

MANTERA

Terms of Use

Disclaimer: Buying and selling of Virtual Currencies carries with it a high degree of risk. Do not trade with money that you cannot afford to lose. Please do your own research or consult professional advice before making a trading decision.

Risk Statement: The purchase / sale of Virtual Currencies or placing Virtual Currencies into yield generation platforms has potential rewards and risks involved. Trading is not suitable for everyone. Anyone wishing to buy or sell Virtual Currencies should seek their own independent professional financial advice.

THIS IS AN IMPORTANT DOCUMENT.

PLEASE READ IT CAREFULLY.

These Terms of Use constitute the terms and conditions of the website. The Terms of Use will govern your use of the website, and you should therefore take some time to read this document carefully.

IMPORTANT NOTICE

ACCESSING, PURCHASING OR USING THE APP MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AND USERS ACTIVITIES MAY BE SUBJECT TO LEGAL INVESTMENT LAWS AND REGULATIONS OR REVIEW OR REGULATION BY CERTAIN AUTHORITIES.

IN PARTICULAR, THE APP IS NOT A REGISTERED EXCHANGE UNDER SECTION 6 OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934 OR AN ALTERNATIVE TRADING SYSTEM APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**") FOR THE PURPOSES OF SEC REGULATION ATS ON REQUIREMENTS FOR ALTERNATIVE TRADING SYSTEMS ("**REGULATION ATS**") AND IS NOT EXEMPT FROM THE REQUIREMENTS OF REGULATION ATS. IN ADDITION, THE APP HAS NOT BEEN OR WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY

OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. CONSEQUENTLY, THE APP MAY NOT BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSONS AS SUCH TERMS ARE DEFINED IN REGULATIONS UNDER THE SECURITIES ACT OR TO ANY U.S. CITIZENS (AS DEFINED IN 8 U.S.C. SUBCHAPTER III) OR ANY U.S. PERSONS (AS DEFINED IN 17 C.F.R S230.902(K)). PRIOR TO ACCESSING, PURCHASING OR USING THE APP, YOU MUST INFORM YOURSELF OF AND OBSERVE ANY RESTRICTIONS APPLICABLE TO YOU. A FAILURE TO COMPLY WITH APPLICABLE RESTRICTIONS MAY CONSTITUTE A VIOLATION BY YOU OF THE LAWS AND REGULATIONS IN YOUR JURISDICTION.

These terms (the “**Terms**”) shall govern your use of the website and of the Services (as defined in Section 5 and Annex 1 hereunder) that the Company offers on or through the App.

These Terms are entered into by you and Mantera Trust Capital KB, a Trust company duly incorporated under the laws of Sweden, bearing company registration number 969794-2150, with registered address at Box 1739, 116 74 Stockholm, Sweden.

“**Mantera Trust Capital KB**”, “**Company**” and/or “**Mantera**”, “**We**” and/or “**we**”, “**Us**” and/or “**us**” and “**Our**” and/or “**our**” when indicating possession).

@These Terms are applicable to all Visitors and Users as defined below. The browsing of the Website available at the following URL <https://www.mantera.net> is governed by the terms of use of the Website available at the following URL: <https://www.mantera.net/termsfuse>

The Personal Data collected on or through the website shall be processed in accordance with the Privacy Policy, which can be found on the website.

In case of any discrepancy or ambiguity between the Terms, the Privacy Policy and/or the Execution-Only Mandate Agreement, the Terms shall prevail over all other documents related thereto.

1. DEFINITIONS

The Website enables users to access open source software and related services, including (without limitation) yield, liquidity provision and node operator software and resources, data and computation services. Some Services offered on the Mantera Website require payment or otherwise involve the use of an underlying

blockchain or other decentralized or permissioned infrastructure (the “**Distributed Ledger Technology**”), which may require that you pay a fee, such as “gas” charges on the Ethereum network, for the computational resources required to perform a transaction on the particular Distributed Ledger Technology (such payments and fees, “**Charges**”). You acknowledge and agree that Mantera has no control over any Distributed Ledger Technology transactions, the method of payment of any Charges, if applicable, or any actual payments of Charges, if applicable. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens stored at your Mantera Crypto Custody Account to complete any transaction.

2. TERMS

2.1. Any person who wants to access the Website and/or benefit from the Services available on/or through the Website must accept these Terms.

Any legal person, including but not limited to any enterprise, corporation, foundation, association or other legal entity is not eligible to use the Website under these Terms. A natural person cannot use the Website on behalf of an enterprise, foundation, association, corporation or any other legal entity.

2.2. By using the website and/or benefiting from the Services and the Execution Interface and/or clicking the "**I agree with the Terms of Use and the Privacy Policy**" button when registering a User Account, you acknowledge that you have read and understood these Terms and the Privacy Policy and agree to be bound by them and to comply with these Terms and all Applicable Laws and regulations. If you do not agree with these Terms, you should refrain from using the website and/or benefiting from the Services which are being offered to you by the Company.

2.3. You confirm that you are able to read in English and that your level of English is sufficient to understand the meaning of the terms contained in the English version of the Terms and the Execution-Only Mandate Agreement as well as all the commitments, warranties, waivers and obligations contained in the English version of these Terms and the Execution-Only Mandate Agreement applicable to you. You hereby consent that you will not hold the Company liable for any losses or damages which result from the lack of understanding of these Terms.

2.4. You must agree to all of the terms and conditions of these Terms. If you do not agree to or accept these Terms, please immediately discontinue access to, and use of, the Website and Services. By signing up to use the Website or Services, you agree that you have read, understood, and accept all of the terms and conditions contained in these Terms, as well as the Privacy Policy.

2.5. If you are under the age of eighteen (18) or the legal age for entering legally binding contracts under applicable laws, you are not permitted to use the Website. By continuing to access or use the Website, you indicate that you are eighteen (18) years of age or older or have the legal capacity to enter legally binding contracts under applicable laws. Misrepresentation of your age to gain access to any of the Services on the Website is a breach of these Terms.

2.6. By your use of any of the Services available on the Website, you represent and warrant that such use is legal in your local jurisdiction, and you agree that you will not use the App if such use is prohibited or otherwise violates the laws of the country, state, province, or other jurisdiction in which you reside or of which you are a citizen.

3. THE WEBSITE

The Website, containing the Execution Interface, is made available to Users by the Company on the basis of these Terms. By making use of the Services, you shall abide by these Terms applicable between the Company and you.

3.2. For all intents and purposes, the Execution Interface will allow you to directly access the market of Virtual Currencies, to place your Orders and to mandate the Company to use your Virtual Currencies to carry out solely the Orders instructed by you. You may also instruct the Execution Interface to carry out the Token Swap on your behalf.

3.3. By signing up to the Website, you understand that the Company allows Users access to Wealth Management Programs through the Website which is operated by Wealth Management Gateway(s). **The Company acts solely to execute orders instructed by you, therefore, shall not be liable for any aspect of the Wealth Management Program Rewards and/or Returns.**

3.4. The Website is not an exchange (centralized or decentralized), nor an organized or multilateral trading facility or a trading venue and the Company is not acting as a broker/dealer or as a financial advisor to the Users. For the avoidance of doubt, the Company, through the Website and the Execution Interface solely Executes your Orders on Exchanges. The Company does not provide investment, tax, or legal advice, nor does it act as a broker or dealer on behalf of its Users.

3.5. By making available the Website and the Execution Interface, the Company only intervenes as a technological provider which carries out the Execution of Orders on behalf of User(s) allowing the User to make use of the Execution Interface in order to have the best Transaction Price possible for a Transaction, on a best effort basis.

You understand that any documentation and publication made available on the Website, as well as any notifications made on or through the Website or on or through the Website with regards to the Services provided by the Company are also binding with regards to your activity on the Website.

3.6. When We Execute a Transaction based on your Orders, we are not in a position to assess, whether the Transactions you make are compatible with your necessities and therefore, you are responsible for your use of the Virtual Currencies as well as for your use of the Wealth Management Solutions or for your use of the Token Swap including whether or not it meets your needs or objectives.

3.7. All Transactions are Executed automatically subsequent to the User setting the parameter of the Orders and in accordance with execution procedures which are operated by the Company. By clicking “Confirm”, you are instructing the Company to use the Virtual Currencies within your Custody Wallet in order to carry out the Execution of Orders.

3.8. The User is solely responsible for determining whether any Transaction or the Order(s) placed through the Execution Interface, as well as the investment or the investment strategy is/are appropriate, suitable, adapted to his/her financial situation, personal objectives, financial circumstances and risk tolerance. The User should consult a legal, financial or tax professional regarding his/her specific situation before placing any Order through the Execution Interface within the Website.

4. THE COMPANY'S ROLE

4.1. Through the Services provided, the Company acts as an operator of the Execution Interface and Executes the Orders which are placed by the Users. The Company allows the possibility for the Users to place Orders through the Execution Interface. By being interfaced with Exchanges and/or Wealth Management solutions, We simply Execute Orders which are given to Us by You.

4.2. The Execution Interface is programmed to calculate the best possible Transaction Price for each Order. The Execution Interface does not choose to Execute an Order on a particular Exchange for any other reason. Should you become aware of any malware which redirects or favours the Execution of an Order on any of the Exchanges connected to the Execution Interface, You shall immediately contact our support services. The Execution Interface does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or rating of the Exchanges to which it is attached.

4.3. As an operator of the Execution Interface, the Company does not act as an agent for any of the Exchanges and/or Users. By providing the Services, you acknowledge that the Company's role is solely to facilitate the access of Users to the Exchanges and/or Wealth Management Solutions and to provide the Services related thereto.

5. THE SERVICES

5.1. You can give Orders through the Execution Interface within the Website for the Company to Execute any of the Transactions on Exchanges and/or to place any Virtual Currency into the Wealth Management Solutions on your behalf. When Executing Orders, the Execution Interface will identify the most competitive Market Price available on the Exchanges. By accepting these Terms, you are giving your consent to the Company to carry out the best execution possible between the Exchanges to which the Execution Interface is connected on your behalf.

5.2. By clicking "Confirm", you are giving an Order to the Company to use any of the Virtual Currencies placed at a Virtual Currency Custodian in order to carry out the Transaction on your behalf by virtue of the Execution-Only Mandate Agreement.

5.3. The Execution Interface will allow the Company to Execute the Order from the Exchange that offered the most competitive Market Price on behalf of the User. The result of the Order will subsequently appear on the User's Account and in your Wallet(s). The Company shall not be responsible for any misrepresentation of Market Prices which is made by the Exchanges.

5.4. You are informed that through the operation of the Website, the Company does not engage in any banking activity. Your User Account with the Company is not a bank account, a deposit account.

5.5. Please note that you always need to send Virtual Currencies to an address which supports the technology of that particular Virtual Currency. If you proceed to send Virtual Currencies to an address that does not support that particular Virtual Currency, you take full responsibility for all the losses that might occur by doing so.

6. FUNDS ON ACCOUNT

6.1. Whenever Virtual Currencies are redirected towards a Mantera Account, the User understands that this shall be done in order to ensure that the Execution Interface is more efficient in the Execution of the Orders on behalf of Users. The

User understands that there is a risk that these Virtual Currencies may be lost due to a Security Breach or any other form of breach within the Exchange. The User accepts and warrants that he/she will assume the risks associated to the redirection of the Virtual Currencies towards accounts on Exchanges which shall be solely used for concluding the Transaction before delivering the Virtual Currencies and accepts not to hold the Company liable for any losses or damages which may arise from a Security Breach or other form of breach within the Exchange.

6.2. The Company retains the right, in its sole discretion, to determine whether to support any Fiat Asset at any time and for no reason. In some cases, the Fiat Custodian may decline the transfer of Fiat Assets. You agree that you will not hold the Company liable for any damages resulting from such rejected transfers.

6.3. If the Virtual Currencies are not supported or available on the App, you will not be permitted to transfer these Virtual Currencies to your Virtual Currency Wallet. If you, however, proceed to send Virtual Currencies to a Virtual Currency Wallet that does not support that particular Virtual Currency then You take all responsibility for all the losses that might occur by doing so.

6.4. The Company retains the right, in its sole discretion, to determine whether to support or allow Transactions related to any Virtual Currency. The Company may discontinue or terminate any support for any Virtual Currency at any time for any or no reason. Unless otherwise required by law or by law enforcement, the Company will make reasonable efforts to notify you of its decision to cease the support of a Virtual Currency on the Website.

6.5. If the Company ceases to support the transfer of a particular Virtual Currency, the Company will use commercially reasonable efforts to notify you prior so as to allow you with an opportunity to transfer the affected Virtual Currency from your User Account to an External Wallet or to Withdraw the Virtual Currency.

6.6. If You do not Withdraw your Virtual Currencies out of your User Account prior to cessation of support for the said Virtual Currency by the Company, the Virtual Currency may be lost due to your inability to access, transfer or otherwise control it. The Company will not be liable to you for any loss, liability or expenses related to its decision to cease any support for any Virtual Currency.

6.7. You hereby represent and warrant that you have sole control over any External Wallet to which you send Virtual Currencies from your User Account. The Company gives no assurance or warranty that any Virtual Currency supported by the App which is the subject of a fork (hard, soft or otherwise) will be available on the App for the User to place an Order through the Execution Interface.

7. Investigation

7.1. You understand that the Company reserves the right to investigate the source of any assets available on the User Account (“**Assets**”) and determine, in the Company’s sole discretion, how to handle their disposition in accordance with the internal Company’s AML Policy, and any Applicable Laws.

7.2. If, following the review of any funds in question and the circumstances by which You receive them, the Company determines that You are not the owner of these Assets and/or that the Asset is stemming from criminal or illicit activities, You hereby accept and understand that the Company reserves the right to dispose of these Assets in accordance with the Applicable Laws and to report any findings to the Relevant Authority.

8. Mandate

You give to the Company the right to use your Assets for the purpose of Executing the Orders you place through the Website and/or transferring out your Virtual Currencies into your Wallet.

9. Orders

9.1. Possible Transactions. The User may give the following Orders through the Execution Interface using Virtual Currencies:

1. Orders which allow for the placement of Virtual Currencies into Wealth Management Solutions;
2. Orders which allows for the execution of Token Swaps unless this is done automatically, based on the protocol of the token.

9.2. If you have an insufficient amount of Assets in your User Account to fulfil a Transaction it will be cancelled.

9.3. Additionally, you will be able to see the number of Transactions that were processed in order to Execute your Order.

9.4. Notwithstanding the foregoing, you agree that the failure to provide the Order summary or confirmation shall not prejudice or invalidate any Order or any Transaction completed based on such Order. The calculation of the Transaction Price shall occur.

9.5. You acknowledge, understand and accept that the Company is not liable for the amounts and type of Orders which you place on through the Website.

9.6. The Execution Interface is programmed to calculate the optimal Transaction Price for the Execution of the Order. The lowest possible Transaction Price may be obtained either by a single settlement or a multitude of settlements. By accepting the Terms, You hereby agree to authorize the Company to solicit the Market Prices available on the Exchanges connected to the Execution Interface to instruct the Execution of the Order.

9.7. The calculation of the Transaction Price is based on the Market Price displayed on the Exchanges. All information on which the Transaction Price is based, including the Market Prices are provided by the Application Programming Interface (the “**API**”) of the Exchanges. The Company has no influence on this information and does not assume any responsibility for the accuracy or completeness thereof. The Company is not responsible for any false or misleading information presented on the Execution Interface which arises from the direct or indirect responsibility of the Exchanges. You hereby accept and warrant that you will not hold the Company liable for the foregoing false or misleading information.

9.8. Price Volatility. Particularly during periods of high volume, illiquidity, fast movement or volatility in the Exchange of the Assets, the Market Price at which an Order is Executed may be different from the prevailing Transaction Price indicated by the Execution Interface at the time of your Order.

9.9. If there’s an increase or a decrease in the Market Price of the Assets that are subject to the Order, which would have an effect on the Transaction Price, the Transaction will be Executed provided that the percentage margin of the increase or decrease of the Transaction Price shall not exceed the safety threshold defined by the Company.

9.10. The Company do not accept any returns or give Refunds for your purchase of Virtual Currencies, except as otherwise provided in these Terms. You will not hold the Company liable for any damages and losses which result from the change in Market Price.

9.11. You hereby acknowledge and accept that, under no circumstances, will the Company be obliged to Execute an Order if the Company suspects that such Transaction would violate any law, rule, regulation or the rules or regulations of any regulatory or self-regulatory organization or be above the threshold defined by the Company. In such an event, You shall not claim against the Company for any lost profits or any opportunities which are lost to Execute a Transaction.

10. SECURITY BREACH

10.1. The Company shall not be held liable for and shall not remain liable to you for the actions and/or omissions which may result in a Security Breach by a Third-Party Service Provider or the Exchanges interfaced with the Execution Interface. These actions or omissions shall include the treatment of any information or Personal data which belongs to you.

10.2. The User warrants that he/she shall not hold the Company liable for any actions and/or omissions which result in a breach of any warranties made by a Third Party Service Provider to the Company by virtue of any contractual agreement between them. The Company shall not be held liable for any losses or any damages suffered by the User for any Security Breach or any other form of operational or technical breach which falls under the responsibility of the Third Party Service Provider and/or an Exchange.

11. ELIGIBILITY

11.1. In order to make use of the Website and benefit from the Services available on the Website, you have to register a User Account and accept these Terms and the Privacy Policy.

11.2. KYC/AML. In order to comply with KYC and Anti-Money Laundering (hereinafter referred to as “**AML**”) requirements, the Company may require additional information and Personal data in order to verify your identity and assess business risk.

11.2.1. The Company uses external Third-Party Service Provider(s) to conduct KYC and AML checks in order to fulfill its legal obligations and process Personal data. The User shall not hold the Company liable for any losses or damages which may arise for any data loss, misconduct or any other action or inaction which is carried out by the Third-Party Services Provider(s).

11.2.2. The list of information, Personal data and/or documents which are requested by the Company in order to fulfill the KYC Process differs between Tier 1, Tier 2 and Tier 3.

11.2.3. The KYC Process may be amended depending on any new regulatory requirements applicable to the Company. The Company, at its sole discretion, reserves the right to request to Users additional information, Personal data or documents.

11.2.4. Users will also undergo a Suitability Process in order to ensure that his/her profile is deemed suitable for the purposes of using the Services which are offered by the Company on or through the Website. The Company shall also carry out a behavioral analysis of the Users interaction with the Website in order to analyze whether there is the possibility of money laundering activity and the funding of terrorism on the Website.

11.2.5. The Company may also request additional information, Personal data and/or documentation when deemed necessary to clarify any doubts relating to your identity, the purpose of the Transactions or usage of your User Account and/or related to any other topic.

11.2.6. You accept that, depending on the amount placed into the Virtual Currencies Wallet and/or the Orders placed through the Execution Interface, the Company may request further information, Personal data and documents and that by not providing these documents, Personal data or information, You hereby consent that the Company may take any action which it deems appropriate, including preventing you from using the Website.

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

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

11.2.9. The Company shall unilaterally accept or reject potential Users in accordance with its own internal rules, KYC policies, the analysis carried out on the behavior of the user and on the analysis on the source of the funds relevant legislations, as well as international obligations resulting from Anti-Money Laundering and Countering of Terrorism Financing laws, regulations and guidelines.

11.2.14. You shall not hold any entity of the Company or any Related Entity liable for any losses or damages which result in the rejection or closing of your User Account and/or breach of your obligations under anti-money laundering and countering of terrorism financing laws, regulations and guidelines.

11.3. KYC&AML data. The Personal data you provide in the course of your registration or during the KYC Process or while using the Website and/or Services will be used in accordance with the Privacy Policy which are hereby incorporated into these Terms. In order to use the Services available on the App, the following

Personal data may be collected for KYC purposes, included but not limited to:

a) **TIER 1**

- Full name;
- Date of Birth;
- Address (Full details);
- Nationality;
- Valid Identity document (such as an unexpired passport, a valid unexpired national or another government-issued identity card, a valid unexpired residence card or a valid unexpired driving license);
- Selfie or video for facial similarity check;
- Basic suitability question regarding your source of income;
- Basic suitability question regarding your origin of Assets.

b) **TIER 2**

- Proof of residence document.

c) **TIER 3**

- Proof of Wealth documentation.

11.4. User Suitability Data. In order to become a User of the App, the User may need to answer questions and provide us with certain Personal data in order for us to understand which Services are best suitable for you. The following data shall be collected:

- Basic suitability question regarding your investment experience;
- Basic suitability question regarding your Virtual Currency experience.

11.5. The Website is intended solely for individual Users that use the Services on their own behalf and who comply with the criteria listed below. Therefore, you represent and warrant that:

1. You are at least eighteen (18) years old or of legal age to enter into a binding contract;
2. You have the right, authority and capacity to agree to the Terms and/or the Execution-Only Mandate Agreement applicable to you on your own behalf;
3. You will not use a false name, identity or email address owned or controlled by another person with the intent to impersonate that person for any other reason;
4. You shall not use a name that is subject to any rights of a person other than yourself without proper authorization;
5. You are not a citizen or resident of the US, or any US territory;
6. You are not a citizen or resident of North Korea, Iran or any other country that is under FATF sanctions or the self-regulatory organization to which The Company is affiliated;
7. Access and use of the Website and/or the Services are NOT restricted in your country;
8. You have not previously been suspended or removed from using the Services offered on the Website;
9. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Services;
10. You understand the nature of Transactions and that you may be exposed to a loss which can be equal to the total amount of Assets visible on your Account;
11. You have regular access to the internet and you have provided us a valid email address which we can use to communicate with you;
12. You will conduct yourself in a civil manner in all your interactions with us.

Should you not fulfill the conditions for creating a User Account and/or benefiting from the Services, You shall immediately refrain from doing so. In any event, the Company reserves the right to refuse Services to any User at any time.

11.6. If you create a User Account, you are solely responsible for maintaining the confidentiality of your passcode and are responsible for all activities that occur in relation to your User Account, including your Wallet(s). The Company will not be liable for any loss or damage from your failure to maintain the security of your

User Account and passcode. You may not disclose your passcode to any third party, and you are solely responsible for any use of or action taken under your passcode through the Website.

11.7. You hereby acknowledge and agree that you may not be able to access all or some Services through the Website outside of the jurisdictions where the Company is regulated and/or entitled to conduct business. You acknowledge and agree that the Company may suspend or terminate, at any time and without prior notice, your authorization to use the Website and to access and use the Services through the Website.

11.8. You may not use the Website at any place or in any manner that would violate any Applicable Laws and/or regulations. Any offer of any feature, product or service is void where prohibited. You acknowledge and warrant that when traveling abroad, it is your duty to verify whether in the country where you are traveling, the Services are prohibited, as it is also your duty to check the local laws and regulations in order to make sure that you are not in any breach. Users who are located in restricted countries must refrain from using the Website.

11.9. The App cannot be used by persons who are on any trade or economic sanctions lists, such as, but not limited to, ES-, EU-, CH- or United Nations Security Council Sanctions List.

11.10. You must promptly notify us if You are or have become a PEP within the thresholds of the Applicable Laws or if You have a relative that is or has become a PEP within the thresholds of the Applicable Laws.

12. YOUR USER ACCOUNT

12.1. By using and/or registering on the Website you agree to:

1. The content of these Terms, the Execution-Only Mandate Agreement applicable to you, the Privacy Policy;
2. Review and understand the Company's AML Policy;
3. Maintain and promptly update the Personal data and any other information you provide to the Company, and to keep such information accurate, current and complete;
4. Maintain the confidentiality of your passcode and other information related to the security of your User Account;
5. Refrain from providing any wrong or misleading information in your User Account and/or during the KYC Process;

6. Be fully responsible for all use of your User Account and for any action that takes place through your User Account;
7. Not impersonate anybody by opening a false User Account;
8. Not use robots, scrappers or other tools to open Accounts or extract Personal data or information from the Website.

12.2. If You provide false or misleading Personal data or do not notify the Company of changes to your Personal data immediately, the Company reserves the right to terminate or suspend your User Account immediately and without notice to you or any liability of whatever nature. You understand and agree that you shall not circumvent or attempt to circumvent any Company's policy about your User status such as temporary or definitive suspensions or other type of access limitations or restrictions. The Company retains the right to cancel User Accounts that have been inactive for a long time or are considered to be misleading without prior notice to the User.

12.3. The Company reserves the right to reject any registration and to refuse Services to anyone for any reason, in its sole and absolute discretion, without any obligation to indemnify such Visitor. Any loss or compromise of your electronic device or security details may result in unauthorized access to the Website by third-parties and the loss or theft of Assets held in your Account. You hereby agree to consider your access credentials as confidential information, and you understand to not disclose such information to a third party.

12.4. You can use your User Account on multiple electronic devices. It is therefore your sole responsibility to ensure that all the electronic devices used are properly secured and that unauthorized access to the Website is not permitted. Any unauthorized access to the Website on any electronic device by third-parties could result in the loss or theft of Assets held in your Account.

12.5. You hereby agree to consider your access credentials as confidential information on any electronic device you use, and you understand to not disclose such information to any third party.

12.6. Lost Access. If you lose access to your User Account, We will be able under certain conditions to get back access to your User Account. The procedures outlined in the "Forgot?" toggle will need to be followed by you in order to regain access to the User Account.

12.7. You are solely responsible to safeguard your Paper Key. We do not store information related to your Paper Key and we do not have access to your Paper Key. If you lose your Paper Key you won't be able to retrieve your Account using the Paper Key. If you lose access to your User Account, we will be able under

certain conditions to revert your User Account. The procedures outlined in the “Forgot?” toggle will need to be followed by you in order to regain access to the User Account.

12.8. You may close your User Account by providing written notice to the Company, and upon receipt of such notice, a hold will be placed on your User Account to allow any then pending transactions to clear. After notifying us of your desire to close your User Account, we may terminate your ability to transact in your User Account and only permit you to request a withdrawal in respect of the remaining available Assets associated with your User Account. Closing your User Account will not affect any rights and obligations incurred prior to the date of User Account closure. All Assets must be withdrawn before the closing of your User Account will be finalized.

13. PORTFOLIO STATISTICS

13.1. We provide statistics in your User Account in order to provide you with a better understanding of your Assets, Withdrawals, profit/loss. These statistics are provided for information purposes only. Although effort has been made to provide complete and accurate information, we make no warranties, express or implied, or representations as to the accuracy, completeness or reliability of content on these statistics. We assume no liability or responsibility for any error or omissions in the information contained herein. We may discontinue showing this information at any time without notice.

13.2. Any social media posts, advertising material, video content, articles, blog posts as well as any content which is produced by the Company or any Related Entity is purely informative and shall not serve as investment advice, marketing of financial products or as a personal recommendation to you.

14. STATEMENT OF ACCOUNT

14.1 A statement of your User Account, including the amount and type of your Assets, may be accessed in electronic format for viewing online at the applicable page in your User Account. We use commercially reasonable efforts to ensure that the information contained in your User Account statements is accurate and reliable; however, because the information is provided real-time, errors may occur.

14.2. If you believe that your statement of your User Account contains any errors, please notify us immediately of such error, along with any additional information concerning the error. If we do not hear from you within five (5) business days after

the applicable transaction and/or any fee (if applicable), such transaction and fee will be deemed accepted by you and will no longer be subject to be allowed to challenge the information in line with this Section.

15. FEES

15.1. By clicking “Confirm”, you are giving your consent for fees to be deducted by the Company for the Execution of an Order.

15.3. The Transaction Price shown in the Website is the net of Processing Fees. Therefore, the Processing Fees are charged for every Transaction carried out on the App.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. The Company reserves all right, title and interest in its and any possible affiliates' Intellectual Property Rights in and to the Execution Interface, the Website and/or the Services, the Company name, the domain names and the Website Content. Intellectual Property Rights and all other proprietary rights in relation to the Website Content available on or through the Website (including but not limited to the Execution Interface, software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information and their selection and arrangement for the Website, but excluding the Exchange API and software) are the exclusive property of the Company or its licensors.

16.2. With regards to the Website Content, Intellectual Property Rights also include rights to (i) the Website (ii) the Execution Interface (iii) the Services provided by the Company or any Related Entity and (iv) all designs, layouts, software, databases, interfaces, displayed and technical information associated with the Services or the Website.

16.3. All Intellectual Property Rights in and to the Website Content not expressly mentioned herein are reserved to the Company. All copyright and other proprietary notices shall be retained on all reproductions of the Website Content. Any other use of the Website Content, including but not limited to the distribution, reproduction, modification, the making available, the communication to the public, publicly performance, framing, downloading, displaying or transmission, including

the creation of any derivative work in whole or in part, without the prior written consent of the Company is strictly prohibited.

16.4. You may not derive or attempt to derive the source code of all or any portion of the Website, Execution Interface, software or mobile software (hereinafter referred to as “**Software**”), permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof. The Company shall retain all Intellectual Property Rights and other rights in and to the Software, and any changes, modifications or corrections thereto, subject to open source software used in relation to the Website.

16.5. The Company, together with its licensors expressly reserves all Intellectual Property Rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other materials, which appear on the Website. Access to the Services does not confer and shall not be considered as conferring upon anyone any license under any third party's intellectual property rights.

17. LICENSE

17.1. Subject to strict compliance with these Terms and for the purpose of using the Website and benefiting from the Services, the Company grants you a limited, non-transferable, non-exclusive, non-sublicensable, revocable license to:

1. Use and display the Website Content on your computer screen or mobile devices, such as smartphones or tablets;
2. Place Assets onto your Wallet(s);
3. Access your User Account ;
4. Use the App, particularly the Execution Interface, for placing Order(s);
5. Using the App and benefiting from the Services in accordance with their intended purposes, subject to your strict compliance with these Terms, Applicable Laws and any of our policies.

(all together hereinafter referred to as the “**License**”).

17.2. We are constantly modifying and improving the Website and/or our Services. We may at any time introduce new features, change existing features, or remove features from the Website and/or Services at any time and without notice.

17.3. The License granted to you by the Company will automatically extend to any new feature or Service available on or through the Website. The License is granted to you subject to the payment of any fees which the Company may impose whenever a Transaction is carried out by you. In the event that the Company, at its sole discretion, suspends or terminates the possibility of the User to make use of the Website or Services, the License granted by the Company is immediately revoked without any reservation and the User Account shall be closed with immediate effect.

18. REVIEWS, FEEDBACK & COMMENTS

18.1. If you provide us with any feedback on or comments regarding the Website and/or the Services, you grant the Company the right to use such feedback or comments for any purpose without restriction or payment to you. You consent that these comments and reviews are displayed on the Website.

18.2. Upon posting any reviews, comments or ratings, you hereby assign all your Intellectual Property Rights that may exist on your reviews to the Company.

18.3. You hereby irrevocably release the Company from and waive all rights against the Company in respect of any liability arising out of or in connection with the publication of any defamatory, infringing or illegal reviews about you.

18.4. You agree to fully indemnify (including Court and attorney fees) and hold harmless the Company and Related Entities (including its respective employees, directors and representatives) against any claim or action brought by a third party, arising out of or in connection with any of the reviews left by you. Should you have any claim against any other User, you shall address such dispute directly to such User.

19. CLOSING YOUR ACCOUNT

19.1. You may close your User Account by providing written notice to us, and upon receipt of such notice, a hold will be placed on your User Account to allow any then pending transactions to clear. After notifying us of your desire to close your User Account, we may terminate your ability to transact in your User Account and only permit you to request a withdrawal in respect of the remaining available Assets associated with your User Account. Closing your User Account will not affect any rights and obligations incurred prior to the date of User Account closure.

19.2. All Assets must be withdrawn before the closing of your User Account will be finalized. Any Asset that you cannot transfer out and/or which remains on your

User Account after the closing of your User Account shall be held by the Company which will have title to such Asset.

20. PROHIBITED ACTIONS

20.1. When using the Website and/or the Services, you shall not, including but not limited to:

1. Disclose your User Account login referentials. We will never ask you for your credentials by telephone or email;
2. Falsely state or otherwise misrepresent yourself or impersonate any other User or person;
3. Authorize third-parties from using your User Account. You should not authorize at any time a third-party to use your User Account. If, however you grant access to a third party, you are solely responsible for granting access to the Website to any third parties and the consequences thereof;
4. Share your User Account with another individual or entity. At any time, you should refrain from disclosing your credentials to a third-party;
5. Copy, in whole or in part, any of the information on the Website or Website Content other than for the purposes contemplated by these Terms;
6. Exploit the Website or the Services or any part of it for any commercial purpose, including any advertisement for your own or any other person's products and services;
7. Copy, adapt, modify, perform, translate, reverse engineering, disassemble or decompile any of the software underlying the Website, including the Execution Interface;
8. Duplicate, copy or reproduce any part of the Website or the Services;
9. Create or maintain any unauthorized connection to the Website;
10. Disseminate, launch or use viruses, trojan horses, and other malware using the Website;
11. Use automated programs and scripts in particular, for the collection of the information on the other Users of the Website;
12. Copy, modify, distribute or sell any part of the Website or Services;

13. Introduce any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website, the Services or the interests or property of the User or of the Company;
14. Introduce backdoors or malicious code that exploits system flaws and vulnerabilities and is used to facilitate remote unauthorized access to a computer system or program;
15. Carry out permanent denial of service attacks (PDoS) attack which results in denying the Company or any Third-Party Service Providers;
16. Copy, modifying, distributing or selling any part of the Services and/or the Website;
17. Interfere or attempt to disrupt the Services and/or the Website in any way;
18. Create any derivative works based on or using the Website;
19. Use the Website and the Services for any public display, public performance, sale or rental;
20. Use Company's data or Users' data to develop, create, register, list, trade, clear, or settle any investment product or financial product of any kind;
21. Knowingly or recklessly use and/or take advantage of a technical or technological error, loophole or glitch in the Website or Services;
22. Re-distribute the Website or the Services;
23. Remove any copyright or other proprietary notices from the Website Content or, falsify or delete any author attributions, legal or other proper notices or labels of the origin or source material that is uploaded or otherwise provided by you;
24. Frame or utilize any framing techniques in connection with our Site, the Services or the Materials;
25. Use meta-tags, pay-per-click advertising, or any other "hidden text" using our Website's name or marks or the Company's trademarks;
26. Re-sell, deep-link to any page of the Website, use, copy, monitor (e.g. scrape), display, download or reproduce any content or information, software or Services available on the Website.

20.2. You also warrant that You will not, including but not limited to:

1. Copy the Website, the Website Content the Execution Interface or any part of the Website;
2. Copy, reproduce or modify the whole or any part of the Website or the Execution Interface, or permit it to be combined with, or become incorporated in any other programs, except as necessary to use the Website on devices as permitted in these Terms;
3. Attempt to reverse engineer the Website (except as permitted by law), source code or the Execution Interface;
4. Use the Website in any unlawful manner or for any unlawful purpose, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, for illicit Transactions or activities, ransoming data or the financing of terrorism, or other violent activities;
5. Use the Website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users;
6. Collect or harvest any information or Personal data from the Website or our systems or attempt to decipher any transmissions to or from the servers running the Website and/or storing the Personal data;
7. Circumvent any encryption or other security tools used anywhere on the Website or in conjunction with the Services (including the theft of usernames, passwords or API keys or using another person's username, password or API key in order to gain access to a restricted area of the Website);
8. Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, or otherwise assign to any third party the Website Content, the Personal Data or the Services or any of your rights to access and use the Website;
9. Use any Website Content or information on the Website or included in the Services in any manner that infringes any copyright, trademark, patent, trade secret, publicity or other proprietary right of any party;
10. Upload or attempt to upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's property;

11. Upload, post, email or otherwise transmit to us any submission that you do not have a right to transmit under contractual, fiduciary or other relationships (such as inside information, trade secrets, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
12. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation using the Website, Website Content or the Company’s trademarks;
13. Restrict or inhibit any other User from using and enjoying the Services;
14. Harvest or otherwise collect information about other Users of the Website, including email addresses or other personally-identifiable information;
15. Use the Website or the Services to pay for, support, receive proceeds from or otherwise engage in any illegal gambling activities;
16. Upload, post, email or otherwise transmit any material that is illegal, immoral, obscene or defamatory of any person;
17. Do anything that may adversely affect proper operation of the Website or the Services and the reputation and goodwill of the Company;
18. Manipulate our billing process in order to appropriate fees owed for the Services rendered;
19. Use the information, material available on the Website and the Website Content for competing, directly or indirectly, with the Company or any Related Entity;
20. Violate any applicable laws, regulations or policies, or these Terms.

20.3. Should you do so, please be informed that you may be irrevocably banned from using the Services and the Company reserves to claim for damages and/or to request injunctions.

20.4. If you breach any of these conditions, representations and warranties under these Terms or the Applicable Laws, we may terminate your use of the Website and take legal actions under the Applicable Laws and these Terms.

21. SUSPENSION AND TERMINATION OF YOUR ACCOUNT

21.1. Without limiting other remedies that may be available to us, we also reserve the right, in our sole and absolute discretion, but subject to applicable laws, to block access to or to suspend, close or terminate your User Account, refuse to let you purchase or withdraw Assets, and freeze Assets or your User Account, at any time, with or without advance notice, if:

1. We believe, in our sole and absolute discretion, that you have breached these Terms;
2. You provide incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading;
3. You are located in a country where the Website cannot be used in accordance with the local laws and regulations;
4. You breach any payment or delivery obligation or other term of the Terms, any other agreement with us, or any term of any arrangement you have with any financial institution, or any financial institution has suspended or terminated your use of any financial services;
5. You engage in abusive behaviour, as determined in our sole and absolute discretion including, without limitation, actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to the Website, through password mining or any other means; use the User Account information of another person to access or use the Website; or transfer your Account access or rights to your User Account to a third party, unless by operation of law or with our express permission;
6. We believe, in our sole discretion, that your actions interfere with another individual's or entity's access to or use of the Website; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Website about others, including without limitation email addresses, without proper consent;

7. We are unable to verify or authenticate any information you provide to us in your KYC;
8. We believe, in our sole and absolute discretion, that your actions may cause legal liability for you, our Users or us;
9. You send any type of Virtual Currency to the Virtual Currencies Custodian using any source that you do not have the legal right from which to transfer such Virtual Currencies;
10. We have reasonable suspicion that you are directly or indirectly using the Website in a way which would violate, or assist in violation of, any law, statute, ordinance, or regulation or sanctions programs, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information in violation of applicable law or regulation, or these Terms;
11. We are directed to do so by law enforcement, regulatory authority or court order;
12. We are required to do so by applicable law or regulation;
13. Your User Account is subject to pending litigation, investigation or governmental proceeding;
14. You become insolvent or any of your Assets are subject to insolvency proceedings;
15. You disaffirm, disclaim, repudiate or reject, in whole or in part, the Terms or any transaction undertaken by you through the Website;
16. We believe that someone is attempting to gain unauthorized access to your User Account;
17. You are convicted of a tax or other crime in any jurisdiction;
18. We believe there is unusual activity in your User Account or that your User Account is being operated or the Website is being used by you in an irregular or improper manner;
19. Any of your Assets are subject to enforcement of a judgment or are expropriated, compulsorily acquired or resumed on any basis;
20. Your User Account is empty, inactive or has not been accessed for more than one (1) year;

21. Anything occurs which, in our opinion, is likely to have a material adverse effect on your ability or willingness to comply with your obligations under the Terms; or

22. Subject to applicable law, for any other reason in our sole and absolute discretion.

In addition, we may discontinue the Website at any time. For the avoidance of doubt, our rights under this provision do not affect any other right under these Terms and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

21.2. The Company is not responsible for any loss of value of Assets to your User Account resulting from the suspension or closing of your User Account for any of the reasons listed above, including your violation of these Terms or from any government seizure or forfeiture. To the fullest extent permitted by applicable laws, you agree that neither we nor any third party acting on our behalf shall be liable to you for any termination of your access to any part of the Website

22. FRAUD DETECTION

22.1. You must notify us immediately if you suspect or become aware of any fraud or unauthorized use of your User Account or any other breach of security by sending us an email at support@cocoricos.io.

22.2. Upon receipt of written notice from you that the security of your User Account has been compromised, the Company will take reasonable steps to protect your User Account, including, for example, to prohibit actions initiated by the compromised User Account until your User Account is not frozen anymore or other security feature is activated. The Company is entitled to accept and rely on Orders, authorizations, instructions and any other actions coming from your User Account before you warn us that your User Account has been compromised.

22.3. If You share your device with others, the Company will not be liable for any loss that You may incur as a result of someone else using your User Account with or without your knowledge. The Company will ensure all Personal data or any form of data which is subject to the Privacy Policy that the Third-Party Service Providers request to be provided, including those needed for fraud checks, are provided to the Third-Party Service Providers with each Transaction submitted for processing.

22.4. You hereby agree to provide the Company upon the first request with all data requested by the Company for processing your Transaction. All Transactions

processed by the Third-Party Service Providers will be screened and a number of checks on the Transactions will be done by the Third-Party Service Providers.

23. UNCLAIMED ASSETS

If there are Assets to your User Account and there has been no activity in your User Account for a period of more than five (5) years or as otherwise prescribed by applicable law, we may be required to report this as unclaimed property in accordance with abandoned property. If this occurs, we will use reasonable efforts to provide written notice to you. If you fail to respond to any such notice within seven (7) business days of receipt, or as otherwise required by law, we may be required to withdraw such Assets on your behalf and deliver any Asset to the applicable jurisdiction as unclaimed property. We reserve the right to deduct a fee or other administrative charges from such unclaimed Assets, as permitted by applicable law.

24. LINKS AND LINKING

24.1. Third Party Links. Some websites, apps and resources that are framed or linked to or accessible from the Website are owned and operated by third parties. Because we have no control over such websites and resources, you understand, acknowledge and agree that the Company is not responsible or liable for the availability of such external websites or resources, and do not screen, offer or distribute or endorse such websites or the content, products, including financial products, advertising or other materials presented therein, and is not responsible or liable for any such content, advertising, services, products, including financial products, or other materials on or available from such websites, apps or resources.

Use of any website or app or resource controlled, owned or operated by third parties is governed by the terms and conditions of use (including privacy policies) for those websites, apps or resources and not by the Terms or our Privacy Policy. We reserve the right to terminate any link or linking program at any time.

24.2. No Liability; Indemnification. You further understand, acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with use of or reliance on, any such third-party content, products or services available on or through any such website, app or resource. If you decide to access any such third-party website, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

You hereby agree to defend and hold harmless the Company from and against any and all losses that may result from your use of links that may appear on the Website or via the Services.

25. TAXES

You are aware and accept that we do not provide any legal or tax advice. You are responsible for your compliance with any tax laws, regulations and guidelines which affect the Transactions which you carry out through the Execution Interface. We are not responsible for the verification of your taxation/fiscal integrity. If you are unaware of your fiscal obligations, if need be, you will seek the advice of a lawyer or tax expert.

26. ELECTRONIC COMMUNICATIONS

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

26.2. By using the Website, you agree to receive electronically any communications related to your use of the Services and/or the Website, including emails by the Company regarding reduction of Fees for the use of the Website. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by You shall be deemed delivered and effective when sent to the email address you provide using the Services for your User Account.

27. TRADEMARKS

27.1. Company's names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of the Company or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Services. Access to the Services does not authorize anyone to use any name, logo or mark in any manner whatsoever.

27.2. "Mantera" is a registered trademark as a name and logo and www.mantera.net a domain name owned by the Company. The trademark

"Mantera" together with the other graphics, logos, layouts, designs, page headers, button icons, scripts and service names on the App are the trademarks or trade dress of the Company (referred to as the "**Trademarks**").

27.3. You may not use the Trademarks, including as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Company endorses any product or service. You may not reproduce or use the Trademarks without the prior written permission of the Company.

27.4. Any goodwill accruing out of the use of the Company's and the Trademarks, trade and business names and service marks will vest in the Company and its affiliates, as the case may be.

28. RISK DISCLOSURE

You shall assume responsibility for any of the risks listed in these Terms and any other risks, assumptions and decisions involved.

a. General risks associated to blockchain technology

You acknowledge that the risks related to your use of the Website include (but are not limited to):

- Through the use of Virtual Currencies, risks and losses can be substantial and may occur over a short period of time;
- Virtual Currencies are generally not legal tender, and are not backed by a central bank, government or, in general, legal entities. This may increase price volatility of such Virtual Currencies and exposes investors to a heightened risk of loss which may include the entire value of their investment in a Virtual Currencies;
- Legislative and regulatory changes or actions, both domestically and internationally, may adversely affect the use, transfer, exchange and value of Virtual Currencies;
- Regulation of blockchain networks and Virtual Currencies is nascent, but is likely to evolve significantly. The form of regulatory evolution is uncertain and may vary significantly across jurisdictions. New laws and regulations may inhibit the development and growth of blockchain networks and the adoption and use of Virtual Currencies which may have a material adverse impact on the value and liquidity of Virtual Currencies;

- Blockchains underlying Virtual Currencies may “fork”, and we may not support the forked Virtual Currencies promptly or at all. The occurrence of a fork would result in multiple versions of the blockchain network running in parallel, but with each version of Virtual Currency, lacking interchangeability which may negatively impact the value and liquidity of such Virtual Currencies;
- Transactions in Virtual Currencies are irreversible, and accordingly, losses due to fraudulent, hacked or accidental transactions will not be recoverable;
- Some Virtual Currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you, or any other person, initiate the transaction;
- Virtual Currencies in a given address are controlled by the private key of the holder of the address. If the private key is compromised or lost, the Virtual Currencies in that address may be stolen or lost and otherwise unrecoverable;
- Virtual Currencies may rely on source code which may contain flaws, bugs, defects or inconsistencies which could compromise the predictability, usability, functionality, stability and security of such Virtual Currencies. In addition, source code modifications or updates may lead to unexpected or unintended outcomes which may adversely affect the utility or functionality of the Services or other Virtual Currencies;
- Blockchain networks underlying Virtual Currencies may face governance issues which may significantly impact the market price of a Virtual Currency.

The Company does not own, govern or control the underlying software protocols of blockchain networks that govern the operation of Virtual Currencies. In general, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. The Company is not responsible for the operation of the underlying network protocols, and does not make any guarantees regarding their security, functionality, or availability.

The nature of Virtual Currencies may lead to an increased risk of fraud or cyberattacks and may mean that technological difficulties experienced by a third party may prevent access to, or use of, your Virtual Currencies.

Blockchain networks may be the target of malicious attacks or 51% attacks seeking to identify and exploit weaknesses in the software or the protocol, including through the introduction of weaknesses and bugs into core infrastructure of the network and open source code which may result in the loss or theft of Virtual Currencies.

b. Volatility Risks and Financial Losses

By using this Website, You acknowledge and understand the purpose and complexity of Virtual Currencies, markets any systems based on distributed ledger technology, how their storage is carried out and how they are transmitted and how its full framework are significant and sufficient, and you shall assume responsibility for any of the Risks listed in these Terms and any other risks, assumptions and decisions involved.

You should ensure that you have appropriate financial resources to request for the Execution of Orders, and that you have the ability to bear any losses that may arise from your trading activity. You should not rely on being able to generate profits in order to pay down or relinquish any credit or financing you might have entered into. You acknowledge that the Company and the Related Entity does not provide any financial advice or any form of advice in relation to the Transactions you intend to Execute.

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

There is also a high-risk of loss which may result from the coordinated purchase and/or sale of Virtual Currencies which may result in an adverse effect on the prices of the Assets which are available within your User Account. You understand that the Company cannot predict or foresee the possibility of a coordinated purchase and/or sale carried out by an individual third-party or multiple third-parties. Therefore, you will not hold the Company liable for any losses which may result from these instances.

As a result of such fluctuations, you are also aware that the Virtual Currencies which You purchase may not retain the same Transaction Price or above that Transaction Price and important losses may be incurred with potentially no profit or return.

The Market Price of Virtual Currencies which appear in your Wallet or which you intend to Execute a Transaction are subject to various factors of price volatility which include, but are not limited to: (i) actual or anticipated fluctuations in the

financial condition of the market; (ii) market expectations for the financial performance of Virtual Currencies; (iii) the perception of the success and impact of Virtual Currencies; (iv) the entrance of new individuals within the market, who may enter through other mediums and not necessarily from the Website; (v) new products in the markets of the Company; (vi) actual or anticipated sales of the Virtual Currencies; (vii) the (il)liquidity of the market for Virtual Currencies; (viii) new laws or regulations or changes in interpretations of existing laws and regulations affecting the Virtual Currencies market (ix) general market and economic conditions; (x) confidence in the Fintech industry and/or in distributed ledger technology and/or in Virtual Currencies; (xi) expiration of any lock-up undertakings related to the Virtual Currencies offered on Exchanges to which the Execution Interface is interfaced; (xii) expiration of the twelve (12) month period for not using Rewards earned in the Community Website; (xiii) announcements of developments related to the Company's business; (xiv) local market conditions; (xv) the absence of secondary market or demand for Assets; (xvi) the termination of the obligatory Staking period for the benefits.

The price and liquidity of Virtual Currencies have historically been subject to high levels of volatility and significant price fluctuations and may continue to be subject to such volatility in the future. Virtual Currencies are relatively new products and technologies and their acceptance as a form of payment remains limited. In addition, a significant proportion of demand for Virtual Currencies may be generated by speculators seeking returns based on price volatility. As a result, Virtual Currencies are highly susceptible to a wide range of external factors which may have a disproportionately negative impact on the value of such Virtual Currencies as compared with traditional assets.

The Company does not provide, nor can it control, the prices for the Assets for which Orders may be Executed on the Website. The Market Price of the Virtual Currencies is influenced by a broad array of factors and can change rapidly and unexpectedly, meaning the value of those Virtual Currencies and your related profits and losses on your Assets, can also change rapidly and unexpectedly.

Amongst other things, prices of Virtual Currencies can be subject to gapping (where the price of the Virtual Currencies opens significantly above or below the previous day's closing price) and slippage (where the price the Virtual Currencies and/or Fiat Assets is Executed at is different to the price to that which was quoted at the time the Order was submitted), especially in periods of market volatility.

Market Price and volume fluctuations are often experienced with regards to Virtual Currencies. Such fluctuations as well as the economic situation of the financial markets may have a significant negative effect on the value of Virtual Currencies, regardless of the operating results and the financial position of the

Company and the Related Entity. