

TERMS AND CONDITIONS

INTRODUCTION AND GENERAL TERMS

The ZeroX Global Platform (**ZeroX Global, we or us**) allows Users (you) to access our Platform to trade in Digital Assets and also provides other services related to Digital Assets (**Services**).

In this document, we provide our Terms & Conditions in relation to your use of the Platform and Services (Terms or Agreement) that you must read and accept before using our Platform and Services or registering an Account with us. Please read these Terms carefully.

By clicking on "I Agree", creating an Account, obtaining your Account identification number and creating a password, logging into your Account or using the Services, you will be deemed to have understood, be bound by, and agree in full with these Terms (including any modifications made to these Terms from time to time) as well as our Privacy Policy, the KYC and AML/CTF Policies, the user agreements or terms and conditions of each Service and any other guidelines, rules, statements and instructions published by us on the Platform from time to time. If you do not agree to these Terms, do not use our Platform or Services.

You understand that our Platform is only intended to serve as a platform for you to use the Services. You should carefully assess the authenticity, legality and validity of relevant Digital Assets and / or information. You alone bear the responsibilities and losses that may arise from use of our Platform or Services.

Any opinions, information, discussion, analysis, prices and other information that we display on our Platform should not be construed as investment advice. We will not be held liable for any loss arising directly or indirectly from reliance on the abovementioned information, including but not limited to any loss of profits or any consequential loss.

By utilising our Platform and Services, you accept the risks associated with such Services. We emphasise that Digital Assets available on our Platform may not be issued by us, financial institutions or other legal entities, and that;

- a. the market for Digital Assets is new, uncertain and may not grow;
- b. Digital Assets are highly speculative in nature and are not as established as other asset classes;
- c. Digital Assets are volatile and are traded continuously with no limitations on price fluctuations;
- d. trading in Digital Assets may lead to a partial or total loss of capital;
- e. actions by third parties such as market makers or governments can have a large impact on Digital Assets and their prices;
- f. Digital Asset trading is not suitable for the vast majority of people;
- g. although we strive to comply with all applicable laws, rules and regulations, we may not be regulated in all jurisdictions that we operate in;
- h. and there may be other unpredictable or derivative risks aside from those mentioned above.

We strongly suggest that you consider your own financial position before using the Platform or its Services and if necessary, seek independent legal, financial, tax, accounting or other advice.

Unless you have properly registered an Account with us, you should not use our Platform, Services or access our Website which are only intended to be provided to Users with an Account.

USERS FROM IRAN AND NORTH KOREA ARE PROHIBITED FROM USING THE PLATFORM OR ANY OF OUR SERVICES.

The list of restricted jurisdictions may change and differ according to changes in our policies and the Services we offer to a particular jurisdiction. In the event of such change, we may not provide notice to you. You are required to refer to the latest information on the Platform or these Terms to be aware and informed of such changes.

AGREED TERMS

1 DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In these Terms:

- **Account** means your account with the Platform, being properly registered.
- **AML/CTF** means anti-money laundering/counter terrorism financing.
- **Business Day** means a day that is not a Saturday, Sunday or public holiday in Seychelles.
- **Buy Price** has the meaning given to that term in clause 6.2.
- **Corporate Identification Information** has the meaning given to that term in clause 2.5(b).
- **Digital Assets** means a digital representation of value that can be digitally transferred, stored and traded which is supported by the Platform.
- **Dispute** has the meaning given to that term in clause 14.
- **Exchange Rate** has the meaning given to that term in clause 6.2.
- **Feedback** has the meaning given to that term in clause 8.2(c).
- **Fork** has the meaning given to that term in clause 5.2(c).
- **Identification Information** has the meaning given to that term in clause 2.5(b).

