

COINHAKO USER AGREEMENT

This Agreement is a legally binding contract between you and **SBI COINHAKO TECHNOLOGY PTE LTD** (UEN: 201332728R), a private limited company incorporated in Singapore ("**Coinhako**"). This Agreement governs your relationship and dealings with Coinhako, including your use of the Accounts and Services provided by Coinhako. In this Agreement, references to "we", "our" or "us" shall refer to Coinhako.

You should thoroughly review this Agreement before you: (a) sign up for an Account with us; (b) access and/or use any of the Services made available by us; and/or (c) acknowledge or accept (whether expressly or otherwise) any of the terms and conditions in this Agreement. Specifically, please read and fully understand the **Safeguarding and Risk Disclosure Statement** (which includes the risk warning and other regulatory disclosures) on our Website before you accept this Agreement. You should be aware that the risk of suffering losses in transacting in or holding Digital Assets may be substantial. As with any asset, the value of Digital Assets may fluctuate and there may be a substantial risk that you would suffer losses by transacting in or holding Digital Assets. You should carefully consider whether transacting in or holding Digital Assets is suitable for you considering your circumstances.

By (a) signing up for an Account with us; (b) accessing and/or using any of the Services made available by us; and/or (c) acknowledging and/or accepting (whether expressly or otherwise) any of the terms and conditions of this Agreement, you agree that you have read, understood, and accepted this Agreement. If you find any part of this Agreement unacceptable, please do not access or use our Services.

To avoid doubt, this Agreement does not apply to products and/or services offered by affiliates of Coinhako or other third parties pursuant to their own terms and conditions, which are not determined by us. You should carefully review such terms and conditions before accessing any product and/or service that is not offered by Coinhako.

1. INTRODUCTION

1.1 **Agreement.** This User Agreement (including the Schedules), any document that is incorporated by reference into this User Agreement, and any document made available by us that amends, supplements, and/or replaces any part of this User Agreement shall collectively be referred to as this "**Agreement**".

- (a) The Schedules include:
 - (i) Schedule 1 – Coinhako Earn Terms;
 - (ii) Schedule 2 – Additional Order Type Terms;
 - (iii) Schedule 3 – Additional Services Terms;
 - (iv) Schedule 4 – Safeguarding Terms; and
 - (v) Schedule 5 – Coinhako API Terms.

- (b) You also acknowledge and agree that you have read, understood and accepted the following documents and disclosures that are incorporated by reference:
 - (i) our Safeguarding and Risk Disclosure Statement; and
 - (ii) our Privacy Policy.

1.2 **Inconsistency.** In the event of any inconsistency between any of the terms of this Agreement, unless expressly stated otherwise, such inconsistency shall be resolved in the following order of priority:

- (a) any document made available by us that amends, supplements, and/or replaces any of the terms and conditions of this Agreement;
- (b) any document that is incorporated by reference into this Agreement;
- (c) the Schedules; and
- (d) the main body of this Agreement.

1.3 **Variations to this Agreement.**

- (a) We reserve the right, at our sole and absolute discretion, to amend, supplement or replace any part of this Agreement at any time. You agree to dispense with any requirement to provide fresh consideration for us to amend, supplement or replace any part of this Agreement at any time.
- (b) We will endeavour to provide you with notice of any changes by: (i) publishing the revised Agreement on our Platform and/or Website; or (ii) notifying you directly of such changes. However, we may not always be able to provide you with prior notice.
- (c) Any changes to this Agreement will be effective immediately upon the date and time stated in our publication or notice, subject to Applicable Laws. If no effective date and time is stated, such changes shall be effective immediately upon the earlier of: (i) the time of publication on the Platform and/or Website; or (ii) at the time of transmission of the notification to you.
- (d) Your continued maintenance of the Account and/or use of the Services acts as your acceptance of the revised Agreement. If you do not agree to any changes to this Agreement, please immediately terminate your Account and cease using the Services. We encourage you to frequently review this Agreement to ensure you understand the prevailing terms and conditions.

2. **ELIGIBILITY**

2.1 To be eligible to use any of the Services, the following conditions must be satisfied at all times:

- (a) you are an individual, legal person or other organization with full legal capacity and authority to (i) access and use the Services, and (ii) enter into and deliver, and perform your obligations under this Agreement, and any other agreement entered into pursuant to, or in connection with, this Agreement;
- (b) in the case of an individual, you are at least 18 years old or of legal age to form a binding contract under all Applicable Laws, and have full mental capacity to enter into this Agreement, and any other agreement entered into pursuant to, or in connection with, this Agreement, and to make decisions regarding your investments or transactions;
- (c) you have not previously been suspended or removed from using our Services;
- (d) you are not a U.S. Person;
- (e) you are not an Excluded Person and you do not have any dealings (directly or indirectly) with any Excluded Person;
- (f) you are not prohibited from using our Services by any Applicable Laws;
- (g) all your representations and warranties set out in this Agreement and any agreement entered into in connection with this Agreement, are true, accurate, correct, complete, complied with, and not misleading, in all respects and at all times;
- (h) you have performed, and will perform at all times, all your covenants, agreements, obligations, or undertakings under this Agreement and any agreements entered into in connection with this Agreement; and
- (i) if you are entering into this Agreement on behalf of a legal entity of which you are an employee, agent or representative, you have all necessary rights, power, and authority to bind such legal entity to this Agreement.

2.2 Coinhako shall have the right to terminate, suspend or restrict your access to any of your Accounts, as well as take any other action as we deem fit, in the event that you are not, or are no longer, eligible to use the Services. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such termination, suspension or restriction of access to any Account, or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Services.

2.3 You are required to notify us in writing immediately if you have any reason to believe that you do not meet any of the eligibility conditions in this Agreement, including any additional eligibility conditions that may be specified elsewhere in this Agreement. We shall have the right to prescribe any additional eligibility conditions in our sole discretion from time to time.

3. **SERVICES AND FEES**

3.1 **Digital Asset Services.**

- (a) The following services (the "**Digital Asset Services**") may be provided to you by Coinhako:
 - (i) Digital Asset trading services (the "**Digital Asset Trading Services**") that enable you to (A) purchase supported Digital Assets using fiat currency, (B) sell supported Digital Assets for fiat currency, or (C) swap one type of supported Digital Assets for another type of supported Digital Assets;
 - (ii) one or more hosted Digital Asset wallets (the "**Digital Asset Wallet**") enabling you to store, track, transfer and manage your balances of supported Digital Assets; and
 - (iii) any other services that Coinhako may make available in relation to Digital Assets from time to time, as determined in Coinhako's sole discretion.
- (b) A list of Digital Assets that Coinhako currently supports in respect of its Digital Asset Services can be found on its Website or otherwise notified to you. Notwithstanding that certain Digital Assets may be purchased, sold, and/or swapped on the Platform, Coinhako may not support the transfer of such Digital Assets to another wallet address.

3.2 **Fiat Wallet Services.**

- (a) The following services (the "**Fiat Wallet Services**") may be provided to you by Coinhako:
 - (i) a hosted digital wallet ("**Fiat Wallet**") enabling you to store your fiat currency to be used in connection with the Digital Asset Services; and
 - (ii) certain services enabling you to top up and withdraw fiat currency into or from your Fiat Wallet.
- (b) The funds held in your Fiat Wallet shall only be used for the payment or part payment of goods and/or services provided by Coinhako. Your Fiat Wallet is not a deposit account and will not be protected by deposit insurance under Applicable Laws. Any interest earned from the maintenance of fiat currencies that is received from you shall accrue to Coinhako and not to you.

- 3.3 **Other Services.** In addition to the Digital Asset Services and Fiat Wallet Services, Coinhako may make available other Services from time to time, to persons deemed to be eligible for such Services in Coinhako's sole and absolute discretion, which shall be subject to such terms and conditions as may be prescribed by Coinhako and published on the Website or otherwise notified to you.

- 3.4 **Lawfulness of use of Services.** You represent and warrant to Coinhako at all times that you have informed yourself of any and all legal and regulatory requirements, restrictions, and prohibitions applicable to your use of the Services, and you would fully comply with all such requirements, restrictions, and prohibitions. These legal and regulatory requirements, restrictions and prohibitions include any foreign exchange controls or restrictions, or tax consequences applicable to your use of the Services.
- 3.5 **Availability of Services.** Coinhako has sole and absolute discretion without prior notice to you or any other Users in determining whether it would make available some or all of the Services in any jurisdiction. The availability of some or all of the Services in any specific jurisdiction depends on a number of factors, including whether the provision or receipt of the Services is lawful in that jurisdiction. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, the availability or unavailability of any or all of the Services.
- 3.6 **Fees.** A full list of Coinhako's fees can be found on Coinhako's Website or otherwise notified to you. Coinhako shall have sole and absolute discretion to adjust from time to time the fees chargeable to you in connection with the Services, which shall be binding on you if you continue to maintain your Account or use the Services on or after the effective date of fee adjustment. You agree to pay Coinhako any and all prevailing fees charged by Coinhako from time to time in connection with the provision or use of the Services.
- 3.7 **Lower Trading Fees.** Subject to us being able to make available this arrangement to you under Applicable Laws, if the aggregate value of your Transactions related to your use of our Digital Asset Trading Services that are entered into via the App or Website exceeds certain thresholds, you may be eligible for lower trading fees on your next Order based on the following terms and conditions, which shall be subject to any changes by us in our sole and absolute discretion.
- (a) this arrangement is generally available for all Users based on the User's trading volume with us, until further notice from us;
 - (b) you may be eligible to receive and accumulate trading value points for completed Orders based on the estimated SGD value of the Transaction. We may but are not obliged to, at our sole and absolute discretion, allow you to use the trading value points to obtain trading fee discount vouchers, which you may take steps to apply to your next Order to reduce your applicable trading fees. Once you have used your trading value points to obtain a trading fee discount voucher, your trading value points will be reduced by the amount required to obtain the voucher;
 - (c) the following matters are determined by us in our sole and absolute discretion, which we may change at any time without prior notice to you:

- (i) the number of trading value points that you are eligible to receive for each completed Order (including different earn rates depending on the base currency of your completed Order);
 - (ii) the number of trading value points required to obtain a trading fee discount voucher (including different redemption rates depending on the base currency of the discount voucher);
 - (iii) the trading fee discount amount for any voucher; and
 - (iv) any additional terms and conditions which apply to the accrual of trading value points, the use of trading value points to obtain trading fee discount vouchers, or use of the trading fee discount voucher;
- (d) there is no guarantee that you will always be able to use any trading value points or redeem such points for trading fee discount vouchers, and we may suspend this arrangement at any time in our sole and absolute discretion;
- (e) we may take any step that we deem appropriate in our sole and absolute discretion to adjust or forfeit your trading value points or trading fee discount vouchers related to your Account, including if we have determined that there was any abuse by you of our Services or this lower trading fees arrangement; and
- (f) if you have already utilised any trading value points or trading fee discount voucher that we determine should be adjusted or forfeited, we reserve the right to demand payment from you an amount equal to the value of the points or vouchers utilised.

4. ACCOUNT SETUP

4.1 Registration of Account.

- (a) To use the Services, you will need to register for an Account by: (i) providing your full legal name, email address, and any other information as we may require; (ii) selecting a password that meets our requirements; and (iii) accepting the terms and conditions of this Agreement.
- (b) We may, in our sole and absolute discretion, refuse to open or reinstate a suspended Account for you. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, our decision to refuse to open or reinstate a suspended Account for you.
- (c) Each registration is for a single User only and subject to our discretion and operational requirements, each User (including with respect to any User that is a business, or legal entity) may only maintain one Account with Coinhako which is not transferable to any

other party. You may not sell or otherwise make your account accessible to any unauthorised person. You are fully responsible for maintaining the security and confidentiality of your Access Credentials to use and/or access your Account, and all activities that occur in connection with your Account. Any unauthorised use of your Account will constitute a breach of this Agreement and in case of such breach, Coinhako shall have the right, without prejudice to any of its rights or remedies under Applicable Laws, to terminate, suspend or restrict your access to your Account, terminate the provision of all or part of the Services to you, as well as take any other action as Coinhako deems fit, whether for a specified period of time or indefinitely. We shall have the right to charge a fee to process any closure of your Account, whether the closure is initiated by us or you.

4.2 **Provision of information and customer due diligence.**

- (a) You agree to provide us with any and all information, documents and/or materials that we may from time to time request for purposes of registering or maintaining your Account, performing customer due diligence, identity verification or screening, or providing Services to you, and you permit us to keep a record of all such information, documents and materials for so long as we are required or permitted to do so under Applicable Laws, including beyond the termination of your Accounts. Such information, documents and materials may include personal data, for the purposes of performing customer due diligence, identity verification and/or screening, and the detection of money laundering, terrorist financing, fraud, or any other financial crime on our Services ("**Identity Verification Information**"). We will collect, use, disclose, process and/or store the Identity Verification Information in accordance with our Privacy Policy. You will need to complete certain customer due diligence, verification and screening procedures before you are permitted to use the Services and your access to one or more Accounts or the Services (or any specific Service), including certain transfers of fiat currency and Digital Assets, and the limits that apply to your use of the Services, may be altered as a result of such information, documents and/or materials collected on an ongoing basis.
- (b) The Identity Verification Information that we may request include your: full legal name, email address, contact information, telephone number, username, government issued ID, date of birth and any other information, documents and/or materials that would facilitate our compliance with Applicable Laws. In addition to providing such Identity Verification Information (and any changes in such information) as we may request, you agree to permit us to keep a record of all such information for so long as we are required or permitted to do so under Applicable Laws, including after the termination of your Accounts.
- (c) In providing us with your Identity Verification Information or any other information, documents and/or materials that we may from time to time request, you confirm (a) the accuracy, authenticity, and completeness of all such information, documents and materials, and (b) you have not withheld any information, document or material that

may influence our evaluation of you for the purposes of registering or maintaining your Account or providing Services to you.

- (d) By signing up for an Account, you hereby authorise us to make inquiries, whether directly or through third parties, that we consider necessary to perform customer due diligence, verify your identity or perform screening, or to protect you and/or us against fraud or other financial crimes, and to take any action that we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your Identity Verification Information and other information, documents and materials provided by you may be disclosed to credit bureaus, fraud prevention or financial crime agencies, operators of commercial databases or such other third-party background screening or identity verification operators, law enforcement agencies or other competent authorities.
- (e) Any failure on your part to comply with any of the above requirements will constitute a breach of this Agreement and we shall have the right to terminate, suspend or restrict your access to your Accounts, terminate the provision of all or part of the Services to you, as well as take any other action as we deem fit, whether for a specified period of time or indefinitely.

4.3 **Enhanced Due Diligence.** You agree to provide us with any additional or other information, documents and/or materials about yourself or your business, have face to face meetings with representatives of Coinhako or take any other action as we may require for purposes of performing enhanced due diligence on you (the foregoing processes, "**Enhanced Due Diligence**") so that we may, among other things, establish the source of your wealth and source of funds for any transactions carried out in the course of your use of the Services. We reserve the right to charge you any costs and fees associated with Enhanced Due Diligence.

4.4 **Updating Identity Verification Information.**

- (a) Post-Account opening, you must ensure that the Identity Verification Information provided to us continues to be truthful, accurate, complete, and updated. You agree and undertake to keep us updated in writing if any of the information you provided to us changes, or if there is any change in circumstance that may cause any such information provided to become outdated, false, inaccurate, or incomplete, and also undertake to provide any other additional documents, materials and information as may be required by us.
- (b) Failure to do so constitutes a breach of this Agreement, which may result in immediate termination, suspension, or restriction of your access to your Account or all or part of our Services at our sole discretion, whether for a specified period of time or indefinitely.
- (c) If there is any reasonable doubt that any Identity Verification Information provided by you is wrong, untruthful, outdated, or incomplete, we shall have the right to send you a notice to demand corrections, remove the relevant information and/or terminate, suspend or restrict your access to your Account or all or part of our Services to you,

whether for a specified period of time or indefinitely. You shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if you cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided updated if there are any changes.

4.5 **Access.**

- (a) To access your Accounts or the Services, you must have the necessary equipment (such as a computer or smartphone) and access to the internet. Your Accounts or the Services can be accessed directly using the Platform or by such other mode of access as Coinhako may prescribe from time to time. The use of the Platforms and any other mode of access may be subject to such additional terms and conditions as may be prescribed by Coinhako.
- (b) You are only permitted to access your Accounts using your Access Credentials and other required forms of authentication. We require multi-factor authentication to keep your Accounts safe and secure. As such, you are required to use at least two forms of authentication to access your Accounts and perform certain operations in your Accounts unless as otherwise prescribed by Coinhako. Forms of multi-factor authentication in addition to your login credentials may include authentication applications and/or security tokens. We reserve the right in our sole and absolute discretion, without prior notice to you or any other Users, to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered with. You agree that we may provide your verification data to a third-party service provider to assist with the authentication process.

4.6 **Account usage and third-party access.** You must ensure that Accounts registered by you will not be used by any other person unless prior written approval is first obtained from Coinhako. Any breach of security, loss, theft or unauthorised use of your username, password or security information must be notified to us immediately. Coinhako reserves the right to terminate, suspend or restrict your access to any Accounts, whether for a specified period of time or indefinitely, if we suspect that the person with access to your Accounts is not you or that the Accounts have been or will be used for any illegal, fraudulent, or unauthorised purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such termination, suspension, or restriction of access to any Accounts. Notwithstanding that we may in our sole and absolute discretion consent to your Account being used by your approved third party, you acknowledge and agree that your granting of permission to a third party to take specific actions on your behalf shall not relieve you of any of your responsibilities under this Agreement. You shall be fully responsible and liable for all acts or omissions of any third party with access to your Account or the Services (whether or not authorised by you) and any action of such third party referable to any of your Access Credentials shall be deemed an action authorised by you. You further acknowledge and agree that Coinhako shall not be responsible or liable to you or any other person or entity for any direct,

indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, your Account or the Services being used by a third party.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 When you use the Services, you hereby represent, warrant, and undertake to Coinhako at all times that:

- (a) you have full power, authority and capacity to (i) access and use the Platform, the APIs, and/or the Services; and (ii) enter into and deliver, and perform your obligations under, this Agreement and any other agreements entered into pursuant to, or in connection with, this Agreement;
- (b) this Agreement and any other agreements entered into pursuant to, or in connection with, this Agreement constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms;
- (c) if you are an entity, you are duly incorporated, duly organised and validly existing under the laws of your jurisdiction and have full power to conduct your business, and if you are an individual, you are at least 18 years old or of legal age to form a binding contract under all Applicable Laws, and have full mental capacity to enter into this Agreement and any other agreements entered into pursuant to, or in connection with, this Agreement, and to make decisions regarding your investments or transactions;
- (d) all consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, approvals, permissions, consents, registrations, declarations, filings with any regulatory authority, governmental department, commission, agency or other organisation having jurisdiction over you which are necessary or desirable for you to obtain in order to (i) access and use the Platform, the APIs, and/or the Services and (ii) enter into and deliver, and perform the transactions contemplated under this Agreement and any other agreements entered into pursuant to, or in connection with, this Agreement, have been unconditionally obtained in writing and have been disclosed in writing to us and have not been withdrawn or amended;
- (e) all the activities that you carry out during the use of the Services will be in compliance with the requirements of all Applicable Laws as well as the various policies of Coinhako;
- (f) your access and use of the Platform, the APIs, and/or the Services, your execution and delivery of, and the performance of your obligations under this Agreement and any other agreements entered into pursuant to, or in connection with, this Agreement, will not: (i) if you are an entity, result in a breach of or conflict with any provision of your constitution (or equivalent constitutive documents); (ii) result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject; and

- (iii) result in a breach of any Applicable Laws, or any award of any arbitrator, court or governmental or regulatory authority in any jurisdiction;
- (g) all documents, materials and information you have provided to Coinhako are true, accurate, complete and updated in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform, the APIs, or to utilise any of the Services or otherwise;
- (h) you shall not:
 - (i) breach any of the terms and conditions of this Agreement or any other agreements entered into pursuant to, or in connection with, this Agreement;
 - (ii) violate or attempt to violate any Applicable Laws or policies of Coinhako;
 - (iii) violate Coinhako's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - (iv) violate public interests, public ethics or other legitimate interests including taking any action that would interfere with, disrupt, negatively affect, or inhibit other Users from using the Services;
 - (v) act in a manner that is defamatory, trade libellous, threatening or harassing;
 - (vi) provide false, inaccurate, incomplete or misleading information;
 - (vii) engage in, or assist or arrange, potentially fraudulent or suspicious activities and/or transactions;
 - (viii) use the Services for engaging in any market manipulation or misconduct (including any pump and dump schemes, sandwich attacks, wash trading, self-trading, front running, quote stuffing, and spoofing or layering), whether through the use of bots or otherwise, and regardless of whether such activity is prohibited by Applicable Laws;
 - (ix) unless written consent from Coinhako is granted, use any data, information, documents and/or materials from Coinhako for the purposes of: (A) exchange services that use quotes, price or other data or information from Coinhako; (B) data feed or data stream services that make use of any quote, price other data or information from Coinhako; and/or (C) any other web sites, applications or services that charge for, or otherwise commercially monetise (including through advertising or referral fees), quote, price or other data or information obtained from Coinhako;
 - (x) modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any

proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Services, or any portion of the Services without Coinhako's prior written consent or unless otherwise permitted by Applicable Laws;

- (xi) (A) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, modify or monitor any portion of the Services or in any way reproduce or circumvent the navigational structure or presentation of the Services to obtain or attempt to obtain any materials, documents, or information through any means not made available through the Services, (B) attempt to gain unauthorized access to any portion or feature of the Services or any other systems or networks connected to the Services or to any Coinhako server or to any of the services offered on or through the Services, by hacking, password "mining," or any other illegitimate or prohibited means, (C) probe, scan, or test the vulnerability of the Services or any network connected to the Services, nor breach the security or authentication measures on the Services or any network connected to the Services, (D) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services, (E) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Coinhako's systems or networks or any systems or networks connected to the Services, (F) use any device, software, or routine to interfere with the proper working of the Services or any transaction conducted on the Services, or with any other person's use of the Services, (G) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Services, or (H) use the Services in an unlawful manner;
- (xii) refuse to cooperate in any investigation or provide confirmation of your identity or the accuracy of any information, documents and/or materials you provide to us;
- (xiii) conduct your business or use the Platform, the APIs, or Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties or other liability to Coinhako, other Users, third parties or you;
- (xiv) take any action that imposes an unreasonable or disproportionately large load on our infrastructure and systems;
- (xv) facilitate any viruses, bugs, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- (xvi) use an anonymising proxy;

- (xvii) use any robot, spider, other automatic device, or manual process to monitor or copy our Website, Platform, or the APIs, without our prior written permission;
 - (xviii) use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Website, the Platform, the APIs, or the Services; or
 - (xix) take any action that may cause us to lose any of the services from our internet service providers, or other suppliers;
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- (i) you have sufficient knowledge, sophistication, and experience as to be able to evaluate the merits and risks of entering into each Transaction and are acting on your own account and have made your own independent decision to enter into each Transaction and assessed whether the Transaction is appropriate or suitable for you based on your own judgment or upon professional advice obtained independently of us. In particular, you (i) have acted independently and free from any influence by or reliance on any person, (ii) are not relying on any communication (written or oral) from us as financial, investment, legal, or tax advice or recommendation to enter into any Transaction, (iii) have not received any assurance, guarantee or promise from us as to the expected result of any Transaction and (iv) are able to assume the risk of loss associated with such Transaction;
 - (j) there is no pending claim, action, suit or proceedings at law or in equity (in any jurisdiction) before any court, tribunal, governmental body, agency, official or any arbitrator that is likely to affect the legality, validity or enforceability against you and/or the legal entity you act on behalf of, or your ability to perform the obligations under this Agreement;
 - (k) our claim against you and/or the legal entity you act on behalf of, under this Agreement: (i) if unsecured, will rank at least *pari passu* with the claims of all your other unsecured and unsubordinated creditors, save for those whose claims are preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application; or (ii) if secured, will rank in priority to the claims of all subsequent encumbrances, unless we otherwise agree in writing;
 - (l) you and/or the legal entity you act on behalf of are generally subject to civil and commercial law and to legal proceedings, and neither you nor any of your assets or properties is entitled to any immunity or privilege from any set off, suit, judgment, execution, attachment, injunction or other legal process;
 - (m) you and/or the legal entity you act on behalf of are not bankrupt or insolvent and no steps are being or have been taken to appoint a trustee in bankruptcy, receiver, administrator, judicial manager, liquidator, or similar officer over your assets or the company; and

- (n) no proceedings have been commenced or threatened, and no order or declaration has been made, against you and/or the legal entity you act on behalf of for liquidation, winding up or bankruptcy, or for the appointment of a trustee in bankruptcy, judicial manager, administrator, receiver, liquidator, or similar officer to administer any or all of your assets and you and/or the legal entity you act on behalf of have not declared bankrupt or insolvent.

5.2 Should you breach any of the above representations, warranties and/or undertakings, Coinhako reserves the right to take any action against you or your Accounts, whether for a specified period of time or indefinitely, including:

- (a) blocking or suspending the execution of your Orders and/or Transactions;
- (b) refusing to take any Instructions given or purported to be given by you;
- (c) suspending or terminating your Accounts;
- (d) reporting the incident or breach to the relevant authorities;
- (e) publishing the alleged breach and actions that have been taken; and/or
- (f) deleting any information you published that is in breach of the representation, warranty and/or undertaking.

5.3 Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any action taken against you or your Accounts should you breach any of the above representations, warranties and/or undertakings.

6. FIAT WALLET SERVICES

6.1 Top-up methods.

- (a) You may top up your Fiat Wallet via a bank transfer from your own bank account or such other payment methods as we may support from time to time, which may be subject to additional terms and conditions.
- (b) You acknowledge and agree that it is your sole duty to ensure that all top-up information at your end is updated and to check with us, prior to you making any top-ups, for any changes in our top-up information.
- (c) Upon sighting that your top-up funds have been deposited into our bank accounts, we will exercise commercially reasonable endeavours to credit your top-up funds into your Fiat Wallet by the next Business Day. If such funds have not been reflected in your Fiat

Wallet by the next Business Day, please contact us immediately by dropping us a support ticket with the details of your top-up request.

- (d) Notwithstanding the above, under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any failure to credit your top-up funds into your Fiat Wallet by the next Business Day.

6.2 Provision of accurate deposit information. To top up your Fiat Wallet, you must follow our instructions and provide accurate, complete and updated information that we require to process the top up. If you fail to follow our instructions or fail to provide accurate, complete and updated information, there may be delays in the crediting of the relevant funds into your Fiat Wallet. Additionally, you agree that we shall have the right to charge you additional fees for processing a top up request where inaccurate information has been provided to us.

6.3 Use of third-party service providers to facilitate bank account transfers. Coinhako may from time to time and without prior notice, engage third-party service providers to facilitate your top up of your Fiat Wallet by a transfer of funds from your bank account or otherwise. In addition to this Agreement, you agree to comply with any and all terms and conditions as may be imposed by any and all such third parties in connection with the use of such third-party services to top up your Fiat Wallet via a transfer of funds from your bank account or otherwise. If you do not comply with any such terms and conditions imposed by these third parties, there may be delays in the crediting of the relevant funds into your Fiat Wallet or a loss of such funds. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, your breach of any terms and conditions that may be imposed by any and all such third parties or the use of such third party services.

6.4 Top-up Minimum Amounts and/or Limits

- (a) We may, in our sole and absolute discretion, impose minimum top-up amounts, and/or limits on the amount of fiat currency that you may top-up into your Fiat Wallet. Where we receive any amounts lesser than the minimum top-up amounts and/or in excess of the top-up limits, we reserve the right not to credit such amounts to your Fiat Wallet, but instead withhold such amounts until you have transferred additional amounts to satisfy the minimum top-up amount or withdrawn the excess amount.
- (b) Should you wish to top up fiat currency into your Fiat Wallet exceeding the limits and/or for purposes other than personal usage of such Fiat Wallet, please contact us. We will review your request on a case-by-case basis and may (but we are not obliged to) increase your limits or permit you to top up fiat currency for purposes other than personal usage of such Fiat Wallet. You agree and acknowledge that under no circumstances shall any of the Indemnified Persons be liable for any loss (direct,

indirect, special or consequential) suffered by you or any other person by reason of, or arising from, or as a consequence of, any such top up restriction or prohibition imposed by us.

6.5 **Top-up fees.** We reserve the right to charge you a fee for top-ups of any amount to your Fiat Wallet or pass on any fees charged to us by third-party service providers in connection with the funding of your Fiat Wallet. In addition, you may also be charged a fee by the third-party service provider that operates your funding source or your bank. Any fees imposed by your third-party service provider or your bank may not be reflected on the Platform, the APIs, and/or any Transaction Confirmation, as these fees are not imposed by us. You are solely responsible for paying any fees imposed by the third-party service provider or your bank on you.

6.6 **Withdrawal Methods.**

- (a) You may withdraw your funds in your Fiat Wallet via a bank transfer to your bank account or such other payment methods as we may support from time to time, which may be subject to additional terms and conditions.
- (b) You acknowledge and agree that it is your sole duty to ensure that all information provided to us to process your withdrawal is updated and it is your sole duty to: (i) notify us of any changes to the information required to process your withdrawal prior to making any withdrawals; and (ii) check with us, prior to making any withdrawals, for any changes in our withdrawal instructions. Additionally, with respect to transfers from your Fiat Wallet to your bank account, you acknowledge and agree that you are required to first submit a written request to obtain updated withdrawal instructions from us and provide all relevant information required by us to process your withdrawal prior to you making or attempting to make any withdrawals from your Fiat Wallet to your bank account to top-up your Fiat Wallet. You should receive your withdrawal funds in your bank account within seven (7) Business Days. If such funds have not been reflected in your bank account or external blockchain address (as the case may be) by the end of such time frame, please contact us immediately dropping us a support ticket with the details of your withdrawal request.
- (c) Notwithstanding the above, under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any failure to receive your withdrawal funds in your bank account within seven (7) Business Days.

6.7 **Provision of Accurate Withdrawal Information.** To withdraw funds from your Fiat Wallet, you must follow our instructions and provide accurate, complete and updated information that we require to process the withdrawal. If you fail to follow our instructions or fail to provide accurate, complete and updated information, there may be delays in the withdrawal of funds from your Fiat Wallet.

6.8 **Withdrawal Limits.**

- (a) Depending on, among other things, the degree to which you have verified your Account, we may limit your ability to withdraw the funds in your Fiat Wallet to your bank account. Notwithstanding any provisions to the contrary herein, we shall be entitled to, in our sole and absolute discretion, impose minimum withdrawal amounts, and/or limits on the amount of fiat currency you can withdraw from your Fiat Wallet for any reasons whatsoever. We may in our sole and absolute discretion restrict or prohibit the withdrawal of funds in your Fiat Wallet to your bank accounts, and/or impose a limit on the amount of funds that may be transferred from your Fiat Wallet to your bank accounts. Additionally, we may delay withdrawals of large sums of funds from your Fiat Wallet while we perform a risk review, for capital and liquidity management purposes, or for such other reasons or purposes as may be determined in our sole discretion.
- (b) Should you wish to withdraw fiat currency from your Fiat Wallet exceeding the limits and/or for purposes other than personal usage of such Fiat Wallet, please contact us. We will review your request on a case-by-case basis and may (but we are not obliged to) increase your limits or permit you to withdraw fiat currency for purposes other than personal usage of such Fiat Wallet. You agree and acknowledge that under no circumstances shall any of the Indemnified Persons be liable for any loss (direct, indirect, special or consequential) suffered by you or any other person by reason of, or arising from, or as a consequence of, any such withdrawal restriction or prohibition imposed by us.

6.9 **Withdrawal Fees.** When withdrawing funds from your Fiat Wallet, you will be charged the prevailing withdrawal fees. The fees for withdrawals will depend on the method of withdrawal you choose and may be adjusted by us from time to time in our sole discretion and without notice. In addition, you may also be charged a fee by the third-party service provider that operates your account or your bank. Any fees imposed by your third-party service provider or your bank may not be reflected on the Platform, the APIs, and/or any Transaction Confirmation, as these fees are not imposed by us. You are solely responsible for paying any fees imposed by the third-party service provider or your bank on you.

6.10 **Request for Information / Verification.** We may require you to furnish us with certain information before we will effect deposits or withdrawals of fiat currency from your Fiat Wallet. We may not effect any such transfer or accept such deposits if you fail to provide us with the requisite information or do not satisfactorily pass our verification checks.

6.11 **Availability of top-up, withdrawal, and payment methods.** The availability of any method of top-up, withdrawal or payment depends on various factors, including where you are located, the identification information you have provided to us, limitations imposed by third party payment processors, the Platform or the APIs that you use to access the Services, and not all methods may be enabled for your Account. We shall have the sole and absolute discretion to enable and/or disable any such methods for your Account at any time. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business,

or opportunities), damages or costs by reason of, or arising from, or as a consequence of, the unavailability of any or all top-up, withdrawal payment methods.

- 6.12 **Disclaimers, limitations, and exclusions relating to top-ups and withdrawals.** We do not provide any warranty (whether express or implied) nor guarantee as to the timeline by which your top-ups and/or withdrawals will be successfully processed. You are solely responsible for ensuring that adequate time is accounted for to process any top-up and/or withdrawal request.

7. **DIGITAL ASSET SERVICES**

- 7.1 **Digital Asset Trading Services.** The Platform, the APIs, and/or the Services enable you to place Orders to purchase, sell or swap supported Digital Assets:

- (a) Purchasing Digital Assets. You may purchase supported Digital Assets using a supported fiat currency in your Fiat Wallet or any other supported Payment Account.
- (b) Selling Digital Assets. You may sell supported Digital Assets in your Digital Asset Wallet for a supported fiat currency in your Fiat Wallet.
- (c) Swapping Digital Assets. You may swap supported Digital Assets in your Digital Asset Wallet for another type of supported Digital Assets.

- 7.2 **Additional Requirements.** To carry out any purchase, sale or swap of Digital Assets, you must follow the relevant instructions stated and we shall be entitled to prescribe any additional requirements as we deem appropriate.

- 7.3 **Other Supported Payment Accounts.** In addition to using your Fiat Wallet balance to purchase Digital Assets, we may support alternative payment methods such as payment cards and payment wallets for such purchases ("**Payment Account**"), subject to any additional terms and conditions that we may prescribe.

- (a) Support for Payment Cards or Wallets. We may allow you to purchase supported Digital Assets using a Payment Account that you have linked to your Account. However, we may not be able to support certain all types of Payment Accounts (e.g., credit or charge cards may be restricted) and there may be limitations, restrictions, and/or additional fees associated with your use of such Payment Accounts. You should thoroughly review such additional fees before using any Payment Account, including fees that may not be charged by us (e.g., fees imposed by the issuer and/or operator of your Payment Account).
- (b) Authorisation of Payments to Us. When initiating a payment via Payment Account to us, you may also be required to complete additional authentication steps to authorise the payment to us. Some of these requirements may not be imposed by us, but the issuer and/or operator of the Payment Account, and you may be directed to a third-party's user interface to authorise the payment. You must ensure that you successfully

authorise the payment to us within the relevant period determined by us, otherwise your Order may be rejected by us in our sole discretion.

- (c) Representations and Warranties. By linking an additional Payment Account to your Account, you represent and warrant to Coinhako at all times (which shall be repeated each time the Payment Account is used in connection with the Services) that you are the lawful holder of that Payment Account, and you authorise Coinhako to charge the full payment amount to your Payment Account to purchase the Digital Assets.
- (d) Third Party Payment Processors. If you are purchasing Digital Assets with a Payment Account, one or more third parties may be involved in the processing of the payment (including the payment card issuer or payment wallet operator). There may be additional terms and conditions (including limitations, restrictions, and/or fees) imposed in connection with the use of such Payment Account, whether by Coinhako and/or any third party, and you represent, warrant, and undertake to comply with all such terms and conditions. Coinhako may from time to time and without prior notice, engage, terminate and/or replace any third-party payment service providers that it engages to support such additional Payment Accounts. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of: (a) your breach of any terms and conditions that may be imposed by any and all such third parties; (b) your use of any Payment Accounts that is not issued or operated by Coinhako; and/or (c) any decision by Coinhako to support or terminate support for any Payment Accounts.

7.4 Orders.

- (a) To place an Order to purchase, sell, or swap Digital Assets, you may request that we provide an indicative rate for such purchase, sale, or swap. We may (but are not obliged to) provide an indicative rate to you, which may be subject to additional fees imposed by us. The indicative rate provided by us may be amended or withdrawn by us at any time and without any prior notice to you. You must also ensure that you have enough funds or Digital Assets in your Account necessary for full settlement of the amounts due and payable by you to us under the Order ("**Settlement Amount**") if the Order is accepted by us.
- (b) When you receive the indicative rate provided by us, you may place an Order based on such indicative rate, which shall be irrevocable once it is transmitted by you. By placing an Order, you acknowledge and agree that you are specifically authorising and instructing us to effect the transfer of all ownership, rights, title, and interests in the Settlement Amount from you to us as full upfront payment for the Order, and you will no longer have any rights to use the Settlement Amount for any other purposes (such as for other Orders or withdrawals). We will immediately deduct the Settlement Amount from your Fiat Wallet or Digital Asset Wallet balance. If you elected to use a Payment Account for the Settlement Amount, we will immediately charge the Settlement Amount

to your Payment Account and you must immediately authorise full payment of such Settlement Amount to us.

- (c) Upon our receipt of your Order, we may in our sole and absolute discretion accept or reject your Order. If there are insufficient funds or Digital Assets in your Account to pay for the Settlement Amount, we may reject your Order.
- (d) If we accept your Order, a final and binding Transaction will be entered into between you and us, and the terms of such Transaction shall be contained in Transaction Confirmation that is made available to you.

7.5 Submission of Orders. Unless otherwise stated in this Agreement: (a) you may request for quotes and transmit Orders to us via the Platform and/or the APIs (as applicable); and (b) any Order transmitted to us shall be accepted by us only if we expressly confirm that the Order is completed.

7.6 Settlement of Transactions. If a Transaction is entered into and you have transferred to us the full Settlement Amount due and payable by you under the Transaction, we will use reasonable efforts to promptly credit your Account with the funds or Digital Assets (as the case may be) that are due and payable by us to you under the Transaction. In the event of a failure by us to effect settlement to you, we will generally re-attempt to do so as soon as practicable. However, if there are circumstances beyond our reasonable control that prevent us from effecting settlement to you, we may take such action as we deem appropriate in our sole discretion in the circumstances (which may include our rights under Clause 8.2 and/or 15.1).

7.7 Insufficient Account Balance. If there are insufficient funds or Digital Assets in your Account to cover the Settlement Amount due and payable by you to us for any Transaction, or if we are unable to charge the Settlement Amount to your Payment Account for any reason, you shall immediately pay to us the relevant amount that is due and payable. If you fail to do so, we shall have the right to, at our sole and absolute discretion, set off the Settlement Amount due and payable by you to us against any other balances in your Accounts, charge the relevant amount to any other Payment Account, and/or to cancel the Transaction and deem it as null and void from the outset.

7.8 No Guarantees. You acknowledge and agree that there is no assurance or guarantee that (a) Coinhako will be able to provide a quote to you for any purchase, sale or swap of any quantity of Digital Assets; (b) any Transaction will be entered into, completed and/or settled; and/or (c) a Transaction will be entered into based on the indicative rate quoted. In particular, there may be circumstances whereby we are unable to effect the Transaction based on the indicative rate quoted (including due to market volatility or a lack of liquidity), in which case you authorise us to, at our sole and absolute discretion, execute the Order at the prevailing market rate on the Platform and/or the APIs (i.e. a "market" Order), which may not be the same as the indicative rate quoted to you. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any (i) inability to provide a quote to you;

(ii) failure to enter into, complete and/or settle any Order and/or Transaction; and/or (iii) enter into any Transaction based on the indicative rate quoted.

