fork has started to take effect. This could lead to significant uncertainties as to the price of Cryptocurrencies which has been transferred immediately before the freeze. Hackers or other groups or organizations may also attempt to interfere with Wallets through sybil attacks, phishing, spoofing, smurfing, malware attacks or consensus-based attacks.

The Company does not own or control the underlying software protocols which govern the operation of Cryptocurrencies available for trading on our Platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. The Company is not responsible for operation of the underlying protocols and makes no guarantee of their functionality, security, or availability.

Since blockchain is an independent public peer-to-peer network and is not controlled in any way or manner, the Company is not responsible for any failure, mistake, error and/or breach which shall occur in blockchain or in any other networks in which the Cryptocurrencies or Stable coins are being issued and/or traded.

BY USING THE PLATFORM, YOU HEREBY UNDERSTAND AND AGREE THAT ANY ASSETS THAT YOU PLACE ON YOUR USER ACCOUNT COULD BE TEMPORARILY HELD WITH A THIRD-PARTY SERVICE PROVIDER FOR THE PURPOSE OF THE COMPANY BEING ABLE TO PROVIDE THE CONVERSION SERVICES.

BY USING THE PLATFORM, YOU HEREBY UNDERSTAND AND AGREE THAT YOUR ASSETS OR DATA COULD BE LOST, MISUSED OR STOLEN BECAUSE OF HACKS, DATA LEAKS, SECURITY BREACHES OR ANY OTHER RISKS ARISING OUT THE USE OF THE PLATFORM AND THE SERVICES.

D. LEGAL RISKS

Generally, the regulation related to the operation of the Platform, as well as the regulation of Cryptocurrencies or Stable coins, is evolving rapidly. These foregoing regulations can also

vary significantly among international jurisdictions. Such regulations are therefore subject to significant uncertainty.

To the extent that a domestic government or quasi-governmental agency exerts regulatory authority, Cryptocurrencies or Stable coins may be materially and adversely affected. Cryptocurrencies and Stable coins also face an uncertain regulatory landscape in many jurisdictions. Various jurisdictions may, soon, adopt laws, regulations or directives that affect Cryptocurrencies.

Such laws, regulations or directives may conflict with the Company's current understanding of the legal landscape or may directly and negatively impact the Services and the Market Value of the Cryptocurrencies as well as the Collateral. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Company.

New or changing laws and regulations or interpretations of existing laws and regulations in various jurisdictions may materially and adversely impact the value of the Cryptocurrency or Stable coins, the liquidity of the Cryptocurrencies or Stable coins, the ability to access marketplaces or exchanges on which to trade the Cryptocurrencies or Stable coins, and the structure, rights and transferability of Cryptocurrencies and Stable coins or exchanges.

Third-Party Service Providers may have their own internal AML policies and procedures which may be applicable to any Cryptocurrencies which are available on your User Account.

Therefore, even though these Cryptocurrencies are accepted through the Platform subject to AML Policy, you are also aware that there is the possibility that Cryptocurrencies might be refused by the Third-Party Service Providers.

E. REPUTATIONAL RISKS

A reputational risk related to Cryptocurrencies or Stable coins due to the wrongful behavior of some actors in this field cannot be excluded by the Company. The materialization of such risk may have a negative impact on the value of Cryptocurrencies available on the Platform.

F. MISREPRESENTATION RISKS

Cryptocurrencies or Stable coins which are launched on an Exchange are usually supported by a white paper, investment memorandum and/or prospectus, depending on whether the Cryptocurrency is considered to be a Payment token, an Asset/Security token or Utility token. The content of the white paper or the prospectus is the responsibility of the entity or foundation which issues the Cryptocurrency or Stable coin.

By offering the Cryptocurrency or Stable coin to Users, the Company does not endorse nor assume any form of liability for information within the white paper, investment memorandum or prospectus which explains the purposes, scope or intent of a Third-Party when launching a Cryptocurrency or Stable coin. If the Cryptocurrency is available for conversion on the

Platform (which is not the case of Asset/Security tokens), the User accepts and warrants that he/she will not hold the Company liable for any misrepresentation of information or inaccuracies which are present in the white paper, investment memorandum or prospectus of the said Cryptocurrency or Stable coin.