- **Intellectual Property** means property relating to the Platform, including, but not limited to website name, goodwill, trademarks, logos, databases, website design, text and graphics, software, photos, videos, music, sounds and any combinations of the aforementioned files, and the intellectual property rights of software compilation, associated source code and software (including small applications and scripts).
- **Internal Resolution** has the meaning given to that term in clause 14.
- **Login Details** has the meaning given to that term in clause 2.7(b).
- **Miner Fees** has the meaning given to that term in clause 5.1(b).
- **Personal Identification Information** has the meaning given to that term in clause 2.5(a).
- **Platform** means the ZeroX Global Platform.
- **Pre-Closing Period** has the meaning given to that term in clause 2.8(b).
- **Registration Data** has the meaning given to that term in clause 2.2(b).
- **Sanctioned Country** has the meaning given to that term in clause 15.9(a).
- **Sanctioned Person** has the meaning given to that term in clause 15.9(a).
- **Sell Price** has the meaning given to that term in clause 6.2.
- **Services** has the meaning given to that term in the Introduction.
- **Trading Fee** has the meaning given to that term in clause 7.
- **Transaction** has the meaning given to that term in clause 3.1(b).
- **Users** means users of the ZeroX Global Platform.
- **Website** means <https://zerox.global/> or any other gateways, such as the mobile application, where Users can access the Platform to use the Services.

1.2 Headings

All headings in these Terms are exclusively for convenience and are not intended to affect the interpretation of these Terms.

2 ACCOUNT

2.1 Registration

All Users must apply for and register an Account at <https://zerox.global/> before using our Services. When registering an Account, you must provide the information identified in paragraph 2.2. We may (in our absolute discretion) refuse to open an Account for you, regardless of whether or not you meet the eligibility criteria specified in clause 2.2. This includes (but is not limited to) Accounts relating to political or public figures or to comply with AML/CTF laws and regulations.

2.2 Account creation

- To be eligible to create an Account, you represent and warrant that:
 - as a natural person, you are at least 18 years of age or are of legal age to form a binding contract under your applicable laws;
 - as a natural person, a legal person or any other entity, you have full legal capacity and requisite authority to enter into these Terms;
 - you have never previously had an Account with us suspended or removed;
 - you do not currently have an Account;
 - you are neither an Iran User or a North Korea User, nor are you acting on behalf of an Iran User or a North Korea User; and
 - your use of our Services will be in compliance with all applicable laws, rules and regulations and you will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti- money laundering, anti-corruption, and counter-terrorist financing.
- To create an Account, you must provide (where necessary):
 - your valid email address;
 - your mobile phone number;
 - your full legal name;
 - identification documentation; and
 - any other information as required by us to create and maintain your Account, (the **Registration Data**).
- When providing the Registration Data, you represent and warrant that it is true and accurate.
- You are responsible for updating your Registration Data to ensure that it is accurate at all times. You shall be responsible for the authenticity, integrity and accuracy of the Registration Data and indemnify us for any direct or indirect loss and adverse consequences arising from any inaccuracies of your Registration Data.
- After we verify and approve the creation of your Account, you will receive an account identification number and password which you can utilise to use our Services. You agree to receive emails and/or messages sent by us relating to the management and operation of the Platform.

2.3 KYC and AML/CTF Policies

Our KYC and AML/CTF policies are intended to comply with Australian laws and standards with regards to KYC and AML/CTF. We shall comply with our KYC and AML/CTF policies and use best efforts to adopt measures and technology to provide you the Services in a safe and secure manner to prevent any losses due to money laundering.

2.4 Account creation

Your registration of an Account with us will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify your identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through our Platform, or for other lawful purposes stated by us. We will collect, use and share such information in accordance with our Privacy Policy. In relation to KYC and AML/CTF, we:

- a. shall promulgate and update our KYC and AML/CTF policies to meet the standards set by applicable laws, rules and regulations;
- b. shall promulgate and update the guidelines and rules relating to the operation of the Platform and our staff shall facilitate the provision of the Services to you in accordance with such guidelines and rules;
- c. shall design and execute procedures for Transaction monitoring and control, which include, but is not limited to rigorous identity authentication procedures, and maintain a dedicated team to address these policies;
- d. adopt a risk-based approach to conduct due diligence and supervision of our Users;
- e. have the right to review and inspect the Transactions to, from and on our Platform;
- f. have the right to report Transactions that we deem in our sole discretion to be suspicious to the relevant authorities; and
- g. shall maintain the Registration Data and Identification Information (defined below) for a minimum period of 5 years.

2.5 Identification Information

- a. In addition to any Registration Data requested or provided to us, where you are an individual, we may collect the following information from you (for the purposes of complying with our AML/CTF policy obligations):
 - i. your nationality;
 - ii. a photograph of you with your identification documents;
 - iii. official identification documents, including passports, identity cards (both front and back) and other identification documents issued by the relevant authorities; and
 - iv. any other information that we may request from you from time to time,

(Personal Identification Information).

- b. Where you are a legal person other than a natural person, we may collect the following information from you (for the purposes of complying with our policy obligations):
 - i. registration and incorporation documents;
 - ii. articles of association or memorandum;
 - iii. ownership structure and a description of such ownership structure (including supporting documentation);
 - iv. a validly passed board resolution designating your authorised person responsible for the Account;
 - v. identification documents of the directors, major shareholders and the authorised person. Generally, shareholders or beneficial owners holding 10% or more of the relevant entity's voting power are required to be identified;
 - vi. your registered address / principal place of business; and
 - vii. any other information that we may request from you from time to time,

(Corporate Identification Information, and together with the Personal Identification Information, the Identification Information).

- c. Identification Information that we request from you may vary according to your jurisdiction and we may also require you to provide notarised or certified copies of documents you provide to us. We shall have the right to request the notarised or certified translation of your Identification Information to English if your Identification Information is not provided in English.
- d. When providing the Identification Information, you represent and warrant that it is true and accurate.
- e. You are responsible for updating your Identification Information to ensure that it is accurate at all times. You shall be responsible for the authenticity, integrity and accuracy of the Identification Information and indemnify us for any direct or indirect loss and adverse consequences arising from any inaccuracies of your Identification Information.
- f. If there are any grounds for believing that any of the Identification Information you provide is incorrect, false, outdated or incomplete, we reserve the right to send you a notice to demand correction, directly delete the relevant information, and, as the case may be, terminate all or part of Account. If we are unable to reach you with the contact information you provided, you shall be fully liable, and indemnify us, for any loss or expense caused to us during your use of the Platform. By registering an Account, you authorise us to conduct any searches or investigations that we consider necessary, either directly or through a third party, to verify your identity or protect you, other users and/or us from fraud or other financial crimes, and to take necessary actions based on the results of such investigations. You also acknowledge and agree that your Identification Information may be disclosed to credit bureaus and agencies for fraud prevention or financial crime prevention, which may respond to our investigations in full.
- g. If we are informed or become aware that any Digital Assets or funds held in your Account are stolen or otherwise are not lawfully possessed by you, we may, but have no obligation to, place an administrative hold on the affected funds and your Account. If we enact an administrative hold on some or all of your funds or Account, we may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to us has been provided in a form acceptable to us. We will not involve ourselves in any such dispute or the resolution of the dispute. You agree that we will have no liability or responsibility for any such hold, or for your inability to withdraw Digital Assets or funds or execute trades during the period of any such hold.

2.6 Compliance with local laws

It is your sole responsibility to abide by local laws in relation to use of the Platform and Services in your local jurisdiction as well as other laws and regulations applicable to you. This includes local law aspects in respect of taxation, the withholding, collection, reporting and remittance to your appropriate tax authorities. All Users of our Platform and Services acknowledge and declare that their funds come from legitimate sources and do not originate from illegal activities. Users agree that we will require them to provide or otherwise collect the necessary information and materials as per relevant laws or government orders to verify the legality of the sources and use of their funds. We strongly maintain a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze or terminate Users' accounts and funds which are flagged out or investigated by legal mandate.

2.7 Account security

- a. An Account can only be used by the account registrant or authorised person. We reserve the right to suspend, freeze or cancel the use of your Account by persons other than account registrant.
- b. You are solely responsible for the login details associated with your account, including your username, password, mobile number, Transaction passwords and verification codes received through your mobile phone (Login Details).
- c. You shall agree to treat your Login Details as confidential information, and not disclose such information to any third party.
- d. You also agree to be solely responsible for taking the necessary security measures to protect your Account and personal information.
- e. If your Login Details are compromised and/or your Account has been accessed by an unauthorised third party, you must inform us immediately to request a suspension of your Account. After receiving such request, we shall act on your request within a reasonable period.
- f. We assume no liability for any loss or damage arising from the use of the Account by you or any third party with or without your authorisation.
- g. You are responsible for taking appropriate steps to logout from your Account at the end of each visit.

2.8 Account suspension, termination or closure

- a. We reserve the right to suspend certain or all Services to your Account, freeze the Digital Assets in your Account, terminate your Account, close your Account and/or notify relevant authorities if:
 - i. we reasonably believe that we need to do so in order to protect our reputation;
 - ii. use of your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
 - iii. you are from a restricted jurisdiction as stated in the Introduction;
 - iv. you are not eligible to create an Account in accordance with clause 2.2;
 - v. when you create an Account on behalf of a legal entity and you are not an authorised person to act on behalf of such legal entity, or sufficient documentation has not been provided proving that you are the authorised person of that entity;
 - vi. we decide, in our sole discretion, that you are not suitable to use the Services;
 - vii. you are not the person as stated in the Registration Data associated with your Account;
 - viii. you do not log into your Account for an uninterrupted period of 1 year;
 - ix. you use your Account to engage in illegal or illegitimate activities, such as money laundering and bribery;
 - x. you use your Account to engage in market manipulative activities, improper Transactions or other illicit trading activities such as money laundering, smuggling and commercial bribery; or
 - xi. you are in breach of these Terms or any other applicable laws, rules and regulations.
- b. We reserve Notwithstanding the above, we reserve the right in our sole discretion and for whatever reason to close and terminate your account by providing you with 5 Business Days' notice. Thereafter, you shall have 5 Business Days to take any necessary actions, including cancelling any orders or closing your positions (the Pre-Closing Period). After end of the Pre-Closing Period, we shall have the right to cancel your orders, close your positions and return the Digital Assets in your Account to you. Notwithstanding anything in these Terms, if your Account has been closed in accordance with this clause, all remaining account balance (which includes charges and liabilities owed to us) will be immediately made payable to us. e the right to suspend certain or all Services to your Account, freeze the Digital Assets in your Account, terminate your Account, close your Account and/or notify relevant authorities if:
- c. We assume no liability for any adverse consequences and/or losses associated with our dealing with your Accounts under this section 2.8.
- d. We maintain full custody of the Digital Assets, funds and User information / data which may be turned over to governmental authorities in the event of an Account's suspension or closure arising from fraud investigations, investigations of violation of law or violation of this Agreement.

3 ACCOUNT USAGE

3.1 Account usage

Upon completion of the registration and identity verification for your Account, you have the right to use your Account to access the Platform and to use the Services, including:

- a. to browse the real-time quotes and Transaction information of Digital Asset products;
- b. to submit digital asset transactions, whether to trade or otherwise (each, a Transaction);
- c. to complete Transactions;
- d. view the information provided to Users with your Account;
- e. participate in activities organised by us in accordance with the relevant rules of the activity; and/or
- f. other Services that we may offer to you from time to time.

3.2 Transaction reporting

We shall monitor the activity of your Account for suspicious Transactions. If we determine that a Transaction is a suspicious Transaction relating to your Account, we may suspend, halt or terminate the Transaction, reverse the Transaction and/or report the Transaction to the relevant authorities, without notice to you. Any action we take in response to a suspicious Transaction shall not result in a breach of these Terms.

4 DEPOSITS, CUSTODY, WITHDRAWALS AND TRANSFERS

- a. Services are available only in connection with Digital Assets that we support, which may change from time to time. Under no circumstances should you use your Account to store, send, request or receive Digital Assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your Account for Digital Assets that we do not support. The Services do not include any deposit, withdrawal or custody of any fiat currencies.
- b. All Digital Assets held in your Account are held by us on a custodial basis. This means that:
 - i. title to the Digital Assets shall remain with you and not transfer to us. As the owner of the Digital Assets, you shall bear all risk of loss of such Digital Assets. We do not represent or treat Digital Assets in Accounts as belonging to us;
 - ii. we may not grant a security interest in the Digital Assets held in your Account;
 - iii. except as required by relevant authorities or otherwise stated in these Terms, we will not sell, transfer, loan, hypothecate or otherwise alienate the assets in your Account unless instructed by you or compelled by a court of competent jurisdiction to do so;
 - iv. you control the Digital Assets in your Account. At any time, subject to outages, downtime and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address controlled by you or a third party; and
 - v. in order to hold the Digital Assets in your Account more securely, your Digital Assets are segregated from our own Digital Assets or funds by way of separate ledger accounting entries. Notwithstanding this, we shall not have any obligation to use different blockchain addresses to store Digital Assets owned by you and other customers or by us.

5 DIGITAL ASSETS NETWORK

5.1 Digital Asset Transactions

- a. We will process Transactions in accordance with the instructions we receive from you. You should verify all Transaction information prior to submitting instructions to us. We do not guarantee the identity of any User, receiver, requestee or other third party and will have no liability or responsibility for ensuring that the information you provide is accurate and complete. Transactions cannot be reversed once they have been broadcast to the relevant Digital Asset Network. We will not be responsible for any errors in any information that you provide.
- b. We may charge network fees (Miner Fees) to process a Transaction on your behalf. We will calculate the Miner Fees at our discretion, although we will always notify you of the Miner Fees at (or before) the time you authorise the Digital Asset Transaction. When you or a third party sends Digital Assets to an Account from an external wallet not hosted on the Platform, the person initiating the Transaction is solely responsible for executing the Transaction properly, which may include, among other things, payment of Miner Fees in order for the Transaction to be completed successfully. Non-payment of Miner Fees may cause your Transaction to remain in a pending state outside of our control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the Transaction and have no obligation to assist in the remediation of such Transactions.
- c. Once submitted to a Digital Asset network, a Transaction will be unconfirmed for a period of time pending sufficient confirmation of the Transaction by the Digital Asset network. A Transaction is not complete while it is in a pending state. Digital Assets associated with Transactions that are in a pending state will be designated accordingly and will not be included in your Account balance or be available to conduct Transactions until confirmed by the network.
- d. We may also refuse to process or cancel any pending Transaction as required by law, regulation or any court or other authority to which we are subject in any jurisdiction, for instance, if there is suspicion of money laundering, terrorist financing, fraud, or any other financial crime.

5.2 Operation of Digital Asset protocols

- a. We do not own or control the underlying software protocols which govern the operation of Digital Assets supported on the Platform. Generally, the underlying protocols are 'open source' and anyone can use, copy, modify, and distribute them.
- b. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. You acknowledge and accept the risk that underlying software protocols relating to any Digital Asset you store in your Account may change.
- c. In particular, the underlying protocols are likely to be subject to sudden changes in operating rules (Forks). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Asset you store in your Account. We do not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by us in determining whether to continue to transact in the affected Digital Asset using your Account. In the event of any such operational change, we reserve the right to take such steps as may be necessary to protect the security and safety of assets held on the Platform, including temporarily suspending operations for the involved digital asset(s), and other necessary steps.
- d. We will use our best efforts to provide you notice of our response to any material operating change. However, such changes are outside of our control and may occur without notice to us. Our response to any material operating change is subject to its sole discretion and includes deciding not to support any new Digital Asset, Fork, or other actions.
- e. You acknowledge and accept the risks of operating changes to Digital Asset protocols and agree that we are not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that we have sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported assets or protocols.

6 TRADING RULES

6.1 Trading

You must comply with the following rules when trading Digital Assets on the Platform:

- a. read, understand and accept in full the information on the Platform before executing your trade, including, but not limited to price, fees and whether the Digital Asset is to be bought or sold;
- b. when you execute your trade and submit your Transaction, you authorise the Platform to act as a broker for the relevant trade to match you with the relevant counterparty for your trade without further notice to you;
- c. you have the right to revoke or modify your Transaction at any time before the trade is executed; and
- d. you can check the details and records of your trades in the Platform's management centre.

6.2 Exchange rates

Each purchase or sale of Digital Assets is also subject to the **Exchange Rate** for the given Transaction. The Exchange Rate means the price of a given supported Digital Asset in fiat currency or another Digital Asset as quoted on the Platform. The Exchange Rate is stated either as a **Buy Price** or as a **Sell Price**, which is the price at which you may buy or sell Digital Assets, respectively. You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate at any given time, and that we may add a margin or 'spread' to the quoted Exchange Rate. You agree to accept the Exchange Rate when you authorise a Transaction. We do not guarantee:

- a. the availability of any Exchange Rate; or
- b. that you will be able to buy and/or sell your Digital Assets on the open market at any particular price or time.

7 FEES

You agree to be responsible for the payment of all fees. Each purchase or sale of Digital Asset is subject to a usual fee (a **Trading Fee**). The applicable Trading Fee will be displayed to you on the Platform prior to each trade and is stated in each receipt we issue to you. We may adjust our Trading Fees at any time without notice to you.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Licence

Upon successful registration of an Account and provided that you constantly comply with these Terms, we grant you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable licence to access and use the Platform and its Services through your computer or internet compatible devices for your personal/internal purposes. You are prohibited to use the Platform or its Services for resale or commercial purposes, including transactions on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms.

8.2 No transfer, copying, transmitting or modification

- a. These Terms only grant a limited licence to access and use our Platform and its Services. Therefore, you hereby agree that when you use our Platform and Services, we do not transfer ownership or intellectual property rights of any of our intellectual property to you or anyone else. You must not copy, modify, copy, transmit or use any of the Intellectual Property for commercial purposes.
- b. Upon registering an Account, it shall be deemed that you have transferred and assigned exclusively and free of charge to us all copyright of any form of information that you publish on the Website and the Platform, including, but not limited to copyrights, distribution rights, lease rights, exhibition rights, performance rights, projection rights, broadcasting rights, information network dissemination rights, shooting rights, adaptation rights, translation rights, compilation rights and other transferable rights that copyright owners are entitled to, and we shall have the right to sue for any infringement on such copyright and obtain full compensation for such infringement. This Agreement shall apply to any content that is published by you on the Website or Platform and is protected by copyright law.
- c. In addition to clause (b), we own any feedback, suggestions, ideas, or other information or materials (Feedback) about the Platform or its Services that you provide through email, our Website, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

9 RIGHTS AND OBLIGATIONS

- a. Notwithstanding anything in these Terms, we reserve the right in our sole discretion:
 - i. where there are errors or updates, to amend information displayed on the Platform or Website;
 - ii. to modify, suspend or terminate any or all of the Services offered at any time without prior notice to you. In the event of such termination, it will take effect on the date of the announcement of the termination on the Website;
 - iii. suspend or permanently terminate your access to your Account, the Platform or your use of any or all the Services;
 - iv. if we suspect or determine that information you provide to us is wrong, untrue, invalid and/or incomplete, notify you to correct or update the information you provide to us and provided that you do not correct and update the relevant information, suspend or terminate the provision of Services to you;
 - v. delete any content or information on the Platform which does not comply with applicable laws, rules and regulations without prior notice to you;
 - vi. in accordance with applicable laws, rules and regulations, request information from you. You shall have an obligation to assist us with such request; and

- vii. in the interest of Users, under special circumstances which hinders the provision of Services on the Platform, such as a system failure, network failure or in extreme market conditions, to amend the Services provided. You shall be informed of such amendments through announcements on the Website.
- b. Unless otherwise stated in these Terms, we shall:
 - i. use necessary technical means and management measures to ensure the normal operation of the Platform and provide a necessary and reliable environment for your use of the Services;
 - ii. maintain the provision of Services to you;
 - iii. ensure the security of your Digital Assets by strengthening our technical capabilities and enhancing our security measures; and
 - iv.. provide you with advance notice regarding foreseeable security risks relating to your Account.

10 REPRESENTATIONS AND WARRANTIES

By agreeing to these Terms, you represent and warrant that:

- a. all your Digital Assets are legally acquired and owned by you;
- b. you are solely liable for the actions taken using your Account;
- c. you are responsible for all profits, losses or liabilities arising from your Transactions and use of your Account;
- d. all the information you provide to us is true, accurate and complete;
- e. you shall make the relevant reports to authorities for taxation purposes;
- f. you will refrain from engaging in any illegal activity through your use of the Services;
- g. you will refrain from engaging in or participating in any act or activity that damages the interests of the Platform, whether or not in connection with the Services provided by this Website;
- h. you will not act in a way that is contrary to the intended use of the Platform, such as facilitating the illegal transfer of information, spread false information about the Platform, actions that infringe on our rights or the rights of other Users, invitations to pyramid schemes or falsifying and relaying such false information to us or other Users;
- i. you will not maliciously interfere with the normal operations of the Platform or other Users' use of the Services, whether through technical means or otherwise;
- j. you will not state or spread false defamatory information about us;
- k. in the event of a dispute between you and other Users, you will only resort to judicial or other government-related means to request information from us;
- l. you are liable for all fees and taxes relating to any hardware, software and other third party services incurred by you in your use of the Services; and
- m. you will comply with these Terms and other guidelines and rules that we release in relation to the Platform or the Services.