- 7.9 **Prices.** You acknowledge that the rates for the purchase, sale and swap of any Digital Assets are set by Coinhako, and such prices may vary from time to time. Further, the rates for the purchase, sale, and/or swap of any Digital Asset may not be the same at any given time, and Coinhako may add a margin or spread to the rates that are quoted in its sole and absolute discretion. Any price alert that is made available to you is for informational purposes only and we do not warrant the accuracy or timeliness of any price alert.
- 7.10 **Transaction Fees.** Each purchase, sale or swap of Digital Assets may be subject to a Transaction fee. The applicable Transaction fees will be displayed to you prior to your submission of the Order. We may adjust our fees at any time without prior notice to you. A full list of Coinhako's fees may be found on the Website or otherwise notified to you.
- 7.11 **Transaction Minimum or Maximum Amounts.** We may, in our sole and absolute discretion without prior notice to you, impose minimum and/or maximum amounts of Digital Assets that you may purchase, sell, or swap. Do note that this may mean that you may hold balances of Digital Assets which you will not be able to swap and/or sell if such balances are less than the minimum transaction amount.
- 7.12 **Order Availability.** We shall have the right to suspend or restrict your ability to place Orders at any time for whatever reason (including if there is a lack of liquidity in the Digital Asset that you wish to transact in) or no reason whatsoever. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, your inability to place any Order.
- 7.13 **Processing Delays and Cancellation.** While we strive to ensure that your Order and/or Transaction would be processed as soon as practicable, there may be instances in which the processing of your Order and/or Transaction is delayed or has to be cancelled due to whatever reason (including if there is any system, technical or operational issues that prohibits us from processing your Order and/or Transaction) or no reason whatsoever. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any cancellation or delay in processing any Order and/or Transaction.
- 7.14 **Sending Digital Assets from your Digital Asset Wallet.**
- (a) You may send supported Digital Assets from your Digital Asset Wallet to supported blockchain addresses, which must be on a supported blockchain network. We may require you to assist with the verification of the identity of the owner of the supported blockchain address and you agree to provide us with any and all information, documents and/or materials that we may from time to time request for such purposes,

and you permit us to keep a record of all such information, documents and materials for so long as we are required or permitted to do so under Applicable Laws, including beyond the termination of your Accounts. In providing us with such information, documents and/or materials that we request, you confirm (i) the accuracy, completeness, and authenticity of all such information, documents, and materials, and (ii) you have not withheld any information, document or material that may influence our verification of the identity of the owner of the relevant blockchain address.

- (b) You acknowledge and agree that any information, documents, and materials provided by you during our verification processes may be disclosed to fraud prevention or financial crime agencies, operators of commercial databases or such other third-party background screening or identity verification operators, law enforcement agencies or other competent authorities.
- (c) We may in our sole and absolute discretion, without prior notice to you or any other Users, restrict or prohibit the transfer of Digital Assets from a Digital Asset Wallet to any blockchain address (including where such transfer is not in compliance with Applicable Laws), and/or impose a limit on the amount of Digital Assets that may be transferred from a Digital Asset Wallet to any blockchain address, whether for a specified period of time or indefinitely. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such transfer restriction, prohibition or limit imposed by Coinhako.
- (d) It is your responsibility to ensure that the blockchain address that is used to receive any transfer of Digital Assets supports such Digital Assets. If you attempt to send Digital Assets from your Digital Asset Wallet to a blockchain address that does not support such Digital Assets, your Digital Assets may not be recoverable. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any transfer of Digital Assets to a blockchain address that does not support such Digital Assets.
- (e) Before our execution of your Instruction to transfer Digital Assets from your Digital Asset Wallet, we may require you to authenticate and/or verify such Instruction via your registered email or such other means as we deem appropriate and/or your pre-selected form of multifactor authentication which we may make available to you from time to time. You agree to comply with all such requirements to authenticate and/or verify your Instructions.

7.15 Receiving Digital Assets in your Digital Asset Wallet.

- (a) You may receive transfers of supported Digital Assets from supported blockchain addresses, which must be on a supported blockchain network, into your Digital Asset

Wallet. We may require you to assist with the verification of the identity of the owner of the supported blockchain address and you agree to provide us with any and all information, documents and/or materials that we may from time to time request for such purposes, and you permit us to keep a record of all such information, documents and materials for so long as we are required or permitted to do so under Applicable Laws, including beyond the termination of your Accounts. In providing us with such information, documents and/or materials that we request, you confirm (a) the accuracy, completeness, and authenticity of all such information, documents, and materials, and (b) you have not withheld any information, document or material that may influence our verification of the identity of the owner of the relevant blockchain address.

- (b) When we carry out these verification procedures, you acknowledge and agree that such information, documents, and materials provided by you may be disclosed to fraud prevention or financial crime agencies, operators of commercial databases or such other third-party background screening or identity verification operators, law enforcement agencies or other competent authorities.
- (c) We may in our sole and absolute discretion, without prior notice to you or any other Users, restrict or prohibit the transfer of Digital Assets to your Digital Asset Wallet from any blockchain address (including where such transfer is not in compliance with Applicable Laws), and/or impose a limit on the amount of Digital Assets that may be transferred from any blockchain address to your Digital Asset Wallet, whether for a specified period of time or indefinitely. Depending on the circumstances and Applicable Laws, we may at our sole discretion return the restricted or prohibited Digital Assets transferred to your Digital Asset Wallet back to the originating blockchain address. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, (i) any such transfer restriction, prohibition or limit imposed by Coinhako; and/or (ii) any return of the transferred Digital Assets to the originating blockchain address or delays or failure in returning of the transferred Digital Assets back to the originating blockchain address.
- (d) Your Digital Asset Wallet may receive only certain types of Digital Assets that are supported by Coinhako, which must be on a supported blockchain network. Under no circumstances shall you attempt to use your Digital Asset Wallet to store, request or receive any Digital Assets that we do not support. If you or any third party attempts to send any unsupported Digital Asset into your Digital Asset Wallet, such unsupported Digital Assets may not be recoverable. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any transfer of unsupported Digital Assets to a Digital Asset Wallet.
- (e) If you do not receive in your Digital Asset Wallet any transfer of supported Digital Assets from a supported blockchain address within a reasonable time, your only recourse

would be to contact the sender, and/or the person that operates the blockchain address from which the Digital Assets are to be sent. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any failure or delay of any transfer of Digital Assets made from a blockchain address.

- (f) You agree and understand that we may not allow transfers of Digital Assets from blockchain addresses not owned by you into your Digital Asset Wallet. If we determine that these blockchain addresses are not owned by you, we may attempt to return the Digital Assets (less a processing fee) to such blockchain addresses as soon as practicable after a minimum holding period for the Digital Assets during which we may perform verifications or other procedures as we deem necessary. We are entitled, in our sole and absolute discretion, to impose a processing fee to cover, amongst others, compliance, accounting, and other costs (including inconvenience fees and costs) incurred due to any such transfer of Digital Assets from blockchain addresses not owned by you, which we may deduct from the funds or Digital Assets in your Accounts (including from the relevant Digital Assets transferred into your Digital Asset Wallet from the blockchain addresses not owned by you). To avoid doubt, you hereby acknowledge and further agree that Coinhako has sole and absolute discretion to determine the amount of processing fee to be imposed on you pursuant to this provision. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, our refusal to permit transfers of Digital Assets from any blockchain address not owned by you into your Digital Asset Wallet.
- (g) You hereby acknowledge, agree and undertake that any and all legal, beneficial, equitable and other rights, title and interests in the Digital Assets transferred to your Digital Asset Wallet shall be free and clear of any liens, claims, charges or encumbrances or any other rights or interests that you or any other person or entity may have in relation to the Digital Assets.

7.16 **Irreversibility of Digital Asset transactions.** You acknowledge and agree that Digital Asset transactions cannot be reversed once they have been broadcasted to the relevant Digital Asset blockchain network. When you or a third party sends supported Digital Assets to your Digital Asset Wallet from a blockchain address, the person initiating the Transaction is solely responsible for executing the Transaction, which may include among other things, the payment of any applicable fees to successfully process the Transaction. Non-payment of applicable fees may result in delays or failed Transactions. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any delay or losses incurred as

a result of any error in your or such third party's initiation of a Transaction and we have no obligation to assist in the remediation of such Transactions.

7.17 **Withdrawal Fees.** When withdrawing supported Digital Assets from your Digital Asset Wallet to a blockchain address, you will be charged the prevailing withdrawal fees. The fees for withdrawals will depend on the applicable blockchain and may be adjusted by us from time to time in our sole discretion and without notice.

7.18 **Request for Information.**

(a) You agree to furnish us with any information that we may request from you before we may effect transfers of supported Digital Assets from your Digital Asset Wallet to a supported blockchain address and/or accept supported Digital Assets into your Digital Asset Wallets which have been sent from a supported blockchain address. We may in our sole and absolute discretion refuse to effect a transfer of, or accept, any Digital Assets if you fail to provide us with the requisite information.

(b) For transfers of supported Digital Assets into your Digital Asset Wallet from a supported blockchain address, we may require the sender to provide us with certain information before we are able to accept such Digital Assets. We may in our sole and absolute discretion, decide to not to accept any Digital Assets if we fail to receive the requisite information from the sender.

7.19 **Supported Digital Assets.** You acknowledge and agree that our Services are available to you only in connection with certain Digital Assets that we support, and this may change from time to time. You further acknowledge and agree that we may (but are not obliged to), in our sole and absolute discretion, treat certain supported Digital Assets as fungible (whether on the same blockchain protocol or across multiple supported blockchain protocols as determined by us in our sole and absolute discretion). Notwithstanding the foregoing, you acknowledge that we reserve the right to not treat certain forms of any supported Digital Asset as fungible, and to reject certain Digital Assets under this Agreement (including under Clause 7.15).

7.20 **Ending support of a Digital Asset.** We may in our sole and absolute discretion suspend or terminate our support for any Digital Asset at any time. To the extent commercially reasonable in the circumstances, we will endeavour to provide you with prior written notice. If you do not sell or transfer the relevant Digital Assets from your Account before the date of suspension or termination of our support of such Digital Assets, we reserve the right to sell and/or withdraw such Digital Assets from your Account and credit your Fiat Wallet with the fiat currency value of the Digital Assets at the time we effect the sale/withdrawal, less any fees that we may charge you in our sole and absolute discretion. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such suspension or termination of our support for any Digital Asset.

- 7.21 **Digital Asset Title.** To the extent that we are required to safeguard your Digital Assets in your Digital Asset Wallet in accordance with Applicable Laws, the terms of Schedule 4 shall apply. Notwithstanding any provisions to the contrary, in using our Platform, the APIs, and/or Services, you expressly acknowledge and agree that you shall continue to bear all risk of loss of such Digital Assets. Under no circumstances shall any of the Indemnified Persons have any liability for fluctuations in the value of Digital Assets held in your Digital Asset Wallet.
- 7.22 **Third-Party Offerings.** While you are using the Platform, the APIs, and/or Services, you may come across information related to products and services that are offered by a third party ("**Third-Party Offerings**") and not by us. Third-Party Offerings may be made available by an entity that is affiliated with us or an unrelated third-party ("**Third-Party Offeror**"). You acknowledge and agree that:
- (a) we are not offering any Third-Party Offerings to you;
 - (b) the Third-Party Offerings may not be subject to any regulatory framework. In such event, you may not have the benefit of any safeguards applicable to customers under Applicable Laws in accessing any Third-Party Offerings. You should thoroughly review the nature of the Third-Party Offerings to determine whether they are regulated products and/or services;
 - (c) your access to and/or use of any Third-Party Offerings is subject to the terms and conditions imposed by the Third-Party Offeror, which we have no control over. Without limiting the foregoing, if the terms and conditions require disputes between you and the Third-Party Offeror to be resolved in a foreign jurisdiction or if the person is a foreign legal entity, it may be more challenging to seek recourse. Further, the legal systems and level of investor protection and safeguards afforded to you in the foreign jurisdiction may be different to that in Singapore, which may impact your ability to seek recourse against the Third-Party Offeror;
 - (d) we do not owe you any obligation in connection with any Third-Party Offering and you have no rights against us related to any Third-Party Offering. Without limiting the foregoing, we have no obligation to communicate with the Third-Party Offeror and/or otherwise assist you in any way when you choose to deal with the Third-Party Offeror, and it is your sole responsibility to communicate and deal directly with the Third-Party Offeror; and
 - (e) you authorise us to: (i) act on your Instructions to transfer your Digital Assets to the Third-Party Offeror in connection with any Third-Party Offerings, but you do so at your sole discretion and assume all risks and liability related to the transfer; and (ii) receive Digital Assets to be transferred to you from the Third-Party Offeror in connection with any Third-Party Offerings. To avoid doubt, we have no obligation to effect any transfer of Digital Assets and/or receive any Digital Assets in connection with any Third-Party Offering.

7.23 **Disclaimers and Exclusion of Our Liability.** You acknowledge and agree that any Third-Party Offerings entered into between you and the Third-Party Offeror is at your own risk and to the maximum extent permitted by Applicable Laws, in no event shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any loss of business, profits or opportunities, or any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including damages for loss of data, information, revenue, profits or other business or financial benefit), whether arising out of or in connection with: (a) your access to and/use of any Third-Party Offerings; (b) any claim brought by any person in connection with any Third-Party Offerings; (c) your violation of any Applicable Laws in connection with any Third-Party Offerings; (d) any act or omission by us in connection with any Third-Party Offerings; or (e) any reliance by us on any communication from you in connection with any Third-Party Offerings.

7.24 **Indemnity.** You agree to indemnify and hold harmless the Indemnified Persons from and against any and all claims, actions, proceedings, investigations, demands, actions, suits, costs, charges, expenses, damages (including attorneys' fees, fines or penalties imposed by any regulatory authority), losses and liabilities which the Indemnified Persons may incur, suffer or which may be made against them as a result of, in relation to, and/or arising out of: (a) your use of any Third-Party Offerings; (b) any claim brought by any third-party against us in connection with any Third-Party Offerings; (c) your violation of any Applicable Laws in connection with any Third-Party Offerings; (d) any act or omission by us in connection with any communication from you in connection with any Third-Party Offerings; or (e) any reliance by us on any communication from you in connection with any Third-Party Offerings.

8. **MARKET INTEGRITY AND OTHER CIRCUMSTANCES**

8.1 **All Transactions are Final.** Subject to Clause 8.2 below, all Transactions are final, and no User shall have the right to reverse or cancel any Transaction.

8.2 **Reversal, cancellation, modification and/or disregard of Transactions.** Coinhako may, in its sole and absolute discretion without prior notice to you or any other Users, whether for a specified period of time or indefinitely, reverse, cancel, modify and/or disregard any Transaction under any circumstance and for whatever reason or no reason whatsoever, including where:

- (a) Coinhako is compelled to do so by any Applicable Law, including where Coinhako is required to suspend or terminate User's Account;
- (b) due to any technical, administrative or processing error or miscalculation, one or more Transactions do not occur as envisaged by Coinhako;
- (c) the User receives any fiat currency and/or Digital Assets that the User is not entitled to receive ("**Erroneous Credit**"), whether due to any error or mistake (including any technical, operational, human, or other mistake);
- (d) an Order has been placed, and/or a Transaction has been entered into, by any User who, in Coinhako's sole opinion, has engaged in abusive use of our Platform, the APIs,

and/or Services, including any attempts at market manipulation, fraud or exploitations of any bugs, vulnerabilities or technical errors in the Platform, the APIs, and/or Services;

- (e) an Order has been placed, and/or a Transaction has been entered into, by any User which involves an error with respect to price, quantity, or other parameters ("**Erroneous Transaction**"). In determining whether a Transaction is an Erroneous Transaction, Coinhako will take into account the circumstances at the time of the Transaction, the need to preserve the integrity of the market, Platform, the APIs, and/or Services, and the need to maintain a fair and orderly marketplace. The User agrees and understands that if Coinhako determines a Transaction to be an Erroneous Transaction, Coinhako may declare it null and void, in whole or in part, even if the User does not agree to cancel or modify it; and/or
- (f) for technical reasons or to maintain the proper functioning of the Platform, the APIs, and/or provision of Services, it would be, in Coinhako's sole opinion, necessary or desirable to do so.

8.3 **No Liability.** Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, Coinhako's decision to reverse, cancel, modify and/or disregard any Transaction.

8.4 **Access to Coinhako Platform.** All Users have equal access to the Platform and Services accessed via the Platform, and Coinhako does not provide prioritised access to any User. Coinhako shall have sole and absolute discretion, without prior notice to you or any other Users, to take any action to preserve the integrity of the market, Platform and/or Services. Such actions include the halting of trading, modifying risk-mitigating parameters, and/or restricting Users' access to the Platform and/or Services.

8.5 **Interruptions.** If any technical reasons prevent or degrade Users' ability to place or cancel Orders, or prevent or degrade access to the Platform, the APIs, any Services, and/or any other systems or processes, then Coinhako may, in its sole and absolute discretion, without prior notice to you or any other Users, take one or more of the following actions (where applicable):

- (a) disable or suspend the depositing, withdrawing, sending, receiving or transferring of fiat currency or Digital Assets;
- (b) reverse, cancel, modify and/or disregard Orders and/or Transactions;
- (c) disable or suspend the ability to place new Orders;
- (d) disable or suspend any entry into, completion and/or settlement of any Transactions;
- (e) disable or suspend any sign-in to Accounts; and/or

- (f) disable or suspend access to the Platform, the APIs, any Services, and/or any other systems or processes.

Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, Coinhako's decision to carry out any of the above actions.

- 8.6 **Halting of Trading.** Coinhako may in its sole and absolute discretion, disable or suspend trading in any Digital Asset for any period of time due to whatever reason (including where there is a sudden and/or substantial movement in the market price of such Digital Asset) or no reason whatsoever. Any and all Orders placed, or Transactions entered into during such period where trading has been halted by Coinhako pursuant to this Clause 8.6 may be cancelled, reversed, modified, disregarded, or dealt with in such manner as Coinhako may deem fit in its sole and absolute discretion. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, Coinhako's decision to carry out any of the above actions.

8.7 **False Trading and Market Manipulation Prohibited.**

- (a) Users are strictly prohibited from engaging in any market manipulation, regardless of whether such market manipulation is carried out on the Platform, the APIs, or otherwise. Market manipulation is defined as any action taken or procured to be taken, or any course of conduct, by any market participant or a person acting in concert with a participant which is intended to, or does, or is likely to, or could:
 - (i) create a false impression or deceive or mislead other Users:
 - (A) of active trading in any Digital Assets on the Platform or the APIs; or
 - (B) with respect to the market for, or the price of, any Digital Assets traded on the Platform or the APIs; or
 - (ii) artificially control or manipulate the price or trading volume of any Digital Asset, including:
 - (A) maintaining, inflating, depressing, or causing fluctuations in the market price of any Digital Asset; or
 - (B) aid, abet, enable, finance, support, or endorse any of the above actions or outcomes.
- (b) Market manipulation includes any front-running, wash trading, spoofing, layering, churning, and/or quote stuffing, whether with the use of bots or otherwise.

- (c) To avoid doubt, market manipulation may include any action or course of conduct carried out or undertaken on the Platform, the APIs, and/or otherwise.
- (d) Further, a User must not effect, take part in, be concerned with or carry out, directly or indirectly, two (2) or more Transactions in Digital Assets being Transactions that have, are intended to have, or are likely to have, the effect of raising, lowering, maintaining, stabilising or causing fluctuations in the price of the Digital Asset, with the intent to induce other persons to purchase, sell, swap, or enter into Transactions in relation to, such Digital Assets.

8.8 **False or Misleading Statements.** Users are prohibited from making false, inaccurate or misleading statements and from disseminating any information, document or material that is false, inaccurate or misleading and which is intended to, or does, or is likely to:

- (a) induce other persons to purchase, sell, swap, or enter into Transactions in relation to, any Digital Assets; or
- (b) have the effect (whether significant or otherwise) of raising, lowering, maintaining, stabilising or causing fluctuations in the price of any Digital Assets.

8.9 **Fraudulent Conduct.** Users are prohibited from engaging in any fraudulent conduct to induce or attempt to induce another person to deal or transact in Digital Assets. Examples of fraudulent conduct include:

- (a) making or publishing any statement, promise or forecast that the User knows or ought reasonably to have known to be misleading, false or deceptive;
- (b) dishonest concealment of material facts;
- (c) recklessly making, publishing or re-publishing any statement, promise or forecast that is misleading, false, or deceptive; or
- (d) recording or storing in, or by means of, any mechanical, electronic, or other device, information that the User knows or ought reasonably to have known to be false or misleading.

8.10 **Manipulative or Deceptive Conduct.** Users are prohibited from engaging in any manipulative or deceptive conduct in connection with the purchase, sale, or swap of, or Transaction in, any Digital Asset. Examples of manipulative or deceptive conduct include:

- (a) employing any device, scheme, or artifice to defraud;
- (b) engaging in any act, practice, business or course of conduct which operates, or is intended to operate, or is likely to operate, as a fraud or deception;

- (c) making any statement the User knows or ought reasonably to have known to be false or misleading; or
- (d) omitting to state a material fact in order to make the statements made, in the light of the circumstances under which they were made, not false or misleading.

8.11 **Your Duty Regarding Erroneous Credits.** If you receive any Erroneous Credit, you must (a) immediately notify us in writing of such circumstances; and (b) not use the Erroneous Credit for any purpose (including transferring or withdrawing the Erroneous Credit or using the Erroneous Credit in connection with any of our Services). We shall have the right at our sole and absolute discretion to reverse any Erroneous Credit to your Account without any prior written notice to you. If you have transferred, withdrawn, or used the Erroneous Credit in breach of this Clause, you must immediately return and transfer to us an amount equal to the Erroneous Credit transferred, withdrawn, or used by you and if you fail to do so, we may exercise our set off rights against you without any prior notice to you. We reserve the right to collect from you any fees or costs incurred in connection by us to enforce our rights.

9. **TRANSACTIONS**

9.1 **Transaction Limits.** The use of all Services is subject to a limit on the volume, stated in fiat currency or in Digital Assets, that you may buy, sell, swap, send, receive, or transfer in a given period (e.g., daily). Additionally, we may impose a time limit after you complete a Transaction before permitting you to use further Services and/or before permitting you to engage in Transactions beyond certain limits. To view your limits, please login to your Account. Your Transaction limits may vary depending on your payment method, results of customer due diligence, verification of identity or screening, and/or other factors determined by us in our sole and absolute discretion. We reserve the right to change such Transaction limits as we deem necessary at any time and without notice. If you wish to raise your Transaction limits, you may submit a request to us.

9.2 **Increase of Transaction limits.** We may conduct Enhanced Due Diligence on you if you wish to raise your Transaction limits. You agree to: (a) provide us with any additional or other information, documents and/or materials about yourself or your business; (b) have face to face meetings with representatives of Coinhako; or (c) take any other action as we may require in connection with the conduct of such Enhanced Due Diligence. We reserve the right to charge you any costs and fees associated with such Enhanced Due Diligence although if we intend to do so, we will endeavour to notify you in advance so that you may decide whether or not to proceed with your request to raise your Transaction limits. We may, in our sole and absolute discretion, refuse to raise your Transaction limits, or lower your Transaction limits at any time even if Enhanced Due Diligence on you has been completed.

9.3 **Error Correction.** We may, in our sole and absolute discretion, reverse, cancel, modify and/or disregard any Order and/or Transaction which, in our sole opinion, is erroneous, whether such error was caused by you, us or a third party or due to technical issues, system issues, software failure or otherwise. We provide no assurance or guarantee that any such error correction attempt will be successful. Under no circumstances shall any of the Indemnified Persons be

responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such erroneous Order and/or Transaction, or any attempt or failure to correct any of them.

- 9.4 **Unauthorised Transactions.** You are solely responsible for the access, control and use of your Accounts via the Platform and/or the APIs. Any Instruction sent from or is otherwise referable to your Accounts, or any of your contact information, shall be deemed to be authorised and is binding on you. We are not obliged to verify the identity or authority of any persons using your Accounts and we shall be entitled to accept and place full reliance on any Instruction sent from your Accounts. If you notice any unauthorised or suspicious log in or activity in your Accounts, you must notify us immediately, and provide us with a police report and any other information and documents as we may require. You shall also immediately take steps to restrict access to your Accounts, which can be done via the Platforms or other means. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons' reliance on any Instruction originating from your Accounts.
- 9.5 **Provision of Transaction Information.** You must give us all documents, information and/or materials that we may from time to time request in relation to any of your Transactions (whether the Transaction has been completed or is uncompleted), and you permit us to keep a record of all such information, documents and materials in accordance with Clause 9.6 below. Any such request may be for the purposes of facilitating our compliance with Applicable Laws, including our compliance with "know your customer", anti-money-laundering and anti-financing-terrorism requirements, or otherwise.
- 9.6 **Retention of Transaction Information.** To facilitate compliance with global industry standards for data retention and/or for the purposes of complying with our obligations under Applicable Law (including record keeping requirements), you agree to permit us to keep a record of all Trade Data and information, documents and materials relating directly or indirectly to any and all Transactions for so long as we are required or permitted to do so under Applicable Laws, including after the termination of your Accounts. We may, and you authorise us to, use and/or disclose all such Trade Data, information, documents, and materials in our sole discretion to such parties and for such purposes as indicated in our Privacy Policy.
- 9.7 **Transaction Confirmations.** We will endeavour to provide you with Transaction Confirmations via the Platform and/or APIs for Transactions that you enter into. We will use commercially reasonable efforts to ensure that the information contained in any Transaction Confirmation is reasonably accurate and complete. Any Transaction Confirmation shall be conclusive evidence of the terms of the Transaction entered into, save for any inaccuracies, incompleteness, and/or errors as determined by us in our sole and absolute discretion. You acknowledge and agree that it is your sole responsibility to review the accuracy and completeness of any Transaction Confirmation, and you shall immediately notify us if you believe that there is any inaccuracy, incompleteness, and/or errors in any Transaction Confirmation. If we determine that there are

any inaccuracies, incompleteness, and/or errors in any Transaction Confirmation, we shall have the right to re-issue to you a modified Transaction Confirmation rectifying such issues, which shall supersede and replace the previous Transaction Confirmation. To avoid doubt, the absence of a Transaction Confirmation is not conclusive evidence that a Transaction was not entered into. If for any reason you do not receive any Transaction Confirmation from us, it is your sole responsibility to notify us immediately.

- 9.8 **Statement of Account.** You hereby acknowledge that a statement of account containing the particulars of (including but not limited to), (i) any transactions entered into to purchase or sell Digital Assets and the price at which the transactions are entered into, (ii) the movement and balance of your Digital Assets and/or fiat monies held in your Account, and (iii) any financial charges and/or credits to your Account, is made available to you via the Platform on a real-time basis and you hereby agree to your statement of account being made available to you in this manner.

10. **YOUR INSTRUCTIONS AND AUTHORISATIONS**

10.1 **Instructions.**

- (a) You are solely responsible for accurately transmitting any Instruction, including all the necessary information in order to enable us to carry out any Instruction. Coinhako is not obliged to verify the accuracy or completeness of any such information or Instruction, or for monitoring or refusing to process duplicate Instructions.
- (b) Your Instructions shall be irrevocable and unconditional and shall be binding on you, and such Instructions may be acted or relied upon by us irrespective of any other circumstances. As such, once you give any Instruction, you have no right to rescind, amend or withdraw such Instruction without our written consent.
- (c) Your Instruction shall not be considered to be received by Coinhako unless and until it has been received by Coinhako's servers and systems. Additionally, Coinhako's records of all Instructions shall be conclusive and binding on you for all purposes.

- 10.2 **Our Discretion.** You acknowledge and agree that Coinhako may, in its sole and absolute discretion for any reason or no reason whatsoever, refuse to act upon or defer acting on any Instruction, or seek further information with respect to the Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons' refusal or delay in acting upon any Instruction.

10.3 **Your Identity or Authority.**

- (a) You may authorise another person to act on your behalf in giving and/or receiving Instructions. However, Coinhako shall not be under any obligation to verify the identity or authority of any person giving any Instruction and the authenticity of such Instruction.

You agree that any Instruction given from your Account, under your Identity Verification Information, and/or originating from your Account Identifiers (including your provided email address, contact number, and other forms of contact information), shall be deemed to be duly authorised Instructions, which we may rely on, and it is not our responsibility to perform any verification check on such Instruction.

- (b) You acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party to whom you grant access to your Account and any act or omission of such third party shall be considered to be an action authorised by you. Further, you acknowledge and agree that you will not hold any of the Indemnified Persons responsible for, and will indemnify the Indemnified Persons from, any liability arising out of or related to any act or omission any third party to whom you grant access to your Account or in connection with use of or reliance on any such content, goods or services available on or through any Services.
- (c) Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons relying or acting upon any Instruction which is given or purported to be given by you, regardless of the circumstances prevailing at the time of such Instruction, the nature of the arrangement, services or transactions made pursuant to such Instruction or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity or authorisation in the terms of such Instruction.

10.4 **Notification of Instructions.** Coinhako may, but is not obliged to, transmit a notification to you upon receipt of any Instruction from you. You are responsible to ensure that the details of your Instruction in any such notification transmitted to you are true, accurate and complete. Completion notification that an Instruction and/or a Transaction has been effected by Coinhako may be provided to you via electronic communications. Any such completion notification transmitted to you shall be deemed to have been received by you immediately after transmission. You are required to contact us if you do not receive any completion notification within the time usually required for a similar notification to be received.

11. **OUR COMMUNICATIONS WITH YOU**

11.1 **Delivery of Notices by Coinhako.** For any notices to be delivered by us to you, such notice may be delivered by:

- (a) email or other electronic means to your email address or other contact information (including your contact number), which shall be deemed delivered at the time of transmission;

- (b) any means of notification to you via the Platform, including: (A) push notifications via the App or Website; (B) the “Notifications” section accessible via the App or Website; or (C) pop-up notices, posts, or banners on our Platform, which shall be deemed delivered at the time of transmission; and/or
- (c) any other method (whether electronic or otherwise) to any location (including online locations), account (including your social media accounts), profile, and/or blockchain wallet address which we determine to be controlled or accessible by you, which shall be deemed delivered at the time of transmission; and/or
- (d) hand, courier service, registered mail, or other methods we deem appropriate to your address, which shall be deemed delivered at the time of delivery.

11.2 **Account Communication.** Coinhako may rely on the information associated with your Account (including your address, email address, contact number, and/or wallet address) or any other information that Coinhako determines to be reasonably associated with you (including any other registered address, business address, place of business, residential address, social media accounts, and/or blockchain wallet addresses) for the delivery of any notice to you. To ensure that you receive all our communications, you agree to keep your contact information up to date and immediately notify us if there are any changes. Delivery of any communication in accordance with this Agreement shall be considered valid and binding for all purposes. If any communication is returned as undeliverable, we retain the right to block your Accounts and access to the Services until you provide and confirm a new and valid email address and/or contact number.

11.3 **Account Review and Acknowledgment.** It is your sole responsibility to:

- (a) ensure all communication channels that we may use to communicate with you are not blocked (or filtered by your email service provider to spam);
- (b) regularly check all communication channels (including push notifications via the App or Website and/or your email address); and
- (c) review and understand any notices or communications sent by us.

You must immediately notify us if you are not able to receive our notices and communications.

11.4 **Contact Coinhako.** If you have any feedback or questions, you may contact us by submitting a support ticket on the Website. When you contact us, you are required to provide us with your name, email address, and any other information that we may need to identify you, your Account, and the Transaction in relation to which you have feedback or questions. For complaints or other disputes, please refer to Clause 12 below.

12. **COMPLAINTS AND DISPUTE RESOLUTION**

12.1 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of Singapore.

12.2 **Alternative Dispute Resolution.** Any dispute arising out of or in connection with this Agreement (including any question regarding its existence, validity, or termination) ("**Dispute**") shall be finally resolved in accordance with the alternative dispute resolution measures set out in this Clause 12.

12.3 **Arbitration.**

- (a) All Disputes shall be referred to and finally resolved by arbitration administered by SIAC in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference to this Clause 12.3. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. The Tribunal shall consist of 1 arbitrator.
- (b) We may refer the Dispute to arbitration at any time after the Dispute arises.
- (c) You may only refer the Dispute to arbitration after exhausting the complaints process in Clause 12.4 below.
- (d) Notwithstanding anything in this Clause 12, under any circumstances and at any time, if we deem in our sole and absolute discretion that any emergency interim relief (including any application for any injunction) is appropriate or necessary, we shall be entitled to take such steps as we deem appropriate to seek such emergency interim relief:
 - (i) before the Singapore Court and/or any other court of competent jurisdiction; and/or
 - (ii) in emergency arbitration proceedings in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference to this Clause 12.3(d). The seat of the emergency arbitration shall be Singapore. The language of the emergency arbitration shall be English. The Tribunal shall consist of 1 emergency arbitrator.

12.4 **Complaints by You.**

- (a) Initial Support Ticket. If you have a Dispute against us, you must first submit a support ticket via the Website. We will endeavour to resolve the Dispute within 30 Business Days of receipt of your ticket.
- (b) Additional Support Ticket. If the Dispute is not resolved within the timeframe in Clause 12.4(a), you must submit an additional ticket citing your original ticket support number.

We will endeavour to resolve the Dispute within the later of: (i) 30 Business Days of receipt of your additional ticket; or (ii) such other timeframe as we may notify to you in writing, which depends on various factors including the complexity of the Dispute and your full and prompt cooperation with us.

(c) Further Escalation. If your Dispute is not resolved within the timeframe in Clause 12.4(b), you must escalate the Dispute by delivering written notice of the Dispute ("**Escalation Notice**") to us.

(i) The Escalation Notice must be in writing and in English and contain sufficient particulars of the Dispute.

(ii) You must deliver the Escalation Notice to us by: (A) hand personally to our registered address with confirmation of receipt; and/or (B) courier service to our registered address with confirmation of receipt. Any Escalation Notice delivered in accordance with the foregoing shall be deemed delivered at the time of receipt by us of the physical copy of the Escalation Notice. You must also send an electronic copy of the Escalation Notice to us via a reply to your ticket.

(d) Your Right to Refer to Arbitration. If your Dispute is not resolved within 30 Business Days of delivery of the Escalation Notice to us, you must refer the Dispute to arbitration in accordance with Clause 12.3 if you wish to pursue your claim related to the Dispute.

12.5 **Our Right to Require Mediation**. At any time after a Dispute arises, we may refer the Dispute for mediation at SMC in accordance with SMC's Mediation Procedure in force for the time being by submitting a request to mediate to SMC, upon which you will be bound to participate in the mediation within 30 days thereof. If we elect to refer the Dispute for mediation, you undertake to participate reasonably, fully, and in good faith in the mediation process, and you must be represented by a person with authority to negotiate and settle the Dispute on your behalf. The date of mediation shall be determined by us. Unless otherwise agreed between you and us, the mediator will be appointed by SMC. The mediation will take place in Singapore in English, and you agree to be bound by any settlement agreement reached.

12.6 **Provision of Adequate Information**. You undertake to provide to us accurate, complete, updated, and reliable information as we may require in evaluating any Dispute, including the particulars of your claim or defence, all relevant facts and evidence in support of your claim. We shall not be deemed to have received your ticket and/or notice in relation to any Dispute against us until such time as we have received all information required and requested in our sole discretion to review the Dispute.

13. **RISKS RELATED TO DIGITAL ASSET TRANSACTIONS**

13.1 **Your Assumption of Risks**. Transacting in Digital Assets, and use of the Services provided by Coinhako, involves significant risks and potential for financial losses. Please read and understand the Safeguarding and Risk Disclosure Statement which sets out a non-exhaustive list of risks applicable to such activities, which you fully assume. You hereby acknowledge and

agree that under no circumstances shall any of the Indemnified Persons have any responsibility or liability for any and all risks relating to the trading of Digital Assets, including the risks disclosed to you in the Safeguarding and Risk Disclosure Statement.

- 13.2 **Your Confirmation of Knowledge and Expertise.** You represent and warrant that you have (a) the necessary technical knowledge, expertise, and ability to review and evaluate the risk, security, integrity and operation of any Digital Asset that you decide to acquire or trade; and (b) the requisite knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Digital Asset or Transaction. You accept the risk of trading Digital Assets through the Platform and/or the APIs and are responsible for conducting your own independent analysis of the risks specific to the Digital Assets and/or the Services. You should not acquire or transact in any Digital Assets unless you have sufficient financial resources and can afford to lose the full value of the Digital Assets. The risk of loss in trading Digital Assets can be substantial. You should therefore carefully consider whether such trading is suitable for you considering your circumstances and financial resources.
- 13.3 **No Guarantees by Us.** Coinhako's decision to provide any Services related to any Digital Asset does not indicate Coinhako's approval or disapproval of the Digital Asset or the integrity, security or operation of the Digital Asset or its underlying technology. The risks associated with Digital Assets and trading Digital Assets apply notwithstanding Coinhako's decision to support a particular Digital Asset.
- 13.4 **Your Responsibility to Seek Advice.** If you do not understand the risks relating to Digital Assets, it is your responsibility to consult an independent legal and/or financial adviser. If after obtaining appropriate legal and/or financial advice from a qualified professional, you still do not understand such risks, then you should refrain from using the Services. Coinhako does not provide any investment, legal, tax, regulatory or any other form of advice, and does not owe any fiduciary or other duties to you in connection with your use of the Services. You are required to rely solely on your own judgment (with or without the assistance of an independent adviser) in using the Services. Coinhako does not make any assurance or warranty about the suitability of any Digital Assets for trading or ownership by you. By using any of the Services, you represent and warrant to Coinhako that you are solely responsible and liable for any Transaction that you enter into through the Platform, the APIs, and/or the Services.

14. **SECURITY OF YOUR ACCOUNT**

- 14.1 **Security of your Account and Account Identifiers.** As your Account and Account Identifiers may be used to transmit Instructions to us and/or access the Services, you must ensure that your Account and Account Identifiers are secure from unauthorised access and/or use. It is your sole responsibility to prevent any unauthorised access and/or use of your Account and Account Identifiers, and you shall take all reasonable measures (including physical, technical, and administrative safeguards) to prevent any unauthorised access and/or use thereof, including the measures stated herein.

- (a) Security of your Account. You must ensure that your Account is secured with strong Access Credentials (including the use of a strong password that meets our prescribed requirements and, if available to you, 2FA) and take all reasonable steps to prevent any unauthorised access to and/or use of any of your Access Credentials.
- (b) Security of Your Account Identifiers. You must ensure that your Account Identifiers may only be accessed with strong authentication methods (including the use of strong passwords and/or 2FA) and take all reasonable steps to prevent any unauthorised access to and/or use of your authentication methods that may be used to access your Account Identifiers.
- (c) Security of Your Devices. You must ensure that any devices that may have access to your Account and/or Account Identifiers are secured from unauthorised use and/or access. You shall ensure that such devices are secured with strong authentication methods (including the use of strong passwords and/or 2FA) and take all reasonable steps to prevent any unauthorised access to and/or use of your authentication methods that may be used to access such devices. In addition, you shall not grant any remote access and/or share the screen of such devices with any other person. You shall also ensure that such devices are protected against any computer viruses, bugs, spyware, scareware, Trojan horses, worms, malware, or other malicious code that may affect such devices, including using reputable anti-virus and anti-malware software where appropriate.
- (d) Remain Vigilant against Phishing Attacks. You must take all reasonable steps to verify the authenticity and integrity of any communication, record, and/or platform purporting to originate from or be operated by us, as email addresses, phone numbers, and/or websites are vulnerable to being spoofed. If you have any reason to doubt the authenticity and integrity of any communication, record, and/or platform, you must contact us to seek further verification. Unless otherwise expressly approved by us in writing, the Services may be accessed via only the Platform and/or the APIs, and you must not attempt to access the Services and/or login to your Accounts using your Access Credentials on any other channels.
- (e) Content via our Official Channels. We may from time to time make available certain information relating to the Services via any of our official social media or other channels (including Twitter/X, Instagram, Telegram, email, or other channels). Whilst we may take reasonable steps to prevent unauthorised access to such channels, we cannot guarantee that there will be no such unauthorised access. You acknowledge and agree that there shall be no presumption that any content made available via such channels are authentic and originate from us. You should exercise due caution and if there is any reason to doubt the authenticity and integrity of any content made available via such channels, and you must contact us to seek further verification. The Services may be accessed via only the Platform and/or the APIs, and you must not attempt to access the Services and/or login to your Accounts using your Access Credentials on any other channels.

- (f) Use of Biometric Authentication. If you decide to rely on biometric authentication (including any fingerprint or facial recognition) to secure your access to the Services (including directly to access the App or indirectly to access any other Access Credential that may be used to access the Services), or any device or software that has access to the Services, you fully accept and assume all risks associated with biometric authentication. Such risks include the risk that biometric authentication methods may not be fully secure or reliable (including risks of false positives) and may be circumvented by third parties (whether through hardware, software or other means of exploitation). You acknowledge and agree that biometric authentication is administered on your device by third parties and not by us, and we do not owe you a duty to verify that any successful biometric authentication (and any subsequent access to your Account or the Services) was made using your biometrics. If you permit any other person to enrol the person's biometrics on your device, you fully assume the risk that the person may access your Account or the Services. You shall be fully responsible and liable for all acts or omissions of any person with access to your Account or the Services in connection with any successful biometric authentication (whether or not authorised by you), which we may rely on without further inquiry. You further acknowledge and agree that we shall not be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any access to your Account or use of the Services in connection with any use of biometric authentication.

14.2 **Your Responsibility.** You shall be solely responsible and liable for all direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs you incur that arises from or in connection with any failure by you to comply with this Clause 14. Any such failure by you may be taken into account in our determination of the appropriate resolution of any matter. You should regularly review your Transaction history to verify if there may have been any unauthorised access to and/or use of your Accounts and/or Account Identifiers. You should also review any notices and/or alerts that we may send to you in connection with any access to and/or use of your Accounts, which you will be deemed to have notice of upon the transmission of such notices and/or alerts to you. To avoid doubt, we shall have no obligation to send you any such notices and/or alerts.

14.3 **No Liability.** Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any: (a) access to and/or use of (whether authorised or not) any of your Accounts and/or Account Identifiers by any person; (b) breach of security affecting your Accounts and/or Account Identifiers; (c) Transactions, Instructions or operations effected by you or purported to be effected by you through your Accounts and/or Account Identifiers or otherwise referable to your Accounts and/or Account Identifiers; (d) damage or interruptions caused by any computer viruses, bugs, spyware, scareware, Trojan horses, worms, malware, or other malicious code; (e) any disclosure of any Access Credentials by you to any person; (f) any spoofing, phishing, and/or other attack; and/or (g) your reliance on any content made available via any of our social media or other channels.

14.4 **Security Incident.** If you have any knowledge of and/or any reason to suspect that there may have been any unauthorised access to and/or use of your Accounts and/or Account Identifiers, you must:

- (a) immediately notify us at hello@coinhako.com and take such steps as may be necessary to prevent any further unauthorised access to and/or use of your Accounts and/or Account Identifiers. This includes the freezing of your Accounts through the Platform and/or the APIs;
- (b) continue to provide accurate and updated information as we may request throughout the duration of the Security Incident; and
- (c) take any steps that we may require to mitigate, manage, or report any Security Incident.

15. **SUSPENSION, TERMINATION AND CANCELLATION**

15.1 **Coinhako's Right to Suspend, Terminate, Cancel Etc.** You agree that Coinhako shall have the right in its sole and absolute discretion, without prior notice to you or any other Users, to:

- (a) refuse to act upon any Instruction;
- (b) refuse to complete any Transaction you have authorised or instructed;
- (c) block, reverse, cancel, modify and/or disregard any Instruction and/or Transaction you have authorised or instructed, even after the Transaction has been fully executed and settled;
- (d) immediately suspend, restrict your access to, and/or terminate your Accounts or the Services; and/or
- (e) freeze or liquidate the funds and/or Digital Assets in any Account,

whether for a specified period of time or indefinitely, and/or refuse to transmit information or Instructions to third parties, for any reason, including where:

- (i) we are, in our sole opinion, required to do so by any Applicable Laws;
- (ii) we reasonably believe that we need to do so in order to protect our reputation or goodwill;
- (iii) you have not complied with, or we reasonably suspect you of acting in breach of, any terms, conditions or provisions in this Agreement;
- (iv) we detect any unusual activity in relation to your Accounts;
- (v) we detect any unauthorised access to your Accounts;

- (vi) we have determined or suspect that any Transaction is erroneous (including any error or mistake, whether technical, operational, human, or otherwise);
- (vii) we have determined or suspect that any Transaction is unauthorised, fraudulent or unlawful or we have determined or suspect your Accounts and/or the Services are being used in an unauthorised, fraudulent, or unlawful manner;
- (viii) we have concerns about the security of your Accounts;
- (ix) we have determined or suspect that there is any occurrence of, involvement in, or connection to, any money laundering, terrorist financing, proliferation financing, fraud, or any other financial crime in connection with you, your Account, and/or any activities that may be connected to you;
- (x) we have determined or suspect that you are an Excluded Person, and/or your activities are in breach of any Sanctions;
- (xi) we have determined or suspect that there is any occurrence of, involvement in, or connection to gambling, scams, money mule activities, high-risk activities, purchase of drugs or adult material, conduct of multi-level marketing, ransomware, transactions in darknet market, transactions with high-risk exchanges, or transactions with Excluded Persons and/or politically exposed persons;
- (xii) we have determined or suspect that any funds or Digital Assets held in your Account have been stolen or otherwise are not lawfully possessed by you;
- (xiii) use of your Accounts is subject to any pending litigation, investigation, and/or government proceeding, and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Accounts;
- (xiv) you take any action that may circumvent our controls such as opening multiple Accounts or abusing promotions which we may offer from time to time;
- (xv) we have determined or suspect that you have directly or indirectly registered any Account in another person's name;
- (xvi) any information that you have provided to us is untruthful, inaccurate, outdated or incomplete;
- (xvii) the Agreement has been amended, and you are unwilling to accept any of the terms, conditions or provisions of the amended Agreement;
- (xviii) we determine in our sole discretion that we no longer want to continue to have business relations with you;

- (xix) you are in breach of Applicable Laws and/or this Agreement;
- (xx) you have requested that we terminate or suspend the provision of any Services to you; and/or
- (xxi) any other circumstance (including due to external market movements and conditions) has arisen where we consider it appropriate to exercise our rights under this Clause 15.1.

- 15.2 **Retention of Records.** Should any of your Accounts be terminated, you agree to permit us to keep a record of all Trade Data and information, documents and materials relating directly or indirectly to your Transactions and such Account for so long as we are required or permitted to do so under Applicable Laws, including after the termination of your Account. We may, and you authorise us to, use and/or disclose all such Trade Data, information, documents and materials in our sole discretion to such parties and for such purposes as indicated in our Privacy Policy.
- 15.3 **Freezing or Liquidating of Assets.** If we exercise our rights under Clause 15.1 above, we may freeze and/or liquidate any funds and/or Digital Assets in your Account at any time as we deem appropriate and in our sole discretion, without the need to obtain your prior authorisation. If we freeze any or all of your funds or Digital Assets, we may continue to do so until such time as we determine in our sole discretion to unfreeze any or all of your funds or Digital Assets. We may require you to provide evidence in a form that is acceptable to us before we may consider unfreezing any or all of your funds or Digital Assets. If we liquidate any funds and/or Digital Assets in your Account, such liquidation shall be undertaken: (a) by converting the funds and/or Digital Assets into an asset as we deem appropriate; (b) at such time as determined by us in our sole discretion; and (c) our prevailing market rate or such other rate as we deem appropriate. To the extent permitted by Applicable Laws, we may, but are not obliged to, transfer the proceeds of any such liquidation to you in a fiat currency and/or Digital Asset as we deem appropriate, provided that you comply with to our satisfaction all requests made to you, including any request for evidence that any bank account and/or wallet address for the receipt of such proceeds is held in your name and/or controlled by you.
- 15.4 **No Obligation to Disclose.** You acknowledge and agree that our decision to take certain actions, including suspending, restricting your access to, and/or terminating your Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and/or security protocols to you or any reason for suspending, restricting your access to, and/or terminating your Account.
- 15.5 **No Liability.** Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons' action or inaction in accordance with the terms of this Clause 15.

- 15.6 **Your Termination.** You may terminate your Account at any time by withdrawing all balances and submitting a request to hello@coinhako.com. You will be required to pay any outstanding amounts owed to us (if any) and agree that you will continue to be responsible and liable for all debts and obligations related to your Account even after it is closed. You authorise us to cancel or suspend any outstanding and uncompleted Orders and/or Transactions following the submission of your request to terminate your Account. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any of the Indemnified Persons' action or inaction in cancelling or suspending any outstanding and uncompleted Orders and/or Transactions following the submission of your request to terminate your Account.

16. **INDEMNIFICATION AND EXCLUSION OF LIABILITY**

- 16.1 **Indemnification.** You agree to indemnify and hold harmless (a) Coinhako, (b) Coinhako's shareholders, joint venture parties, subsidiaries, affiliates and related corporations and entities, and (c) the officers, directors, employees, representatives, agents, suppliers, contractors and service providers of all the persons and entities described in (a) and (b) ((a), (b) and (c) collectively, the "**Indemnified Persons**") from and against any and all claims, actions, proceedings, investigations, demands, actions, suits, costs, charges, expenses, damages (including attorneys' fees, fines or penalties imposed by any regulatory authority), losses and liabilities which the Indemnified Persons may incur, suffer or which may be made against them as a result of, in relation to, and/or arising out of (i) your use of, or conduct in connection with, the Services, (ii) your breach of representation, warranty, agreement or undertaking by you under this Agreement or our enforcement of this Agreement, (iii) your violation of any Applicable Laws, (iv) any act, omission, negligence, breach, offence or default committed or attributable to you, and/or (v) any sum or obligation expressed to be payable or liable to be performed under this Agreement not being paid or performed by you by the time, on the date and otherwise in the manner specified in this Agreement. If you are obligated to indemnify any of the Indemnified Persons pursuant to this Agreement, Coinhako will have the right, in its sole and absolute discretion, to control any action or proceeding and to determine whether Coinhako wishes to settle, and if so, on what terms.

16.2 **Disclaimer of Damages and Limitation of Liability.**

- (a) To the maximum extent permitted by Applicable Laws, in no event shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any loss of business, profits or opportunities, or any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including damages for loss of data, information, revenue, profits or other business or financial benefit), whether arising out of or in connection with the Website, the Platform, any APIs, your Account, the Services, this Agreement and/or any agreement entered into pursuant to, or in connection with, the terms of this Agreement, or otherwise.
- (b) Coinhako's liability, and the liability of the Indemnified Persons, to you or any person or entity in any circumstance is limited to the actual amount of loss or damage which is

caused directly and is reasonably foreseeable by Coinhako's breach of this Agreement provided always that the Indemnified Persons' maximum aggregate liability to you for all such losses arising in connection with this Agreement or otherwise shall not exceed S\$10,000. Such sum shall be paid as liquidated damages by Coinhako to you in full and final settlement and satisfaction of our entire liability and the Indemnified Persons' entire liability for any loss or damage which is caused directly and is reasonably foreseeable by our breach of this Agreement. You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including any claim in rem, injunction, and/or specific performance.

- 16.3 **Disclaimer of Warranties.** To the maximum extent permitted under applicable law, the Services and any materials, product, service or other item provided by or on behalf of Coinhako and/or its affiliates in connection with the Services ("**Coinhako Materials**") are provided on an "as is" and "as available" basis and Coinhako expressly disclaims, and you waive, any and all other warranties of any kind, whether express, statutory or implied, oral or in writing, including warranties of merchantability, adequacy, accessibility, fitness for a particular purpose, title or non-infringement of third party rights or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, Coinhako does not represent or warrant that the site, the Services and/or Coinhako Materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and/or access of the Services.
- 16.4 **No Liability for Circumstances Beyond our Control.** No Indemnified Persons shall be liable to you or any other person for: (a) any breach of this Agreement; (b) any delay, disruption, interruption or failure of the Services; and/or (c) any other circumstances in connection with your use of the Services, if such breach, delay, disruption, interruption, failure, or circumstances arose (whether directly or indirectly) in connection with any circumstances beyond our control, including any natural disaster, epidemic or pandemic, national or international crisis, emergency, war, riot, strike, labour dispute, widespread violence or acts of terrorism, breakdown in public infrastructure, any disruption, interruption, and/or failure of any system or services provided by a third party service provider to us, interruption in telecommunications or network provider services, absence of a liquid market for any Digital Asset, significant or widespread disruptions, cessation of business or bankruptcy of any third party, disruption to the market for any Digital Asset, or change in Applicable Laws.
- 16.5 **No Liability for Third-Party Operator or Open-Source Software.**
- (a) The Services provided by us may be reliant: (i) on a third-party operator that is responsible for designing, developing and/or operating the Services ("**Third-Party Operator**") on our behalf; and/or (ii) on software licensed and/or made available under an Open-Source Software licence.

- (b) There may be additional risks arising in connection with use of the Services that are reliant on by a Third-Party Operator or any Open-Source Software. Coinhako's provision of such Services is subject to the terms imposed by such Third-Party Operator and/or associated with such Open-Source Software and you must ensure that you comply with all such terms.
- (c) By using our Services, you are deemed to have acknowledged and agreed that such Services are provided on an "as is" and "as available" basis and Coinhako expressly disclaims any and all other warranties of any kind, whether express, statutory or implied, oral or in writing, including warranties of merchantability, adequacy, accessibility, fitness for a particular purpose, title or non-infringement of third party rights, availability, continuous, uninterrupted or secure access, or warranties arising from course of performance, course of dealing or usage in trade. To the maximum extent permitted by Applicable Laws, in no event shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any loss of business, profits or opportunities, or any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including damages for loss of data, information, revenue, profits, or other business or financial benefit), whether arising out of or in connection with such Services, your use or inability to use such Services, the act or omission of any Third-Party Operator, and/or any reliance on or use of any Open-Source Software.

16.6 Hard Forks or Airdrops. There may be changes to the operation of the underlying protocols of a blockchain or other circumstances that we have no control over, which may result in one or more blockchains emanating from the original blockchain. There may also be distributions made by third parties of new Digital Assets to eligible persons (including distributions whereby the new Digital Assets are intended to replace existing Digital Assets). Coinhako shall have no obligation to support any forked blockchains, any Digital Assets on any forked blockchain, and/or any new Digital Assets that are distributed, nor any obligation to distribute to any person any new Digital Assets. Such events may have an impact on the name, nature, price, availability, and functionality of the existing Digital Assets that are supported on our Platform and/or held in your Digital Asset Wallets. Under no circumstances shall any of the Indemnified Persons shall be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of: (a) any fork and/or distribution beyond our control; and/or (b) any act or omission by Coinhako in connection with any such event, including any decision not to support any forked blockchains, any Digital Assets on any forked blockchain, and/or any new Digital Assets that are distributed.

17. LICENCE

17.1 Subject to your continued compliance with the express terms and conditions of this Agreement, Coinhako provides to you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable licence to access and use the Services on your computer or other internet compatible device as Coinhako may prescribe from time to time for your personal, internal use only (save that enterprise users may access and use the Materials for internal

business purposes). Unless otherwise expressly permitted in writing by Coinhako, you are not permitted to use the Services for any resale or commercial use including to place trades on behalf of another person or entity. All such use is expressly prohibited and shall constitute a material violation of this Agreement. The content layout, formatting, and features of and access privileges for the Services shall be as specified by Coinhako in its sole discretion. All rights not expressly granted under this Agreement are hereby reserved. Accordingly, you are hereby prohibited from using the Services in any manner that is not expressly and unambiguously authorized by this Agreement.

- 17.2 This Agreement provides only a limited licence to access and use the Services. Accordingly, you hereby agree that Coinhako transfers no ownership or intellectual property right, interest or title in and to the Services or any Coinhako intellectual property to you or anyone else in connection with your use of the Services. All intellectual property rights, title and interests in and to the Services, including any text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services are exclusively owned, controlled, and/or licensed by Coinhako or its members, parents, licensors, or affiliates.
- 17.3 All rights, title, and interests in and to any Transaction data, and/or any feedback, suggestions, ideas, or other information or materials regarding Coinhako or the Services that you provide, whether by email, through the Services, your Account or otherwise (collectively, "**Trade Data**") shall be vested at all times solely in Coinhako. If to any extent any part of the Trade Data shall at any time accrue to you by operation of law or howsoever otherwise, and whether vested, future or contingent, you hereby irrevocably assign all rights, title and interests in and to such Trade Data to Coinhako immediately upon the vesting of such Trade Data in you, such that Coinhako shall become entitled to all rights, title and interests in and to such Trade Data. You shall not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Trade Data or any modifications made to the Services based on any Trade Data.
- 17.4 Without prejudice to the foregoing or any other rights under this Agreement or at law, you further acknowledge and agree that Coinhako may use and/or disclose anonymised data, which is not in personally identifiable form, for data analytics, marketing and/or business improvement purposes.

18. SITE AVAILABILITY AND ACCURACY

18.1 Downtime and Maintenance.

- (a) The Platform, the APIs, Website, and/or any of the Services may be periodically unavailable during scheduled maintenance or unscheduled downtime. None of the Indemnified Persons make any (and hereby disclaims any) representations or warranties regarding the Platform, the APIs, Website, and/or any of the Services including that a User will have continuous, uninterrupted, or secure access to the Platform, the APIs, Website and/or any of the Services.

- (b) Following any such scheduled maintenance or unscheduled downtime, when services resume, market conditions and prices may differ significantly from the market conditions and prices prior to such maintenance or downtime.
- (c) Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such scheduled maintenance or unscheduled downtime.

18.2 **Third Party Sites & Content.**

- (a) Our Services may from time to time contain links to third-party websites or services that are not owned or controlled by Coinhako ("**Third-Party Sites**") and/or display, publish or make available content that is provided by third parties ("**Third-Party Content**"), including for example our business partners.
- (b) You acknowledge and agree that Coinhako has no control over, does not endorse and assumes no responsibility for any Third-Party Content and/or Third-Party Site, including the content, privacy policies, or practices of such Third-Party Sites. Your access and/or use of, or reliance on, any Third-Party Content and/or Third-Party Site is entirely at your own risk, and we make no representations or warranties in connection with such Third-Party Content and/or Third-Party Sites.
- (c) To the maximum extent permitted under applicable law, (a) you acknowledge and agree that under no circumstances shall any of the Indemnified Persons be responsible or liable, directly or indirectly, for any damage or loss in connection with your access and/or use of, or reliance on, any Third-Party Content and/or Third-Party Site; and (b) you expressly waive any and all claims against all Indemnified Persons arising from your access and/or use of, or reliance on, any Third-Party Content and/or Third-Party Site.
- (d) You acknowledge that Third-Party Sites usually have their own terms and conditions, including privacy policies, over which we have no control, and which will govern your rights and obligations with respect to the access and/or use of those web sites and any resources contained therein. We strongly advise you to read all such terms and conditions, including privacy policies, of any Third-Party Sites that you visit.

19. **DATA PROTECTION**

- 19.1 It is a continuing condition of your access and/or use of the Services that you agree and consent to the collection, use, disclosure, and/or processing of your personal data in accordance with the Privacy Policy.
- 19.2 You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you provide to us in relation to your employees, associates, or other

individuals, entities or persons, in connection with this Agreement and/or the Services. We will collect, use, disclose, process, and store this personal data in accordance with the Privacy Policy.

19.3 You represent, warrant, and undertake to us that:

- (a) if in connection with your access and/or use of the Services, you provide us with the personal data of any person other than yourself, such persons have consented to the collection, use, disclosure and/or processing of their personal data in accordance with the Privacy Policy;
- (b) your disclosure to us of any personal data is in accordance with all Applicable Laws governing the collection, use, disclosure, and/or processing of personal data, and such personal data is complete, accurate, updated and relevant at the time of disclosure;
- (c) before providing any such personal data to us, you acknowledge that you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided the individual with a copy of, or directed the individual towards a webpage containing that Privacy Policy; and
- (d) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide updated copies of the Privacy Policy to, or re-direct towards a webpage containing the updated Privacy Policy, any individual whose personal data you have provided to us.

20. GENERAL

20.1 **Right of Set Off.** Notwithstanding anything contrary in this Agreement, in addition and without prejudice to any other rights or remedies that we may be entitled to, we shall have the right in our sole and absolute discretion, at any time and without prior notice to you, to set off any liability of you to us, our affiliates, and/or our related corporations, against: (a) any liability of us to you; and/or (b) the balances in your Accounts (including your Fiat Wallet or Digital Asset Wallet), whether either liability is present or future, actual or contingent, liquidated or unliquidated, matured or unmatured, and whether or not either liability arises under this Agreement. If your liabilities to us, our affiliates, and/or our related corporations, our liabilities to you, and/or your Account balances are not denominated in the same currency, Digital Asset, asset, or other property, we shall have the right in our sole and absolute discretion to convert any of the liabilities and/or your Account balances to any other currency, Digital Asset, asset, or other property as we deem appropriate to apply such set off, which shall be converted at such rate as we deem appropriate in our sole and absolute discretion. You hereby authorise us to take such steps as may be necessary to give effect to this Clause 20.1. To avoid doubt, the right of set off is available only to us and you shall have no right of set off (whether contractual or otherwise) and any liability of you to us, our affiliates, and/or our related corporations (including any amounts due and payable by you to us) shall be paid in full without any set off, counterclaim, deduction or withholding.