G. TAXATION RISKS

You are solely responsible for complying with all applicable laws related to your use of the Platform, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply (if any) to your use of the Services, and it is your responsibility to report and remit the correct taxes to the appropriate tax authority.

We strongly recommend you consult a personal, professional tax advisor on a regular basis who can assist you in the correct assessment. Each User should consult with and rely upon the advice of its own professional tax advisors with respect to the tax treatment of Cryptocurrencies or Stable coin.

H. INSOLVENCY RISKS

You hereby confirm and warrant to the Company that the Loan Agreement will not put you in a situation where you would risk an insolvency or a seizure from your assets, including the Collateral you pledged. If this is the case, you shall refrain from using the Lending Services. You confirm and warrant that you will use the Conversion Services prudently and that you understand that the value of Cryptocurrencies is highly volatile.

19. SERVICES PROVIDED “AS IS” AND RELEASE OF CLAIMS

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE".

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, IN RELATION TO THE SERVICES AND/OR THE PLATFORM.

IN ADDITION, THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, ROBUSTNESS, SECURITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR THE PLATFORM, OR THAT THE SERVICES OR THE PLATFORM/WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DOES NOT GUARANTEE THE QUALITY, ROBUSTNESS, SECURITY, SUITABILITY, SAFETY OR ABILITY OF THE SERVICES CARRIED OUT FOR AND/OR ON BEHALF OF THE USER. **YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PLATFORM OR THE SERVICES AND ORDERS CARRIED OUT THROUGH THE PLATFORM REMAINS SOLELY WITH YOU.**

YOU AGREE THAT NEITHER THE COMPANY NOR ITS AFFILIATES IS/ARE RESPONSIBLE FOR THE FITNESS, APPROPRIATENESS OF YOUR ORDERS, OR CONDUCT OF ANY USER AND ANY THIRD-PARTY SERVICE PROVIDER, AS WELL AS FOR ANY SERVICE PROVIDED ON THE PLATFORM OR FOR THE ORDERS WHICH ARE EXECUTED ON YOUR BEHALF AND BASED ON YOUR USE OF THE CONVERSION SERVICES. NEITHER THE COMPANY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY CLAIM, INJURY NOR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY USER THIRD-PARTY SERVICE PROVIDER.

YOU AGREE NOT TO HOLD THE COMPANY LIABLE FOR ANY LOSSES RESULTING FROM YOUR USE OF THE PLATFORM AND THE SERVICES.

WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE CRYPTOCURRENCIES OR STABLE COINS AVAILABLE ON THE PLATFORM ARE STILL TRADABLE ON THIRD PARTY EXCHANGES.

Any warranty, condition or other term arising out of or in connection with the Services which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where the Services are used or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

If you have a dispute with one or more User(s) and/or Third-Party Service Provided, you agree to release the Company (including any affiliates, and each of its respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including without limitation attorneys', experts', internal' and courts' fees and expenses), arising out of or in any way connected to such disputes.

20. DOWNTIME

Since most of the Services are web-based, they might be subject to temporary downtime. From time to time, we also update or maintain the Platform, which will result in the Platform not being available for a certain period of time.

We do not warrant that the Platform operates uninterrupted or error free. We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Platform, suspension of your access to the Platform, suspension of your User Account, including any damage occurring as a direct or indirect result of a failure to benefit from the Services.

21. USER RESPONSIBLE TO UPDATE

You acknowledge that you may be required or asked to update the version of the Platform which is available on your device. We strongly recommend you to perform these updates immediately due to the fact that these updates might contain security patches, new services or availability which are not available on older versions.

We are not responsible for any damages or losses suffered by you as a result of your failure to perform an update of the Website or the Platform.

22. LIMITATION OF LIABILITY

These Terms set out the full extent of our obligations and liabilities with respect to the Services and the provision of the Platform.

THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY DAMAGES ARISING OUT THE USE OF THE PLATFORM AND/OR THE SERVICES, EXCEPT FOR THE PROPER AND TIMELY EXECUTION OF ORDERS PLACED THROUGH THE PLATFORM AND FOR RESPECTING THE TERMS OF THE LOAN AGREEMENTS (IF ANY).

THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR INACCURATE OR MISLEADING OR IN ANY OTHER MANNER DECEPTIVE INFORMATION WHICH IS NOT PROVIDED DIRECTLY BY THE COMPANY ON THE PLATFORM.

THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ERRORS (INCLUDING MANIFEST AND TYPOGRAPHICAL ERRORS), ANY INTERRUPTIONS (WHETHER DUE TO ANY (TEMPORARY AND/OR PARTIAL) BREAKDOWN, REPAIR, UPGRADE OR MAINTENANCE OF THE SERVICES) OR OTHERWISE, INACCURATE, MISLEADING OR UNTRUE INFORMATION OR NON-DELIVERY OF INFORMATION. EACH USER REMAINS RESPONSIBLE AT ALL TIMES FOR THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE (DESCRIPTIVE) INFORMATION (INCLUDING, AVAILABILITY AND ANY PERSONAL DATA OR OTHER INFORMATION) DISPLAYED ON THE PLATFORM AND/OR THROUGH THE USER ACCOUNT.

YOU HEREBY IRREVOCABLY RELEASE THE COMPANY (INCLUDING ITS AFFILIATES, AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS AND SUPPLIERS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF YOUR INTERACTION WITH THE PLATFORM, THE SERVICES AND/OR ANY MISLEADING INFORMATION.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY HEREBY EXCLUDES: (I) ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE

IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY; AND (II) ANY LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PERSONAL DATA, LOSS OF PROGRAMS, LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF CRYPTOCURRENCIES OR STABLE COINS, LOSS OF GOODWILL, CLIENT INSATISFACTION, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY/THROUGH THE SERVICES, SERVICE INTERRUPTIONS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, INCURRED BY ANY USER OR THIRD-PARTY IN CONNECTION WITH THE PLATFORM OR THESE TERMS.

THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE PLATFORM AND THE SERVICES. THE COMPANY WILL NOT BE LIABLE FOR THE QUALITY AND OUTLOOK OF THE PLATFORM. THE COMPANY WILL NOT BE LIABLE FOR THE NON-COMPLIANCE OF THE USER WITH ANY LAWS GOVERNING HIS/HER ACTIVITY ON THE PLATFORM NOR WITH ANY SANCTION RESULTING FROM SUCH NON-COMPLIANCE.

THE COMPANY WILL NOT BE LIABLE IN ANY WAY IF THE SERVICES MADE AVAILABLE ON THE PLATFORM ARE NOT AVAILABLE FOR USE. THE COMPANY WILL NOT BE LIABLE FOR ANY ADVERTISEMENT MADE IN RELATION TO THE SERVICES MADE AVAILABLE ON OR THROUGH THE PLATFORM AND/OR ANY THIRD-PARTY'S WEBSITE.

THE COMPANY IS NOT LIABLE FOR (PARTIAL) INTERRUPTIONS TO AND DOWNTIME OF THE SERVICES DUE TO REPAIR, MAINTENANCE OR UPDATE WORK OR FOR OTHER REASONS THAT IT CANNOT DIRECTLY CONTROL OR THAT ONLY IMPEDE USE OF THE SERVICES TO A NEGLIGIBLE EXTENT, AS WELL AS FOR THE DAMAGES (IF ANY) ARISING OUT THIS (PARTIAL) INTERRUPTIONS. THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE COMPANY IS NOT LIABLE FOR THE CONDUCT OF THIRD-PARTY SERVICE PROVIDER, THE CONTENT OF THIRD-PARTY SERVICE PROVIDER WEBSITE AND THIRD-PARTY SERVICE PROVIDER TERMS AND CONDITIONS, POLICIES, AS WELL AS THEIR CONTENT. UNDER NO CIRCUMSTANCES THE COMPANY WILL BE HELD LIABLE FOR THE APPLICATION (OR NON-APPLICATION) OF THE TERMS AND CONDITIONS AND POLICIES OF A THIRD-PARTY, EVEN IF THE PLATFORM CONTAINS A LINK TO THESE TERMS AND CONDITIONS AND POLICIES AND/OR TO THE THIRD-PARTY WEBSITE.