11 LIABILITY AND INDEMNIFICATION

11.1 No liability

You understand and agree that we shall not be held liable and you shall be solely accountable upon occurrence of any of the following:

- a. loss of income;
- b. loss of Transaction profits;
- c. contractual losses;
- d. disruption of business;
- e. currency-related losses;
- f. loss or damage of information data;
- g. loss of opportunity;
- h. loss from the price or value of Digital Assets;
- i. costs of purchasing products and services outside the scope of the Services;
- j. any failures in software, hardware, internet connection and any distortion and delays arising therefrom;
- k. any indirect, special or incidental loss or damages arising from any infringement (including negligence) and/or breach of contract or any other cause, regardless of whether or not such loss or damage may reasonably be foreseen by us and regardless of whether or not we are notified in advance of the possibility of such loss or damages;
- l. any malicious programs such as viruses or trojans that you may have from your use of the Services;
- m. information, products or business of third party websites which link to this Website;
- n. loss arising from any information or technology on the Platform in relation to its validity, accuracy, correctness, reliability, quality, stability, integrity, timeliness, applicability (including for a specific purpose), freedom from error or omission and consistency;
- o. errors in our calculations of Transactions on the Platform;
- p. damages to your goodwill or reputation;
- q. damages to you when we are reasonably justified to believe that your Transactions and/or conduct on the Platform may involve any illegal activity or breach of this Agreement;
- r. damages arising from any expenses or losses arising from the purchase or acquisition of data, information or digital currency through the Services;
- s. damages arising from your misunderstanding of the Services; or
- t. damages arising from any other loss relating to the Services which cannot be attributed to us.

11.2 Limitation of liability

Notwithstanding anything in these Terms, our liability to you shall not exceed \$1,000. We do not waive any of the rights not mentioned in these Terms and to the maximum extent permitted by the applicable law, to limit, exempt or offset our liability for damages. If you have a dispute with one or more Users of the Services (other than us), you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives, will be liable for any claims, demands and damages (actual and consequential, direct or indirect) of any kind or nature arising out of or in any way connected with such disputes.

11.3 Indemnification

You agree to indemnify us, our affiliates and service providers, and each of our, or their, respective officers, directors, agents, employees and representatives, in respect of any costs (including legal fees on an indemnity basis and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages, of whatsoever nature, arising out of or related to your breach and/or our enforcement of this Agreement or your violation of any law, rule or regulation, or the rights of any third

12 TERMINATION

12.1 Termination

We shall have the right at any time to terminate all Services offered by us to you in accordance with these Terms. You shall have the right to terminate your use of the Services at any time and this Agreement shall terminate on the relevant date of your termination of use of the Services. Upon termination of this Agreement, you agree that you shall not have the right to require us to continue to provide the Services to you or perform any other obligation, including, but not limited to, requesting us to keep or disclose to you any information in your Account, or to disclose to you or any third party any information therein that is not read or sent.

13 NOTICES AND COMMUNICATION

Users undertake to refer to the announcements, materials and information on the Platform or Website regularly and promptly. We will not be held responsible or liable in any manner of compensation should you incur personal losses arising from negligence of not referring to the announcements, materials and information.

14 DISPUTE RESOLUTION

We shall have the right at any time to terminate all Services offered by us to you in accordance with these Terms. You shall have the right to terminate your use of the Services at any time and this Agreement shall terminate on the relevant date of your termination of use of the Services. Upon termination of this Agreement, you agree that you shall not have the right to require us to continue to provide the Services to you or perform any other obligation, including, but not limited to, requesting us to keep or disclose to you any information in your Account, or to disclose to you or any third party any information therein that is not read or sent.

15 MISCELLANEOUS

15.1 Relationship

Nothing in these Terms shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless otherwise provided in these Terms.

15.2 Assignment

You may not assign or transfer any rights or obligations under these Terms without our prior written consent, including any right or obligation related to the enforcement of laws or the change of control. We may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

15.3 Force Majeure

Where we fail to provide the Services or delay in providing such Services due to circumstances not within our control such as information network equipment maintenance, information network connectivity failures, computer errors, communications or other systems, power failures, weather conditions, unexpected accidents, industrial actions, labour disputes, revolts, uprisings, riots, lack of productivity or production materials, fires, floods, storms, explosions, wars, failure on the part of banks or other partners, collapse of the digital asset market, actions by governments, judicial or administrative authorities, other acts that are not within our control or beyond our inability to control, or due to causes on the part of third parties, we shall not assume any responsibility for such failure to provide the Services to you or delay in providing the Services, or for the resultant loss you may sustain as a result of such failure or delay.

15.4 Entire agreement

These Terms constitute the entire agreement between the parties regarding use of our Platform and Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

15.5 Amendment / changes to Terms

We reserve the right to change or modify these Terms in our discretion at any time. We will notify such changes by updating the terms on the Website and modifying the [Last revised] date displayed on this page. Any and all modifications or changes to these Terms will become effective upon publication on the Website or release to Users. Therefore, your continued use of our Platform and Services is deemed your acceptance of the modified Agreement and rules. If you do not agree to any changes to these Terms, you must stop using our Platform and Services

immediately. You are recommended to frequently review these terms to ensure your understanding of the terms and conditions that apply to your access to and use of our Platform and Services.

15.6 Survival

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement.

15.7 Data protection

Your personal data will be properly protected and kept confidential, but we have the right to collect, process, use or disclose your personal data in accordance with these Terms, our Privacy Policy or applicable laws. Depending on the products or services concerned, your personal data may be disclosed to the following third parties:

- a. your Transaction counterparty;
- b. our shareholders, partners, investors, directors, supervisors, senior managers and employees;
- c. our joint ventures, alliance partners and business partners;
- d. our agents, contractors, suppliers, third-party service providers and professional advisers, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information technology, payroll, information processing, training, market research and storage;
- e. third-party business partners who provide goods and services or sponsor contests or other promotional activities, whether or not in cooperation with us;
- f. insurance companies or insurance investigators and credit providers;
- g. credit bureaus, or any debt collection agencies or dispute resolution centres in the event of dispute;
- h. professional consultants such as auditors and lawyers;
- i. relevant government regulatory agencies or law enforcement agencies to comply with laws or regulations implemented authorities;
- j. by government assignees of our rights and obligations;
- k. banks, credit card companies and their respective service providers; and
- l. persons with your consent as determined by you or the applicable contract.

15.8 Privacy Policy

Access to our Platform and Services will require the submission of certain personally identifiable information. Please review our Privacy Policy at <https://zerox.global/> for a summary of our guidelines regarding the collection and use of personally identifiable information.

15.9 Export control

Your use of the Services is subject to international export controls and economic sanctions requirements. By sending, receiving, buying, selling, trading or storing Digital Assets through your use of the Services, you agree that you will comply with those requirements. You are not permitted to acquire Digital Assets or use any of the Services if:

- a. you are in, under the control of, or a national or resident of Cuba, Democratic Republic of Congo, Democratic People's Republic of North Korea, Iran, Libya, Somalia, South Sudan, Sudan, Yemen or Syria or any other country subject to United States embargo, UN sanctions, the European Union, MAS or HM Treasury's financial sanctions regimes (each a Sanctioned Country), or if you are a person on the economic sanctions lists as published from time to time by applicable authorities (including, but not limited to the MAS Lists of Designated Individuals and Entities, U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the EU financial sanctions regime (a Sanctioned Person); or
- b. you intend to supply any acquired or stored Digital Assets or Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

15.10 No waiver

The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

15.11 Governing law and jurisdiction

This Agreement and the relationship between us shall be governed by and construed in accordance with the laws of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of Western Australia, Australia.

15.12 Unclaimed property

If we hold Digital Assets on your behalf, and we are unable to contact you and have no record of your use of the Services for several years, applicable law may require us to report the Digital Assets as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such Digital Assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

15.13 Class action waiver

You agree that any claims relating to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of this Agreement) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law.