- 20.2 **No Other Relationship or Advice.** Coinhako is not your broker, intermediary, agent, trustee, or advisor and has no fiduciary relationship or obligation to you in connection with any Orders, Transactions or other decisions or activities carried out by you in connection with the Services. No communication or information provided to you by Coinhako is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, legal advice, tax advice, or any other sort of advice. All trades are executed based on the parameters of your Order and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. You should consult your legal, financial or tax professional regarding your specific situation. Coinhako does not recommend that any Digital Assets should be bought, sold, or held by you. Before making any decision to transact in or hold any Digital Assets, you should conduct your own due diligence and consult your financial advisors before making any investment decision. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any decisions you make to buy, sell, or hold Digital Assets based on any communication, information or material provided by Coinhako.
- 20.3 **Compliance with Applicable Laws:** You agree to provide us with any information, documents and/or materials that we may require from you, and to perform any acts or things, including your forbearance to do any act or thing, in each case as may be required or expedient for the purposes of complying, or facilitating our compliance with Applicable Laws by us, or to avoid violation of any Applicable Laws by us.
- 20.4 **Export Controls & Sanctions.** Your use of the Services, Platform, the APIs, and/or Website may be subject to international export controls and other sanctions requirements. By utilising any Services, you agree that you will fully comply with all such requirements. You are not permitted to transact in Digital Assets or use any of the Services if: (a) we are prohibited from providing Services to you under any Applicable Laws, including if you are an Excluded Person; or (b) you intend to transact or deal with any person in breach of any Applicable Laws, including dealing with any Excluded Person.
- 20.5 **Relationship of the Parties.** You acknowledge and agree that: (a) Coinhako is not holding any fiat monies and/or Digital Assets as your trustee, and is not acting as your broker, intermediary, agent, trustee, advisor or in any fiduciary capacity, and (b) no communication or information provided to you by us shall be considered or construed as any form of advice.
- 20.6 **Privacy of Others.** If you receive information about another User through the Platform, the APIs, Website, or from utilising any Services, you must inform us immediately and delete such information and keep such information confidential. You must not disclose or distribute any of such other User's information to a third party or use the information in any manner unless we expressly consent otherwise in writing to you (which consent may be subject to such terms and conditions as we may specify in our sole and absolute discretion).
- 20.7 **Contact Information.** You are responsible for keeping all your correspondence information (including email address, residential address, and phone number) updated in your Account

profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach) from time to time.

20.8 **Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Coinhako is not responsible for determining whether any Taxes apply to your Transaction, or for collecting, reporting, or remitting any taxes arising from any Transaction. It is your responsibility to check with your local tax advisor to determine which taxes apply to you (if any), and it is your responsibility to pay such Taxes to the appropriate tax authority. All liabilities of you to us (including payment for any fees relating to the Services) are to be made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties, or other deductions. Any such deduction or withholding, if required by the laws of any country or taxation authority are your sole responsibility. If any such deduction or withholding is required to be made, you agree to increase the sum payable to Coinhako to the extent necessary to ensure that Coinhako receives the amount equal to the sum which would have been due to Coinhako had no such deduction or withholding been required. If Coinhako is required to make any tax payments or duties on your behalf, we reserve the right to deduct such payments (including any other administrative charges incurred in respect of such payments) from your Accounts.

20.9 **Unclaimed Balances.** If we are unable to contact you or your Account is inactive, suspended, and/or terminated, and there are balances in your Fiat Wallet and/or Digital Asset Wallet that we are not prohibited from transferring to you under Applicable Laws ("**Unclaimed Balances**"), you expressly acknowledge and agree that:

- (a) we may charge an inactivity or other administrative fee to you, which may be deducted from your Unclaimed Balances;
- (b) we shall have the right to convert any Unclaimed Balances into any other fiat currency and/or Digital Asset as we deem appropriate, at such time and rate as we deem appropriate in our sole discretion;
- (c) it is your sole responsibility to contact us to arrange for the transfer of Unclaimed Balances to you and you must provide us with a bank account that meets our requirements for you to receive the Unclaimed Balances. Notwithstanding that your Unclaimed Balances may be in one or more fiat currencies and/or Digital Assets, we shall have no obligation to process a return of all Unclaimed Balances in the same asset and we may require you to convert all Unclaimed Balances into a single fiat currency and/or Digital Asset before returning the Unclaimed Balances to you;
- (d) subject to Applicable Laws, if you do not contact us to arrange for the return of Unclaimed Balances to you after a period of 6 years from the date of our notice to you regarding the Unclaimed Balances (or such other period as we may notify to you in writing), you hereby forfeit all rights in and to the Unclaimed Balances and authorise the transfer of any and all legal, beneficial, equitable and other rights, title and interests in the Unclaimed Balances to us; and

- (e) we may be required or permitted by Applicable Laws to report and/or deliver any Unclaimed Balances to the relevant authorities in certain jurisdictions, in which case you will need to reach out to the relevant authorities to seek a return of your Unclaimed Balances.
- 20.10 **Entire Agreement.** This Agreement sets forth the entire understanding between you and Coinhako with respect to the Services.
- 20.11 **Clause Headings.** Clause headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
- 20.12 **Transfer.** This Agreement is personal to you and you are not permitted to novate, transfer or assign your rights, interests, liabilities and/or obligations to anyone else without our prior written consent. However, you hereby acknowledge and agree that we shall have sole and absolute discretion to novate, transfer or assign this Agreement or any of our rights, interests, liabilities and/or obligations at any time to anyone else, including in connection with any merger, acquisition, amalgamation or other corporate reorganisation involving Coinhako.
- 20.13 **Security Interests.** You undertake not to create any security interest over your fiat monies or Digital Assets held in any of your Accounts without our prior written consent.
- 20.14 **Invalidity.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other provisions in this Agreement.
- 20.15 **Enforcement of Our Rights.** Coinhako's rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or by any other agreement. Any failure or delay on the part of Coinhako to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 20.16 **Language.** This Agreement may, at Coinhako's sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy, or omission as between the English text and any translated text.
- 20.17 **Third-party rights.** Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 2001 of Singapore or otherwise) to enforce or enjoy the benefit of any term in this Agreement.
- 20.18 **Severability.** If any term or provision of this Agreement, or the application thereof to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms and provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid or unenforceable portion eliminated.

- 20.19 **Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including the clauses relating to Complaints and Dispute Resolution (Clause 12), Suspension, Termination and Cancellation (Clause 15), Indemnification and Exclusion of Liability (Clause 16), License (Clause 17), Data Protection (Clause 19), General (Clause 20), will continue to be binding and operate after the termination or expiration of this Agreement.

21. **DEFINITIONS AND INTERPRETATIONS**

- 21.1 **Definitions.** In this Agreement, unless expressly stated otherwise:

- (a) **“2FA”** means two-factor authentication.
- (b) **“Access Credentials”** means any of your credentials that is required for you to access the Services, including your email address, username, login password, 2FA digital token (and any 2FA one-time password generated), passkeys, biometric information, and API keys.
- (c) **“Account”** means any account opened and maintained with Coinhako for the purposes of procuring any Services, which will consist of a Digital Asset Wallet and a Fiat Wallet.
- (d) **“Account Identifiers”** means any unique identifiers associated with your Accounts (including your email address and/or your contact number).
- (e) **“Applicable Laws”** means any and all applicable laws, statutes and regulations, and any and all directives, notices, guidelines codes, practice notes, circulars, policy statements, rules, ordinances, orders, requests, requirements, judgements, decrees or writs (in each case whether or not having the force of law) of any governmental, regulatory or judicial body or agency having jurisdiction over any of the parties to this Agreement (including any and all Users and Coinhako) or any of the subject matters of this Agreement, including:
 - (i) the PS Act and all subsidiary legislation pertaining to the PS Act;
 - (ii) any and all directives, notices, guidelines, codes, practice notes, circulars, policy statements, rules, requests or requirements (in each case whether or not having the force of law) from time to time published or issued by MAS under the PS Act, including MAS Notices (A) PSN04 Notice on Submission of Regulatory Returns, (B) PSN07 Notice on Conduct, and (C) PSN08 Notice on Disclosures and Communications; and
 - (iii) all laws, statutes, regulations, directives, rules, directions, codes, ordinances, judgements, decrees, writs or orders enacted or issued in relation to anti-money laundering, countering the financing of terrorism and Sanctions, including: (A) the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 of Singapore; (B) the Terrorism

(Suppression of Financing) Act 2002 of Singapore; (C) the respective regulations and/or notices issued under the Monetary Authority of Singapore Act 1970 of Singapore and/or the Financial Services and Markets Act 2022 of Singapore; and (D) MAS Notices PSN01 and PSN02 Prevention of Money Laundering and Countering the Financing of Terrorism.

- (f) **"API"** has the meaning given to it in Schedule 5.
- (g) **"App"** means the user interface made available by us that is implemented in the form of a mobile software application from which the Services may be accessed.
- (h) **"Business Day"** means a day other than a Saturday, Sunday, bank holiday or public holiday in Singapore.
- (i) **"Coinhako"** has the meaning given to it in the recital above.
- (j) **"Coinhako Materials"** has the meaning given to it in Clause 16.3 above.
- (k) **"Digital Assets"** means any digital representation of any right or value that may be transferred and/or stored electronically using blockchain or distributed ledger technology.
- (l) **"Digital Asset Services"** has the meaning given to it in Clause 3.1 above.
- (m) **"Digital Asset Trading Services"** has the meaning given to it in Clause 3.1(a)(i) above.
- (n) **"Digital Asset Wallet"** has the meaning given to it in Clause 3.1(a)(ii) above.
- (o) **"Dispute"** has the meaning given to it in Clause 12.2 above.
- (p) **"Enhanced Due Diligence"** has the meaning given to it in Clause 4.3 above.
- (q) **"Erroneous Credit"** has the meaning given to it in Clause 8.2 above.
- (r) **"Erroneous Transaction"** has the meaning given to it in Clause 8.2 above.
- (s) **"Escalation Notice"** has the meaning given to it in Clause 12.4.
- (t) **"Excluded Person"** means a person that: (i) is designated as a sanctioned person under any Sanctions; (ii) is located, organised, resident, or operating in a territory that is the subject of territory-wide sanctions under any Sanctions; (iii) has engaged in any dealings or transactions with any person or industry targeted by, or located in any territory, that at the time of the dealing or transaction, is or was the subject of any Sanctions; (iv) in the possession and/or control of any sanctioned assets under any

Sanctions; and/or (v) is otherwise a party with which we are prohibited from dealing under Applicable Laws.

- (u) **"Fiat Wallet"** has the meaning given to it in Clause 3.2 above.
- (v) **"Fiat Wallet Services"** has the meaning given to it in Clause 3.2 above.
- (w) **"Indemnified Persons"** has the meaning given to it in Clause 16 above.
- (x) **"Identity Verification Information"** has the meaning given to it in Clause 4.2 above.
- (y) **"Instruction"** means any instruction, request or order given to or received by us in relation to the Services or any product, through such medium and in such form and manner as we may require, and includes any instruction, request, or order to revoke, ignore or vary any previous instruction, request or order in respect of any of the Services or any product.
- (z) **"MAS"** means the Monetary Authority of Singapore.
- (aa) **"Mediation Procedure"** means the mediation procedure rules of the SMC.
- (bb) **"Open-Source Software"** has the meaning given to it in the notices made available by Coinhako from time to time as it relates to open-source software.
- (cc) **"Order"** means an Instruction from a User to buy, sell or swap supported Digital Assets using, or in exchange for, fiat currency and/or another supported Digital Asset.
- (dd) **"Payment Account"** has the meaning given to it in Clause 7.3 above.
- (ee) **"Platform"** means any platform operated by Coinhako that provides you with access to the Services and other products and/or services, including the App and the Web Interface.
- (ff) **"PS Act"** means the Payment Services Act 2019 of Singapore.
- (gg) **"Sanctions"** means any sanctions laws and regulations imposed:
 - (i) under the laws of Singapore, including the Monetary Authority Act 1970 of Singapore, the Financial Services and Markets Act 2022 of Singapore, and the Terrorism (Suppression of Financing) Act 2002 of Singapore; and
 - (ii) under the laws of any other jurisdiction as determined by us from time to time.
- (hh) **"Security Incident"** has the meaning given to it in Clause 14.4 above.

- (ii) **"Services"** means the Digital Asset Services, Fiat Wallet Services, and any other services that Coinhako may make available from time to time.
- (jj) **"Settlement Amount"** has the meaning given to it in Clause 7.4 above.
- (kk) **"SIAC"** means the Singapore International Arbitration Centre.
- (ll) **"SIAC Rules"** means the Arbitration Rules of the SIAC.
- (mm) **"SFA"** means the Securities and Futures Act 2001 of Singapore.
- (nn) **"SMC"** means the Singapore Mediation Centre.
- (oo) **"Stablecoins"** means any Digital Asset that is designed to maintain a stable value relative to another asset (typically a unit of fiat currency or commodity) or a basket of assets.
- (pp) **"Third-Party Content"** has the meaning given to it in Clause 18.2 above.
- (qq) **"Third-Party Offerings"** has the meaning given to it in Clause 7.22 above.
- (rr) **"Third-Party Offeror"** has the meaning given to it in Clause 7.22 above.
- (ss) **"Third-Party Operator"** has the meaning given to it in Clause 16.5 above.
- (tt) **"Third-Party Sites"** has the meaning given to it in Clause 18.2 above.
- (uu) **"Trade Data"** has the meaning given to it in Clause 17.3 above.
- (vv) **"Transaction"** means any transaction related to any product and/or Service that is offered by us.
- (ww) **"Transaction Confirmation"** means a confirmation made available to you that confirms the terms and conditions of the relevant Transaction.
- (xx) **"Unclaimed Balance"** has the meaning given to it in Clause 20.9 above.
- (yy) **"U.S."** means the United States of America and a "U.S. Person" means any of the following:
 - (i) a United States citizen;
 - (ii) a United States resident; meaning (A) a green card holder, or (B) an individual physically present in the U.S. for 31 days in the current calendar year and 183 days during the three (3) year period that includes the current year and the two (2) years immediately before that, counting: (1) all the days present in the U.S.

in the current year, (2). 1/3 of the days present in the U.S. in the first year before the current year, and (3) 1/6 of the days present in the U.S. in the second year before the current year; or (C) an individual designated a resident for U.S. tax purposes; or (D) an individual with a U.S. mailing address or U.S. telephone number;

- (iii) a corporation partnership or entity organised or existing under the laws of any state territory or possession of the U.S.;
 - (iv) an estate or trust of which any executor, administrator or trustee is a U.S. Person;
 - (v) an agency or branch of a foreign entity located in the U.S.;
 - (vi) a discretionary or non-discretionary account held by a fiduciary for the benefit or account of a U.S. Person;
 - (vii) a non-U.S. partnership, corporation or entity owned or controlled by a U.S. Person (ownership of 10% or more by a U.S. Person); or
 - (viii) a partnership, corporation or entity with a U.S. mailing address or U.S. telephone number.
- (zz) "**User**" means any individual, corporation, legal person, entity or other organisation who is using the Services.
- (aaa) "**Website**" means Coinhako's website at www.coinhako.com.
- (bbb) "**Web Interface**" means the user interface made available by us that is implemented in the form of a web page, and accessible through the Website, from which the Services may be accessed.

21.2 Interpretation. In this Agreement, unless expressly specified otherwise:

- (a) any reference to a statute, statutory provision, law, by-laws, regulation, rule, decree, directive, statutory instrument, order, notice or guideline includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force;
- (b) "person" shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency, and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning;

- (c) the words “other” and “otherwise” shall not be construed as limiting the preceding words to only matters of the same general kind or class (i.e. exclusion of the ejusdem generis principle);
- (d) the words “include”, “includes”, “including” and similar expressions shall be deemed to be followed by the words “without limitation”;
- (e) section headings, clause headings and sub-headings are for convenience only and shall not affect the construction of this Agreement;
- (f) words importing the singular shall include the plural and vice versa, and words importing a specific gender shall include the other genders; and
- (g) the words "written" and "in writing" include email communications and any other means of visible reproduction.

SCHEDULE 1 COINHAKO EARN TERMS

We may make available to you a Service that gives you an opportunity for you to lend to us certain Digital Assets in return for certain rewards ("**Coinhako Earn**"), which is subject to the terms and conditions contained in this Schedule ("**Coinhako Earn Terms**" or "**Earn Service Terms**"). Pursuant to the Coinhako Earn, you may enter into a Transaction (each an "**Earn Product**") to lend to us your Digital Assets ("**Committed Assets**"). Before entering into an Earn Product, you should fully review and understand the following terms and conditions, which will be deemed to be accepted by you in accordance with the preamble to this Agreement.

1. **ADDITIONAL KEY RISK DISCLOSURES**

1.1 By entering into an Earn Product, you expressly acknowledge, understand, and agree to assume the risks set out in the Safeguarding and Risk Disclosure Statement on our Website and the additional risk disclosures set out below:

- (a) **No Early Redemption:** Unless expressly stated otherwise, the Earn Product cannot be redeemed prior to expiry and there is no secondary trading market for the Earn Product. You will need to hold each Earn Product until expiry and will not be able to access any Committed Assets loaned to us in the meantime, which will be locked up.
- (b) **Market Risk:** You are assuming the risk of any decrease in the value of the Committed Assets from the time of your participation until full settlement. In a bearish (i.e. falling) market for the Committed Assets, you may suffer substantial losses, including the risk of a total loss.
- (c) **Interest Rate Risk:** Interest rates on any Earn Product, fees and other charges may be variable and subject to change. Interest rates may decline over time, and we cannot guarantee that you will earn any rate of return on your Committed Assets unless expressly stated otherwise.
- (d) **Stablecoin Risk:** As the Earn Product may be denominated with reference to a stablecoin, you are assuming the risk of any fluctuations in the value of the stablecoin by entering into an Earn Product. There is no guarantee that the value of the stablecoin will maintain a constant value against, nor redeemed or traded at a rate that is close or equal to 1:1 with, the corresponding fiat currency. If there is any decrease in the value of the stablecoin vis-à-vis the corresponding fiat currency, you may suffer substantial losses, including the risk of a total loss.
- (e) **Credit & Default Risk:** By entering into an Earn Product, you are relying on our creditworthiness and ability to perform our obligations upon expiry, which are not secured. If we become insolvent or is unable to perform our obligations, you may suffer substantial losses, including the risk of a total loss.
- (f) **No Regulatory Safeguards:** The Earn Product is not regulated nor supervised by any regulatory authority. If you incur any losses in connection with the Earn Product, you may not have recourse to any regulatory authority. The Committed Assets transferred

to us will become our assets and will not be protected by segregation and custody requirements. Committed Assets are not insured by us or any governmental program or institution.

- (g) **Additional Risks:** Lending of Digital Assets to us in connection with the Earn Product may carry added risk compared to lending of other types of assets because transactions in Digital Assets may be irreversible. As a result, funds may not be recoverable in the event of errors or fraudulent activity.

2. **DEFINITIONS AND INTERPRETATIONS**

2.1 In these Coinhako Earn Terms, unless expressly stated otherwise:

- (a) **"Coinhako Earn"** has the meaning given to it in the preamble to this Schedule.
- (b) **"Coinhako Earn Terms"** has the meaning given to it in the preamble to this Schedule.
"Committed Assets" has the meaning given to it in the preamble to this Schedule.
- (c) **"Earn Product"** has the meaning given to it in the preamble to this Schedule.
- (d) **"Fixed Term Earn"** has the meaning given to it in Section 3.2(a) below.
- (e) **"Flexi Term Earn"** has the meaning given to it in Section 3.2(b) below.

3. **COINHAKO EARN**

3.1 **Coinhako Earn.** Coinhako Earn provides you an opportunity to lend qualified Digital Assets to us as principal and to receive certain rewards, subject to, and in accordance with the terms and conditions of this Agreement. To avoid doubt, we have no obligation to make available Coinhako Earn to anyone and your eligibility to participate in Coinhako Earn is subject to meeting such additional eligibility requirements as we may determine from time to time, including confirming your status as an accredited, institutional, or otherwise qualified investor.

3.2 **Types of Coinhako Earn.** The following types of Coinhako Earn may be made available to you:

- (a) **Fixed Term Earn.** A fixed term product that allows you to lend qualifying Digital Assets to us for a fixed period, subject to any minimum or maximum term imposed by us ("**Fixed Term Earn**"). Prior to your participation in a Fixed Term Earn, we will notify you of the term and the interest rates that will be paid by us for your confirmation.
- (b) **Flexi Term Earn.** A flexible term product that allows you to lend qualifying Digital Assets to us for a flexible period determined by you, subject to any minimum or maximum term imposed by us ("**Flexi Term Earn**"). Prior to your participation in a Flexi Term Earn, we will notify you of any minimum and/or maximum term and the prevailing interest rate that will be paid by us for your confirmation. We shall have the sole and absolute

discretion, at any time and from time to time, to modify the prevailing interest rate applicable to any Flexi Term Earn, even after you have entered into a Flexi Term Earn.

- (c) Custom Products. We may make available to you other types of Coinhako Earn from time to time, subject to such terms and conditions as we may determine in our sole and absolute discretion.

3.3 **Availability and Terms.** We shall have the right in our sole and absolute discretion to determine the types of Coinhako Earn made available to you, and any of the terms and conditions related to Coinhako Earn, including: (a) the term (e.g., whether there is a minimum and/or maximum term); (b) the applicable interest rates; (c) the interest commencement date; and (d) the qualifying Digital Assets. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any addition, removal, or changes to Coinhako Earn.

3.4 **Additional Limits.** You acknowledge and agree that we may also in our sole and absolute discretion, at any time and from time to time, impose minimum amounts and/or maximum limits on any aspects of Coinhako Earn, including any of the following aspects:

- (a) the number of Earn Products that you may enter into;
- (b) the amount or value of qualifying Digital Assets that you may lend in respect of any particular Earn Product, in relation to each type, and certain types and/or all types of qualifying Digital Assets;
- (c) the total amount or value of qualifying Digital Assets that you may lend in the aggregate across all Earn Products, in relation to each type, and certain types and/or all types of qualifying Digital Assets;
- (d) the number of types of qualifying Digital Assets that you may lend in respect of any Earn Product;
- (e) the total number of types of qualifying Digital Assets that you may lend across all Earn Products; and/or
- (f) the length of time that you may lend qualifying Digital Assets in respect of any Earn Product.

3.5 **Qualifying Digital Assets.** You acknowledge and agree that only qualifying Digital Assets as determined by us in our sole and absolute discretion are eligible to be loaned to us under Coinhako Earn. We may at any time and from time to time, add or remove any Digital Asset as a qualifying Digital Asset without prior written notice to you. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or

opportunities), damages or costs by reason of, or arising from, or as a consequence of, any addition, removal, or changes to the list of qualifying Digital Assets which are eligible to be loaned to us under Coinhako Earn.

4. ENTERING INTO AN EARN PRODUCT

4.1 Entering into an Earn Product.

- (a) To enter into in an Earn Product, you may request that we provide indicative terms and conditions for the relevant Earn Product that you are interested in. We may (but are not obliged to) provide indicative terms to you. The indicative terms may be amended or withdrawn by us at any time and without any prior notice to you. You must also ensure that you have enough Digital Assets in your Account to be loaned to us as Committed Assets under the indicative terms.
- (b) When you receive the indicative terms provided by us, you may submit an Instruction to us confirming your intention to enter into an Earn Product based on such indicative terms, which shall be irrevocable once it is transmitted by you. By transmitting your Instruction to us, you acknowledge and agree that you are specifically authorising and instructing us to effect the transfer of all ownership, rights, title, and interests in the Committed Assets from you to us, and you will no longer have any rights to use the Committed Assets for any other purposes (such as for other Orders or withdrawals). We will immediately deduct the Committed Assets from your Digital Asset Wallet balance.
- (c) Upon our receipt of your Instruction to enter into an Earn Product on the indicative terms, we may in our sole and absolute discretion accept or reject your Instruction. If there are insufficient Digital Assets in your Account to pay for the Committed Assets, we may reject your Instruction.
- (d) If we accept your Instruction to enter into the Earn Product, a final and binding Transaction will be entered into, and the terms and conditions thereof will be provided to you in a Transaction Confirmation.

4.2 Committed Assets. Upon your entry into an Earn Product, you will not have access to the Committed Assets until expiry of the Earn Product. To avoid doubt, we shall have the right to utilise the Committed Asset which you have loaned to us under any Earn Product for any purpose that it deems fit in our sole and absolute discretion.

4.3 Relationship of the Parties. You acknowledge and agree that your relationship with us in respect of any Earn Product is solely a contractual claim against us to perform our obligations upon expiry of the Earn Product, including the transfer of an amount equal to the Committed Assets to you and any interest which we have agreed to under the Earn Product. We are not holding any assets as your trustee, and is not acting as your broker, intermediary, agent, trustee, advisor or in any fiduciary capacity.

5. **INTEREST**

- 5.1 **Accrual of Interest.** Interest shall accrue on the Committed Assets from the relevant interest commencement date specified in the Transaction Confirmation for any Earn Product. The applicable interest rate or formula is determined by us in our sole and absolute discretion and will be notified to you prior to your entry into the relevant Earn Product. Unless expressly stated otherwise, interest shall not accrue on the accrued interest amount (i.e. no compounding).
- 5.2 **Accrued Interest Asset.** Unless otherwise specified by us, all interest payable under an Earn Product shall be denominated in the same type of Digital Asset as the Committed Assets.
- 5.3 **Modifications to Flexi Term Earn.** We reserve the right to make modifications to the prevailing interest rate or formula applicable to any Flexi Term Earn at any time and from time to time. Any such modification of interest rate or formula may be notified to you. It is your responsibility to check for the prevailing interest rate or formula applicable to any Flexi Term Earn. You acknowledge and agree that any such modification of interest rate or formula could result in a higher or lower rate of return on your Committed Assets, and your continued participation in the relevant Flexi Term Earn acts as acceptance of the modified interest rate or formula.
- 5.4 **Interest Payment.** We will use reasonable endeavours to pay to you any accrued amounts due and payable to you in connection with any Earn Product on or after the relevant payout date specified in the Transaction Confirmation. If no such date is specified in the Transaction Confirmation, the payout date will generally be at least 1 Business Day after the expiry of the relevant Earn Product or otherwise specified to you.

6. **TERM AND TERMINATION OF EARN PRODUCT**

6.1 **Term and Termination.**

- (a) **Fixed Term Earn.** For any Fixed Term Earn, your participation will automatically terminate at the end of the relevant term specified in the Transaction Confirmation. Unless expressly stated otherwise, you shall not have a right to terminate any Fixed Term Earn prior to expiry. You may submit a request for early termination of any Fixed Term Earn, which shall be reviewed by us on a case-by-case basis and subject to such additional terms and conditions as may be imposed by us. If we accede to your request for early termination, you may not be entitled to receive any interest amount accrued, which may be forfeited.
- (b) **Flexi Term Earn.** For any Flexi Term Earn, if there is a maximum term specified in the Transaction Confirmation, your participation in such programme will automatically terminate at the end of such maximum term, unless otherwise earlier terminated. You may request for early termination of any Flexi Term Earn (subject to any minimum term requirement), which will be processed by us and upon the completion of processing your request, the Flexi Term Earn will be terminated.

- 6.2 **Termination by Us.** Notwithstanding and without prejudice to any term of this Agreement, we shall have the right in our sole and absolute discretion, and at any time and without prior notice to you, to terminate, suspend and/or cancel any Earn Product for any reason or for no reason whatsoever. In the event of early termination of any Earn Product, you may not be entitled to receive any interest amount accrued up to the point of termination, which may be forfeited in our sole and absolute discretion. To avoid doubt, you will also not be entitled to any interest amount accruing on or after such termination. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such termination, suspension and/or cancellation of any Earn Product.
- 6.3 **Consequences of Termination.** Upon termination of an Earn Product, subject to any requirements, restrictions or prohibitions under any Applicable Laws, we will use reasonable endeavours to perform our obligations to you upon termination of the Earn Product (including to transfer to you the Committed Assets and, if applicable, any accrued interest). The payout date will generally be around the end of the first Business Day after such termination. In the event of any early termination of any Earn Product, the payout date will generally be at least 1 Business Day after such termination or otherwise specified to you.
- 6.4 **Fees for Termination.** We reserve the right to charge you a fee for the termination of any Earn Product requested by you and/or in connection with your breach of this Agreement.

7. **FEES AND CHARGES**

- 7.1 You agree to pay us any prevailing fees charged by us from time to time in connection with your entry into any Earn Product. You also acknowledge and agree that we shall have sole and absolute discretion, at any time and from time to time, to impose new fees or adjust any existing fees applicable to your entry into any Earn Product.

8. **COMPLIANCE WITH TAX REQUIREMENTS AND APPLICABLE LAWS**

8.1 **Tax Matters.**

- (a) You are responsible for determining any taxes you may owe related to your entry into any Earn Product. You are also responsible for collecting, reporting and remitting the correct amounts to the appropriate tax authority. You should consult a tax advisor if you have questions about the tax implications of any Earn Product.
- (b) By entering into any Earn Product, you represent and warrant that you have made your own determination as to (and you acknowledge that we are making no representation or warranty as to) the tax and accounting implications of the Earn Product on you, including any interest received under the Earn Product.
- (c) If you are required by Applicable Laws to at any time deduct or withhold any tax or other amount from any sum due and payable by you to us in connection with any Earn

Product, you shall pay such additional amount as is necessary to ensure that we receive and retain (free from any liability other than tax on our own overall net income) a net sum equal to what it would have received and so retained had no such deduction or withholding been required or made by you.

- (d) If we are required by Applicable Laws to at any time deduct or withhold any tax or other amount from any sum due and payable by us to you in connection with any Earn Product (including any deductions and withholding tax related to the Committed Assets and/or accrued interest on the Committed Assets), we shall be entitled to reduce the amounts due and payable to you by such amount as we are required to deduct or withhold.

9. INDEMNITY

- 9.1 In addition to your other indemnification obligations under this Agreement, you agree to indemnify and hold harmless all of the Indemnified Persons from and against any and all claims, actions, proceedings, investigations, demands, actions, suits, costs, charges, expenses, damages (including attorneys' fees, fines or penalties imposed by any regulatory authority), losses and liabilities which the Indemnified Persons may incur, suffer or which may be made against them as a result of, in relation to, and/or arising out of (a) your use of Coinhako Earn and/or any Earn Product, (b) your breach of representation, warranty, agreement or undertaking by you under these Coinhako Earn Terms or the Agreement; (c) our enforcement of these Coinhako Earn Terms or this Agreement in connection with your any Earn Product, (d) your violation of any Applicable Laws related to any Earn Product, (e) any act, omission, negligence, breach, offence or default committed or attributable to you in connection with any Earn Product, and/or (f) any sum or obligation expressed to be payable or liable to be performed under these Coinhako Earn Terms or this Agreement not being paid or performed by you by the time, on the date and otherwise in the manner specified in these Coinhako Earn Terms or this Agreement.

SCHEDULE 2 ADDITIONAL ORDER TYPE TERMS

We may make available to you certain additional Order types on the Platform, the APIs, and/or the Services ("**Additional Order Types**"), which are subject to the terms and conditions contained in this Schedule ("**Additional Order Type Terms**"). Before placing any Additional Order Types, you should fully review and understand the following terms and conditions, which will be deemed to be accepted by you in accordance with the preamble to this Agreement.

1. **RECURRING BUY ORDERS**

1.1 A "**Recurring Buy**" is an Order, which will be placed at a selected frequency, to purchase a supported Digital Asset with a specified amount of fiat currency. A Recurring Buy does not guarantee that the Digital Assets will be purchased at a specific price.

1.2 **Set Up.** You may set up a Recurring Buy arrangement ("**Recurring Buy Arrangement**") for a supported Digital Asset on the Website, Platform and/or the APIs by selecting: (a) the date of commencement of the first Recurring Buy; (b) the frequency and dates for Recurring Buys to be placed; and (c) the amount of fiat currency to be spent (including any applicable fees) for each Recurring Buy ("**Recurring Buy Amount**"). You may also be required to provide such other information as Coinhako may require to set up a new Recurring Buy Arrangement. The options made available to you in relation to the frequency and dates for any Recurring Buy Arrangement will be determined by us in our sole and absolute discretion.

1.3 **Active Recurring Buy Arrangements.**

- (a) For Recurring Buy Arrangements that are not suspended or cancelled, Recurring Buys will be automatically placed on subsequent dates (each a "**Recurring Buy Date**") based on your selected frequency, which shall be irrevocable upon the successful transmission of such Recurring Buy to Coinhako.
- (b) Upon Coinhako's receipt of your Recurring Buy, Coinhako may in its sole and absolute discretion accept or reject your Recurring Buy, at such time as may be determined by Coinhako on the Recurring Buy Date. If there are insufficient funds in your Fiat Wallet balance to pay for the Recurring Buy Amount, Coinhako may reject your Order. Notwithstanding, Recurring Buys will continue to be placed on subsequent Recurring Buy Dates, although such Recurring Buys will continue to be rejected until such time as your Fiat Wallet balance is sufficient to cover the Recurring Buy Amount.
- (c) If Coinhako accepts your Recurring Buy, a final and binding Transaction will be entered into between you and Coinhako and the terms of such Transaction shall be contained in a Transaction Confirmation made available to you. The time of execution of your Recurring Buy will be indicated in the Transaction Confirmation.

1.4 **Suspension or Termination.** Outside of certain restricted periods, you may suspend or terminate any Recurring Buy Arrangement on the Website or App.

- (a) If you suspend a Recurring Buy Arrangement, no Recurring Buys in connection with such Recurring Buy Arrangement will be placed on subsequent Recurring Buy Dates after such suspension is confirmed by us, unless you resume the Recurring Buy Arrangement.
- (b) If you terminate a Recurring Buy Arrangement, no Recurring Buys will be placed in connection with such Recurring Buy Arrangement after such termination is confirmed by us.
- (c) There will be a restricted period on each day whereby Recurring Buy Arrangements cannot be suspended or terminated by you, and you may only suspend or terminate any Recurring Buy Arrangement outside of such restricted period. We may amend the restricted period at any time in our sole and absolute discretion without any notice to you.
- (d) Recurring Buy Arrangements and Recurring Buys may also be suspended or terminated by Coinhako in its sole and absolute discretion at any time without providing any prior notice to you.

1.5 **No Guarantees as to Execution and Pricing.** You acknowledge and agree that there is no assurance or guarantee that any Recurring Buy and/or Transaction will be filled, executed, completed and/or settled. Further, as a Recurring Buy is an order to purchase the Digital Asset at the prevailing market price as determined by Coinhako, you acknowledge and agree that the prevailing market price may fluctuate significantly due to many factors, including the size of your Recurring Buy, and there is no assurance or guarantee as to the final execution price nor amount of Digital Assets purchased under any Recurring Buy Transaction. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such failure to fill, execute, complete and/or settle any Recurring Buy and/or Transaction.

1.6 **Transaction Fees.** Each Recurring Buy may be subject to a Transaction fee, which will be displayed to you prior to your set up of a Recurring Buy Arrangement. We may adjust our Transaction fees at any time without prior notice to you. A full list of Coinhako's fees may be found on the Coinhako Website.

2. **LIMIT ORDERS**

2.1 A "**Limit Order**" is an Order to purchase, sell, or swap a specified quantity of a supported Digital Asset at a specified price.

2.2 **Set Up.** You may place Limit Orders as:

- (a) "*Good Till Cancelled*": The Limit Order remains active until it is fully filled or cancelled.

- (b) **“Good Till Date/Time”:** The Limit Order remains active until the specified time, unless it is fully filled or cancelled (up to a maximum of 60 days).

- 2.3 **Full Upfront Payment of Settlement Amount.** To place a Limit Order, you must ensure that you have enough funds or Digital Assets in your Account to fully pay for the Settlement Amount if the Limit Order is accepted by us. By placing a Limit Order, you acknowledge and agree that you are specifically authorising and instructing us to effect the transfer of all ownership, rights, title, and interests in the Settlement Amount from you to us as full upfront payment for the Limit Order, and you will no longer have any rights to use the Settlement Amount for any other purposes (such as other Orders or withdrawals). The Settlement Amount will be returned to you only if the Limit Order is, before it is fully filled, cancelled, expired, or rejected by Coinhako.
- 2.4 **Execution of Limit Orders.** Upon Coinhako’s receipt of your Limit Order, Coinhako may at any time and in its sole and absolute discretion fully fill or reject your Limit Order while the Limit Order remains valid. If Coinhako accepts your Limit Order, a final and binding Transaction will be entered into between you and Coinhako, and the terms of such Transaction shall be contained in Transaction Confirmation that is made available to you.
- 2.5 **No Partial Fills.** Limit Orders may only be fully filled by Coinhako and there will be no partial fill of any Limit Order.
- 2.6 **Other Restrictions.** Coinhako may impose restrictions on your ability to place Limit Orders and/or other parameters related to the Limit Orders, including the maximum number of Limit Orders that may be placed by you at any time.
- 2.7 **No Guarantees as to Execution.** You acknowledge and agree that there is no guarantee that a Limit Order will be filled, executed, completed and/or settled. Coinhako has the sole and absolute discretion to determine whether or not to fully fill any Limit Order you place, based on the prices that are determined by Coinhako. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any such failure to fill, execute, complete and/or settle any Limit Order and/or Transaction.
- 2.8 **Transaction Fees.** Each Limit Order may be subject to a Transaction fee, which will be displayed to you prior to your placing of a Limit Order. We may adjust our Transaction fees at any time without prior notice to you. A full list of Coinhako's fees may be found on the Coinhako Website.

SCHEDULE 3 ADDITIONAL SERVICES TERMS

We may make available to you certain additional Services set out herein ("**Additional Services**"), which are subject to the terms and conditions contained in this Schedule ("**Additional Services Terms**"). Before using any of the Additional Services, you should fully review and understand the following terms and conditions, which will be deemed to be accepted by you in accordance with the preamble to this Agreement.

1. **DESIGNATED CHANNEL**

1.1 **Application of this Section.** This Section 1 applies to and governs the use of a Designated Channel for you to communicate with us.

1.2 **Availability of Designated Channel.** We may, in our sole and absolute discretion, allow you to communicate with us (including the transmission of Instructions, including Orders, to us) via a channel such as a chat group that is designated by us for such purposes ("**Designated Channel**"). You shall use an account that is associated with your Account Identifiers in communicating with us via the Designated Channel. You acknowledge and agree that we may in our sole and absolute discretion:

- (a) not accept certain communications from you via the Designated Channel and may from time to time require you to submit certain communications via such other means as we deem appropriate;
- (b) require certain communications to be transmitted via only the Designated Channel and any communications made via other means may not be acted upon by us, unless we determine otherwise in our sole discretion;
- (c) remove you from any Designated Channel at any time and for any reason whatsoever without prior notice to you; and
- (d) take such other measures as we deem appropriate in connection with any Designated Channel.

1.3 **Access to and Use of Designated Channel.** You must ensure that your Designated Channel will not be accessed and/or used by any other person, unless prior written approval is first obtained from us. We may in our sole and absolute discretion approve in writing to your Designated Channel being accessed and/or used by an authorised representative. Notwithstanding, you acknowledge and agree that your authorisation of a third party to take specific actions on your behalf via any Designated Channel shall not relieve you of any of your responsibilities and liabilities under this Agreement. You shall be fully responsible and liable for all acts or omissions of any person with access to your Designated Channel (whether or not authorised by you). Any act or omission of such person and/or any act or omission referable to you and/or your Account Identifiers via the Designated Channel shall be deemed an act or omission that is duly authorised by you. You further acknowledge and agree that we shall not be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs

by reason of, or arising from, or as a consequence of the Designated Channel being used by any person (whether or not authorised by you).

- 1.4 **Transmission of Orders.** You may transmit any Order to us via the Designated Channel, which shall be accepted by us only if we expressly communicate such acceptance to you (including by way of Transaction Confirmation issued to you).
- 1.5 **Presumption of Authenticity.** You acknowledge and agree that you are fully responsible for all communications that are, or purported to be, transmitted by you or your authorised representatives via the Designated Channel. Any communication sent via your Designated Channel shall be deemed to be authorised by and is binding on you. We shall be entitled to assume that all such communications are accurate, complete, true, and updated. We are not obliged to verify the identity or authority of any persons communicating to us via the Designated Channel. We may (but shall not be obliged to) accept and place full reliance on any such communications and we are not required to give any notice or reason for acting or not acting on any communication given by you. If there is any ambiguity, inconsistency, or conflict in the communications (including inconsistent, overlapping or unclear communications) given through your Designated Channel, we may choose not to act upon them unless and until the ambiguity or conflict has been resolved to our satisfaction.
- 1.6 **Unauthorised Activity.** If you notice any unauthorised or suspicious activity in connection with your Designated Channel, you must notify us immediately, and provide us any other information and documents as we may require (including copies of any police report made). Any unauthorised communications made or purported to have been made by you via the Designated Channel will constitute a breach of this Agreement, and Coinhako shall have the right in such event, without prejudice to any of its rights or remedies under Applicable Laws, to terminate, suspend or restrict your access to your Designated Channel, terminate the provision of all or part of the Services to you, as well as take any other action as Coinhako deems fit. You agree and acknowledge that it is your sole responsibility to monitor for unauthorised or suspicious activity.
- 1.7 **Security of Designated Channel.**
 - (a) To the extent that you access the Designated Channel via your telephone number or an account that is registered with a third-party service (e.g., WhatsApp or Telegram), you represent, warrant, and undertake at all times to ensure that appropriate security measures are implemented to secure such telephone number or account, and any device that may be used to access such telephone number or account, from unauthorised access or use (including enabling multi-factor authentication where appropriate). You are solely responsible for the safeguarding of any username, password, security information, authentication method, contact information or other account used to access any Designated Channel from unauthorised access and/or use.
 - (b) Any breach of security, loss, theft or unauthorised use of your username, password or security information, authentication method, contact information, or other account that may be used to access any Designated Channel must be notified to us immediately.

We reserve the right (but shall not be obliged to) to terminate, suspend or restrict your access to, or remove you from, your Designated Channel, if we believe that the person communicating to us via the Designated Channel is not you or authorised by you, or if we suspect that the Designated Channel has been or may be used for any illegal, fraudulent, or unauthorised purposes.

- 1.8 **Disclaimers and Exclusion of Our Liability.** You acknowledge and agree that the Designated Channel may be provided or otherwise reliant on the services of a third party (e.g., WhatsApp or Telegram), and are not operated by us. Such third-party services are subject to additional risks that are not within our control. You may also be required to have appropriate access to telecommunications or data services to communicate via your Designated Channel, which is your sole responsibility. By communicating via your Designated Channel, you are deemed to have acknowledged and agreed that it may not be provided by us but a third-party, and shall be available on only an "as is" and "as available" basis and we expressly disclaims any and all other warranties of any kind, whether express, statutory or implied, oral or in writing, including warranties of merchantability, adequacy, accessibility, fitness for a particular purpose, title or non-infringement of third party rights, availability, continuous, uninterrupted or secure access, or warranties arising from course of performance, course of dealing or usage in trade. It is also your sole responsibility to review the safeguards made available by such third parties to prevent unauthorised access to your account used to communicate with us via the Designated Channel, and you fully assume the risks of any such unauthorised access. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of: (a) any unavailability, unreliability, or delay or failure in the transmission or receipt of any communication via the Designated Channel; (b) termination, suspension or restriction of access to a Designated Channel; (c) any act or omission by us in connection with any communication made via your Designated Channel; or (d) any reliance by us on any communication made via your Designated Channel.
- 1.9 **Account Communication.** To ensure that you receive all our communications via the Designated Channel, you agree to keep your information relating to your accounts used to access the Designated Channel updated and immediately notify us if there are any changes. Successful transmission of any communication by us via your Designated Channel shall be considered valid and binding on you for all purposes, regardless of whether there is any evidence such communication was accessed or read by you. Any electronic communication shall be considered to be received by you immediately upon our successful transmission of a message on your Designated Channel.
- 1.10 **Records of Instructions.** Your communications via the Designated Channel shall not be considered to be received by us unless and until it has been received and acknowledged by us. Additionally, our records of all communications via the Designated Channel shall be conclusive and binding on you for all purposes. You agree not to delete such communications without our prior written consent.

- 1.11 **No Relationship or Advice.** Coinhako is not your broker, intermediary, agent, trustee or advisor and has no fiduciary relationship or obligation to you in connection with any Instruction (including Orders) or Transactions, or other decisions or activities carried out by you in connection with the Services. No communication or information provided to you by Coinhako is intended as, or shall be considered or construed as, investment advice, financial advice, tax advice, legal advice, trading advice, or any other sort of advice. You shall not rely on any communication (written or oral) from us as investment advice or recommendation to enter into any trade or transaction. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any decisions you make to buy, sell, or hold Digital Assets based on the information provided by Coinhako.
- 1.12 **Indemnity.** You agree to indemnify and hold harmless the Indemnified Persons from and against any and all claims, actions, proceedings, investigations, demands, actions, suits, costs, charges, expenses, damages (including attorneys' fees, fines or penalties imposed by any regulatory authority), losses and liabilities which the Indemnified Persons may incur, suffer or which may be made against them as a result of, in relation to, and/or arising out of: (a) any breach of these Additional Services Terms; (b) any termination, suspension or restriction of access to a Designated Channel; (c) any act or omission by us in connection with any communication made via your Designated Channel; or (d) any reliance by us on any communication made via your Designated Channel.

2. OTC TRADING PLATFORM

- 2.1 **Application of this Section.** This Section 2 applies to and governs the use of the OTC Trading Platform to access certain Services.
- 2.2 **Definitions and Interpretation.** In this section, unless expressly stated otherwise:
- (a) **"OTC Trading Platform"** has the meaning given to it in Section 2.1 below.
 - (b) **"OTC Trading Platform Account"** has the meaning given to it in Section 2.4 below.
- 2.3 **OTC Trading Platform.** If you are an eligible user, we may provide you with access to an additional electronic trading Platform (the **"OTC Trading Platform"**) for the placing of Orders. To avoid doubt, the OTC Trading Platform shall be a "Platform" for the purposes of the Agreement. Your access to and use of the OTC Trading Platform shall be subject to the additional terms and conditions in this Section.
- 2.4 **OTC Trading Platform Account.** We may require you to create a separate Account (with a separate Digital Asset Wallet and Fiat Wallet) for the sole purpose of accessing and/or using the OTC Trading Platform (**"OTC Trading Platform Account"**). The OTC Trading Platform Account may be used to access only the Digital Asset Trading Services made available via the OTC Trading Platform, and any other Services (including Fiat Wallet Services and Digital Asset Services) shall be accessible only via your main Account. You may top up or withdraw your OTC Trading Platform Account balances only from or to your main Account.

2.5 **Supported Order Types.** The OTC Trading Platform may support such additional Order types as we may notify to you from time to time in writing, which may differ from the Order types that are supported on other Platforms. You shall ensure that you are fully aware of the functionality and terms and conditions relating to the specific Order types that may be placed via the OTC Trading Platform before you place any such Orders. To the maximum extent permitted by Applicable Laws, in no event shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any loss of business, profits or opportunities, or any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including damages for loss of data, information, revenue, profits or other business or financial benefit), whether arising out of or in connection with your use of any additional Order types that are supported on the OTC Trading Platform.

SCHEDULE 4 SAFEGUARDING TERMS

In accordance with applicable regulations and guidelines prescribed by MAS, the following terms and conditions in these Safeguarding Terms shall apply to Relevant Money and Customers' Assets. You should also refer to the Safeguarding and Risk Disclosure Statement, which contains additional disclosures relating to the safeguarding arrangements and risks associated with such arrangements.

Please carefully read and understand the Safeguarding and Risk Disclosure Statement before using our Services and/or sending any fiat currency or Digital Assets to your Fiat Wallet or Digital Asset Wallet. By using our Services and/or sending any fiat currency or Digital Assets to your Fiat Wallet or Digital Asset Wallet, you are deemed to have fully read, understood, and accepted the Safeguarding and Risk Disclosure Statement.

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In these Safeguarding Terms, unless expressly stated otherwise:

- (a) **"Customers' Asset"** means any Digital Asset in your Digital Asset Wallet that are received by us from, or on account of, you, that we continue to hold at the end of each Business Day.
- (b) **"Relevant Money"** means any fiat currency in your Fiat Wallet that is received by us from, or on account of, you in respect of any Digital Asset Services, that we continue to hold at the end of each Business Day, but does not include any of the following: (i) any money paid to us to reduce the amount owed to us by you; (ii) any money that is repaid by us to you; (iii) any money which is paid to us, or which we have informed you will be used, to defray any fee or charge imposed by us for providing any Digital Asset Service to you; (iv) any money paid to any other person that is entitled to the money.
- (c) **"Safeguarding Institution"** means any bank or other financial institution that is appointed by Coinhako to safeguard Relevant Money in accordance with Applicable Laws.
- (d) **"Safeguarding Person"** means Coinhako and/or such other person that is appointed by Coinhako to safeguard Customers' Assets in accordance with Applicable Laws, as the case may be.
- (e) **"Trust Account"** means a trust account maintained by us with: (i) a Safeguarding Institution to hold Relevant Money; or (ii) a Safeguarding Person to hold Customers' Assets, as the case may be.

2. RIGHTS IN RELEVANT MONEY AND CUSTOMERS' ASSETS

2.1 **Interest Accruing on Relevant Money.** Any interest earned from the maintenance of Relevant Money in any Trust Account shall accrue to Coinhako and not to you.

- 2.2 **Entitlements to Distributions.** Any entitlement to receive any distribution made to holders of Customers' Assets and ownership of any distributed asset (including distributions that are commonly referred to as "airdrops" or distributions made in connection with a "hard fork"), shall accrue to Coinhako and not to you. You hereby provide your specific authorisation to us to take such steps as we deem necessary or expedient in our sole discretion in connection with any Customers' Assets to claim and receive such distributions. To avoid doubt, we shall have no obligation to you or to any person to claim and receive such distributions.
- 2.3 **Other Rights and Powers.** We shall have no obligation to you or to any person to exercise any right or power arising in connection with ownership, possession, or control of Customers' Assets on your behalf (including any right to vote, govern, control or otherwise influence the development or operation of any blockchain protocol or application). To the extent that you wish to exercise such right or power, and if withdrawals are supported, you may consider sending your Customers' Assets to your own blockchain address to exercise such right and power. Notwithstanding the foregoing, so long as your Customers' Assets are held by us on your behalf, you specifically authorise us to exercise any such right or power at our sole discretion.

3. ADDITIONAL TERMS AND CONDITIONS

- 3.1 **Right of Set Off.** You should be aware that we may exercise our right of set off against the Relevant Money and/or Customers' Assets held on your behalf in accordance with Clause 20.1 of this Agreement.
- 3.2 **Provision of Information.** We may provide notice to you regarding these Safeguarding Terms in accordance with Clause 11 of this Agreement, including any amendments to these Safeguarding Terms.
- 3.3 **Fees for Safeguarding.** We reserve the right to impose and/or modify any fees or costs associated with the safeguarding of Relevant Money and/or Customers' Assets, as may be found on Coinhako's Website or otherwise notified to you. Coinhako shall have sole and absolute discretion to adjust from time to time such fees chargeable to you, which shall be binding on you if you continue to maintain your Account or use the Services on or after the effective date of fee adjustment. You agree to pay Coinhako any and all prevailing fees charged by Coinhako from time to time in connection with the provision or use of the Services.

LIABILITY AND DISPUTES

4.1 Additional Exclusions.

- (a) The Indemnified Persons shall not be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs incurred by you in connection with any insolvency and/or default by any Safeguarding Institution or Safeguarding Person, except that the foregoing shall not exclude any liability in respect of any losses that are caused directly by fraud or negligence by the Indemnified Persons.

- (b) Further, you acknowledge and agree that the Safeguarding Institution and/or Safeguarding Person will not be liable to compensate you where the Relevant Money and/or Customers' Assets held in the Trust Accounts are insufficient to satisfy all of your claims against us.

4.2 **Dispute Resolution Process.** If you suffer a loss in connection with Customers' Assets held by us on your behalf due to any fraud or negligence by us, you may initiate the dispute resolution process in Clause 12 of this Agreement to seek recourse against us and your claim will be reviewed on a case-by-case basis.

SCHEDULE 5 COINHAKO API TERMS

We may make available to you certain APIs to access or use some of our Services. Your use of the APIs is subject to the terms and conditions of this Schedule ("**API Terms**"). Before using any of our APIs, you should fully review and understand the following terms and conditions, which will be deemed to be accepted by you in accordance with the preamble to this Agreement.

Access to the APIs is not available to all Users. We have the right to determine the eligibility criteria for any User who wishes to use the APIs and the right to terminate any User's access to the APIs at any time and for any reason in our sole discretion, without any liability to anyone whatsoever.

1. **GENERAL API TERMS**

1.1 **Transmission of Instructions.** You may be able to use the APIs to transmit to us the following Instructions related to the Services:

- (a) transmitting supported Orders to purchase, sell, or swap Digital Assets; or
- (b) transmitting supported Instructions to send Digital Assets from your Digital Asset Wallet to supported blockchain addresses.

1.2 **Features of the APIs.** You acknowledge and agree that the Services that you may access by using the APIs may not be the same as that through other means. For example, certain features may only be made available via the Platform and *vice versa*. It is your responsibility to ensure that you are aware of the capabilities and limitations of the APIs before relying on it. If you are not clear regarding the functionalities of the APIs, you must reach out to us for clarification. Otherwise, you will be deemed to have fully understood the capabilities and limitations of the APIs. Specifically, you acknowledge and agree that any Instructions received through the APIs shall be deemed to be authorised and binding on you.

1.3 **Restrictions of Use.** You acknowledge the following restrictions regarding your use of the APIs and you agree that you shall not:

- (a) sub-licence, publish, make available, sell or otherwise distribute any APIs to any third party without our prior written consent;
- (b) develop a substantially similar or competing version of any of our APIs;
- (c) introduce any destructive element or malware (including any virus, worm or Trojan horse) into our Platform, our systems or networks or any systems or networks connected to the Services through any APIs;
- (d) interfere with, modify or disable any of the features, functionality or security controls of the APIs or the Services;

- (e) decompile or reverse engineer any source code from any APIs or any related software;
- (f) use the APIs for any purpose other than your own internal business purposes; or
- (g) use the APIs in any manner or for any purpose: (i) not expressly authorised pursuant to this Agreement or (ii) that is determined by us in our sole discretion to be undesirable or detrimental to us.

1.4 **Integration.** You must comply with all our documentation and directions related to the use of the APIs, including any requirements related to the whitelisting of the means of authentication related to your use of the APIs (including your Access Credentials).

1.5 **Changes.** We may, at our sole discretion, modify the APIs and/or any accompanying API documentation at any time without prior notice to you.

2. **PRESUMPTION OF AUTHENTICITY OF YOUR INSTRUCTIONS AND SECURITY MEASURES**

2.1 **Authenticity of Instructions.** You acknowledge and agree that you are fully responsible and liable for any Instructions that we receive from you through the APIs, which shall be deemed to be authorised by and binding on you. Without prejudice to the generality of the foregoing, we may deem any Instruction that is linked to your Access Credentials as being transmitted and fully authorised by you. We shall be entitled to assume that all Instructions received are accurate, complete, true, and updated. We are not obliged to verify the identity or authority of any persons transmitting the Instructions to us via the APIs. We may (but are not obliged to) accept and place full reliance on any such Instructions and we are not required to give any notice or reason for acting or not acting on any Instruction given by you through the APIs. If there is any ambiguity, inconsistency, or conflict in the Instructions (including inconsistent, overlapping or unclear Instructions) given through the APIs, we may choose not to act upon them unless and until the ambiguity or conflict has been resolved to our satisfaction.

2.2 **Security of Access to or Use of the APIs.**

(a) **Your Acknowledgment of Risks.** You acknowledge and agree that use of the APIs is subject to technological risks, including the risk of unauthorised access to and/or use of the APIs to transmit Instructions related to your Account and the Services, which are fully assumed by you. You acknowledge and agree that any breach of security, loss, theft or unauthorised use of your Access Credentials may allow unauthorised persons to transmit Instructions to us related to your Account.

(b) **Your Obligation to Prevent Unauthorised Access.**

- (i) It is your sole responsibility to prevent the unauthorised access to and/or use of: (A) the APIs (including the use of the APIs to transmit any unauthorised

Instruction); (B) any of your API Clients; and (C) any means of authentication related to your use of the APIs (including your Access Credentials).

- (ii) You represent, warrant, and undertake at all times to ensure that there is no unauthorised access to and/or use of: (A) the APIs (including the use of the APIs to transmit any unauthorised Instruction); (B) any of your API Clients; and (C) any means of authentication related to your use of the APIs (including your Access Credentials). You must secure any devices and/or systems that may be used to access the APIs from unauthorised use and/or access, including using multi-factor authentication. If you are assigned any security code or mechanism for purposes of accessing and/or using any of the APIs, you will use those credentials when accessing and/or using the applicable APIs and keep them confidential.
- (c) Your Obligation to Notify Us. You must inform us immediately if you become aware of any actual or potential unauthorised access to and/or use of (A) the APIs (including the use of the APIs to transmit any unauthorised Instruction); (B) any of your API Clients; and (C) any means of authentication related to your use of the APIs (including your Access Credentials). We reserve the right (but shall not be obliged to) to terminate, suspend or restrict your access to the APIs, if we believe that the Instructions transmitted via the APIs is not authorised by you.

3. THIRD PARTY API CLIENTS

3.1 **Your Reliance on Third Parties.** If you rely on a third party for any service (including any API Client provided by a third party) to use the APIs ("**Third Party API Services**"), you acknowledge and agree that:

- (a) we have no control over, we do not endorse, and we assume no responsibility for the Third Party API Services and any third party service providers, including the platforms, privacy policies, or practices of such third party service providers;
- (b) your access to the APIs may be delayed, interrupted, suspended for any reason whatsoever due to the third party service provider or disruptions to the Third Party API Services, and you may subsequently not have full access to the API through no fault of us;
- (c) third party service providers usually have their own terms and conditions, including privacy policies, over which we have no control, and which will govern your rights and obligations with respect to the access and/or use of those web sites, platforms and any resources contained therein. We strongly advise you to read all such terms and conditions, including privacy policies, of any third party service providers that you utilise; and

- (d) there may be additional security risks related to the use of any Third Party API Services, including the risks of unauthorised access to and/or use of the Third Party API Services that may directly or indirectly contribute to unauthorised access to and/or use of the (A) the APIs (including the use of the APIs to transmit any unauthorised Instruction); (B) any of your API Clients; and (C) any means of authentication related to your use of the APIs (including your Access Credentials). Notwithstanding your use of any Third Party API Services, you remain fully responsible and liable for the matters stated in Paragraph 2 of these API Terms.

4. INTELLECTUAL PROPERTY

- 4.1 **Limited Grant of Licence.** All intellectual property rights in the APIs and any variations to the APIs shall remain vested and belong to us and/or our licensors. We grant to you a non-transferable, non-exclusive and revocable licence to access and use the APIs during the term of this Agreement, without any sub-licensing rights, only to the extent necessary for you to access and use the APIs.
- 4.2 **Proprietary Information.** Any information that you may access via the APIs, including pricing information, is confidential and proprietary information to us. Unless our express written consent is obtained, you must not distribute or otherwise disclose such information to any other person.

5. DISCLAIMERS, LIMITATIONS AND INDEMNITY

- 5.1 **Disclaimers.** Despite anything else in this Agreement or otherwise, you hereby acknowledge and agree that:
 - (a) the APIs are provided on only an “as is” and “as available” basis and the use of the APIs is at your own risk;
 - (b) the APIs are provided without any representations or warranties (whether express, statutory, or implied), whether oral or in writing, including the warranties of merchantability, adequacy, accessibility, fitness for a particular purpose, satisfactory quality, title or non-infringement of third party rights, availability, continuous, uninterrupted or secure access, or warranties arising from course of performance, course of dealing or usage in trade, which are expressly disclaimed;
 - (c) the provision of the APIs is subject to the availability, operation and interface at the relevant time of a combination of systems, which may be subject to circumstances beyond our control;
 - (d) the APIs will not be error-free or interruption-free and will be affected by needs for repairs, modifications, improvements, emergencies and other reasons; and

- (e) we have no control over your use of any Third Party API Service or the third party service provider and you fully assume all risks related to your use of any Third Party API Service.

5.2 **Exclusion of Liability.** To the maximum extent permitted under Applicable Law, under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of: (a) any breach of these API Terms by you; (b) any act or omission by us in connection with any Instruction that we receive from you via the APIs; (c) any reliance by us on any Instruction that we receive from you via the APIs; (d) any unavailability, unreliability, or delay or failure related to your use of the APIs; (e) termination, suspension or restriction of your access to the APIs; (f) any act or omission by a third party and/or your use of or reliance on any Third Party API Service (including any breakdown in infrastructure, any disruption, interruption, scheduled and/or unscheduled maintenance or downtime of any service or platform operated by the third party, and any and all other failures of any system or services provided by the third party).

5.3 **Indemnity.** You agree to indemnify and hold harmless the Indemnified Persons from and against any and all claims, actions, proceedings, investigations, demands, actions, suits, costs, charges, expenses, damages (including attorneys' fees, fines or penalties imposed by any regulatory authority), losses and liabilities which the Indemnified Persons may incur, suffer or which may be made against them as a result of, in relation to, and/or arising out of: (a) any breach of these API Terms by you; (b) any act or omission by us in connection with any Instruction that we receive from you via the APIs; or (c) any reliance by us on any Instruction that we receive from you via the APIs.

6. **DEFINITIONS AND INTERPRETATION**

6.1 **Definitions.** In these API Terms, unless expressly stated otherwise:

- (a) **"API"** means the application programming interface provided by us that allows you to connect to our Services.
- (b) **"API Client"** means the software, system, or other application that is implemented by you or a third party to use our APIs.