IN ANY EVENT, THE COMPANY, (INCLUDING ITS AFFILIATES, AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS AND SUPPLIERS), WILL NOT BE LIABLE FOR

AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES, WHETHER IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN EXCESS OF THE VALUE OF THE COLLATERAL PLEDGED FOR THE LOAN AGREEMENT AND/OR THE AMOUNT OF CRYPTOCURRENCIES CONVERTED THROUGH THE CONVERSION SERVICES.

THE USER IS RESPONSIBLE FOR THE REMITTANCE, COLLECTION, WITHHOLDING OR PAYMENT OF THE RELEVANT TAXES DUE ON CRYPTOCURRENCIES OR STABLE COINS (IF ANY) TO THE RELEVANT TAX AUTHORITIES.

23. FORCE MAJEURE EVENT

The Company cannot accept responsibility for any damage, loss, delay, or inconvenience caused to the User by circumstances beyond its reasonable control, in particular in case of a Force Majeure Event.

We reserve the right to cancel any Loan Agreement affected by Force majeure Event without any obligation to indemnify Users or to return their Collateral, as well as any Order affected by Force majeure Event without any obligation to indemnify Users or to return the amount defined in the Order.

24. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company including any affiliates and each of their respective shareholders, officers, directors, employees, agents (each hereinafter referred to as an "**Indemnified Party**") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys', experts', internal' and courts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Platform or the Services or from any breach by you of these Terms or the applicable laws.

25. LINKS

Links on the Platform to Third-Parties Providers' and Third-Parties' websites, are solely provided in the User's interest. The Company has no influence on the content of Third-Parties Providers' and Third-Parties' websites.

The Company therefore cannot assume any guarantee for the accuracy, completeness or safety of this Third-Parties Providers' and Third-Party content.

26. ELECTRONIC COMMUNICATION

When you use the Services, or send emails to the Company, you are communicating with us electronically. When sending us emails, you need to use your correct email address. The Company is not responsible or liable for any wrong or misspelled email address or inaccurate or wrong Personal Data submitted to the Company.

By using the Platform, you agree to receive electronically any communications related to your use of the Services and/or the Platform, including any emails, promotional content, including any offers by the Company regarding the use of the Platform and/or push-notifications. We will communicate with you by email or by posting notices on the Platform.

You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from the Company intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide when creating your User Account.

27. INTELLECTUAL PROPERTY RIGHTS

You may not derive or attempt to derive, reverse engineer, decompile, disassemble or translate the source code and/or the object code of all or any portion of the software or mobile software of the Platform, the Website or the Application, nor to permit any Third-Party to derive or attempt to derive reverse engineer, decompile, disassemble or translate the source code and/or the object code of all or any portion of the software or mobile software of the Platform, the Website or the Application.

28. ENTIRE AGREEMENT & SEVERABILITY

These Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-only Agreement, the Loan Agreement (if any) and/or the Privacy Notice, as well as the applicable laws and policies, subject to any amendments, shall constitute the entire agreement between you and the Company with respect to the Services available on the Platform.

If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

29. TERMINATION

You may terminate your User Account and stop using the Services at any time and without notice to the Company or court order.

The Company may terminate or suspend your User Account, your Loan Agreement and/or your ability to use the Services, in whole or in part, in the event that (i) you violate these

Terms or violate any other rules that govern the use of the Services, including the Privacy Notice and any other terms and conditions and policies, (ii) your conduct may harm the Company, Users or Third-Party or cause the Company, the other User or any other Third-Party to incur liability, (iii) your User Account has used for or suspected to be used for illegal, fraudulent or malicious activities, (iv) the Company receives a freezing order, stop order, directive, or any form of order from any judicial body, national authority or governmental authority or governmental agency which is directed towards any User Account registered under your name or (iv) as otherwise determined by the Company in its sole discretion.

The Company may modify and adapt the Services and other items used or contained in the Service, at any time. In any case, the Company reserves the right to terminate the Services at any time without notice for any reason. Your access to, use of, or participation in the Service, including any content therein, may be prevented by the Company at any time after your termination of your User Account.

Notwithstanding such termination, you agree that you will continue to be subject to the obligations which, by their nature, survive such termination, including the obligations relating to Intellectual Property Rights, non-circumvention and conservation of certain information for a certain period of time.

30. RESERVATION OF RIGHTS

The Company reserves the right to amend these Terms, as well as Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-only Agreement, the Loan Agreement (if any) and/or the Privacy Notice at time.

The Company reserves the right to, in its sole discretion, immediately terminate any User Account, prevent or restrict access to the Services or take any other action to restrict access to the Platform.

The Company reserves the right and has absolute discretion but not the obligation to remove, screen or edit any content that breaches these Terms or is otherwise objectionable. The Company reserves the right to refuse or terminate a User Account if the User is otherwise making inappropriate use of the Company's domain name.

The Company reserves the right to initiate legal proceedings against any User and/or Third-Party for fraudulent use of the Services, the Platform and any other unlawful acts or acts or omissions in breach of these Terms and/or the applicable laws.

31. NO WAIVER

The Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

32. ASSIGNMENT

You may not assign any of your rights, licenses, or obligations under these Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-Only Agreement, the Loan Agreement (if any) and/or the Privacy Notice. Any such attempt at assignment by you shall be void.

The Company may assign its rights, licenses, and obligations under these Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-Only Agreement, the Loan Agreement (if any) and/or the Privacy Notice without limitation.

33. ENGLISH VERSION

If there is an inconsistency between any of the provisions of this English language version and a translated version of these Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-only Agreement, the Loan Agreement (if any) and/or the Privacy Notice, the provisions of this English language version shall prevail. Any translated versions shall be for convenience only.

34. GOVERNING LAW AND JURISDICTION

The Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-only Agreement, the Loan Agreement (if any) and/or the Privacy Notice as well as the use of the Platform and the Services shall be governed by the laws of Saint Vincent and Grenadines.

Any dispute regarding these Terms shall be subject to the exclusive jurisdiction of the courts of Saint Vincent and Grenadines.

35. PRIVACY NOTICE

Any Personal Data which will be provided to the Company will be used in accordance with the Privacy Notice, the terms of which are hereby incorporated into these Terms.

36. CONTACT

In the event that you have any queries regarding these Terms, Specific Terms for Lending Services, Specific Terms for Conversion Services, the Execution-only Agreement, the Loan Agreement (if any) and/or the Privacy Notice, the Platform and/or the Services available therein, do not hesitate to contact *support@youhodler.com*.

ANNEX 1 – DEFINITIONS

For the purposes of these Terms, the capitalized terms shall have the following definitions:

Application	refers to the YouHodler mobile application which is available on Android and iOS and within which the Platform is available. For the avoidance of any doubt, any reference to the Website shall include the Application.
AML	refers to laws on Combating Money Laundering and Terrorist Financing.
AML Policy	refers to the internal policy of the Company which outlines the procedures related to AML.
Asset/Security Token(s)	refers to the tokens that are analogous to equities, securities, bonds or derivatives. These tokens enable underlying physical assets to be traded using distributed ledger technology also fall into this category.
Collateral	<p>means the pledge in Cryptocurrency which the User shall transfer to the Company in order to be granted the Loan.</p> <p>For the purpose of these Terms, the Collateral shall be the input amount of Cryptocurrencies which are transferred by the User to the Company when the Loan Agreement is concluded with the User. The collateral shall be also referenced to as the 'input amount' in the Platform.</p>
Company	means MHX LLC , a company organized under the laws of Saint Vincent and the Grenadines with a registered address at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines, with registration company number 3331 LLC 2023,
Conversion Services	means the Conversion Services as defined in Section 2 of these Terms.
Confidential Information	means information, idea, concept, material or any other Company's data, not yet entered into the public domain, whether it has been communicated orally or in writing, including but not limited to all information regarding the Company's business, concept or business model, all trade secret, all price lists and User's data, including and in particular the Transaction.

Cryptocurrency(-ies) means a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank by using DLT.

For the avoidance of any doubt, any reference to Cryptocurrency(-ies) in these Terms shall only and solely refers to the Utility Tokens, Payment Tokens and Stable Coins available on the Platform and through the Services, to the strict exclusion of any Asset/Security Tokens.

DLT refers to Distributed Ledger Technology.

Execution-only Agreement shall mean the Execution-only Agreement entered into between Users and the Company for the purpose of allowing the latter to provide Conversion Services.

Exchange means a centralized or decentralized cryptocurrency exchange platform interfaced with the Platform.

Fiat Currency(-ies) means a centralized issued currency which is not backed by a physical commodity.

Force majeure Event(s) means any event which is neither foreseeable nor objectively attributable to the Company or the User and which is objectively likely to delay the performance of obligations set out in these Terms, including but not limited to natural phenomena, government measures, acts of terrorism, demonstrations, fires, shortages, explosions, floods, epidemics, pandemics, quarantine, factory blockages, travel quarantines, satellite or telecommunication problems, Internet unavailability, strikes or other labor disputes (whether or not such disputes involve the Company's employees), accidents, plant breakdowns, impediments or delays by carriers, impossibility or delay in obtaining supplies or appropriate and necessary equipment, seizures, sequestrations or other measures taken by or on the order of an apparently competent authority and all other unpredictable events.

Intellectual Property Right(s) means past, present and future copyrights, patents, registered designs, design rights, know-how or any other proprietary or industrial right, which includes, without limitation, any patents, trademarks, service marks, registered designs, database rights, know-how, trade

secrets, Confidential Information, trade and business names and any other similar protected rights in any country, whether registered or unregistered, as well as applications for any of these rights.

KYC

refers to the term *Know-Your-Customer*.

KYC Process

means the process put in place by the Company to carry out a due diligence and verification of the Personal data provided by Users in order to investigate the source of any Assets used when benefitting from any of the Services offered by the Company, especially but not only to ensure that there is no infringement of the AML laws and AML Policy.

Lending Services

means the Lending Services as defined in Section 2 of these Terms.

Loan

refers to the amount, in one of the Assets which shall be credited to the User upon concluding the Loan Agreement.

Loan Agreement

refers to the pledge and loan agreement which is concluded between the User and the Company by which the Company grants a Loan to the User, pledged by a Collateral.

Loan Packages

means the packages of Loans which are available for the Users on the Platform and may be lent through a Loan Agreement.

MultiHODL/Turbocharge

refers to MultiHODL/Turbocharge as defined in Section 2 of these Terms.

Market Value

refers to the value of a given Cryptocurrency or Stable coin according to the market.

Maturity

refers to the moment when the Loan Agreement expires and the User would have to repay the Loan to the Company.

Orders

refers to the order of conversion from one Cryptocurrency or Stable coin to another Cryptocurrency or Stable coin communicated by the User to the Company and executed by the Company on behalf of the User on an execution-only basis.

Payment Tokens	means tokens which are intended to be used, now or in the future, as a means of payment for acquiring goods or services or as a means of money or value transfer. Payment Tokens do not give rise to claims on their issuer.
Personal Data	means any information relating to an identified or identifiable natural or legal person, an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
Platform	means the online platform which is available on the Website and/or the Application where the Services are offered by the Company.
Privacy Notice	means the privacy notice disclosed to the Client when signing up on the Platform.
Service(s)	means the service which is provided by the Company through the operation of the Platform that are the Conversion Services, the Lending Services and the Multihodl.
Stable coin(s)	refers to Cryptocurrencies which are pegged to legal tender or which have Fiat Currencies as an underlying asset.
SRO	refers to the self-regulatory organization to which YouHodler is affiliated for the purpose of complying with its AML obligations as financial intermediary and/or financial service provider.
Third-Party(-ies)	means any natural and/or legal person who is not the Company, a User or a Third-Party Service Provider.
Third-Party Service Provider	means the entity which has been engaged or commissioned by the Company to carry out services on its behalf.
User(s)	means any natural person acting on his/her own behalf or any natural person acting on behalf of a legal person who

makes use of the Platform which is available on the Website. The User is also referred to as “**You**” or “**you**” as well as “**your**” or “**Your**”.

User Account

means the personal account created upon your registration with the Platform.

Utility Tokens

means tokens which are intended to provide access digitally to an application or service by means of a DLT infrastructure.

Wallet(s)

for the purpose of the Lending Services, Wallet refers to the part of the User Account in which the Collateral is transferred and assigned in order to guarantee the Loan the User receives from the Company by concluding a Loan Agreement pledged by a Collateral

For the purposes of the Conversion Services, the part of the User Account where the Cryptocurrencies belonging to the User are placed for the purpose of using the Conversion Services or where the Cryptocurrencies belonging to the User are placed.

The different Wallets can be found under the section ‘Portfolio’ inside the app.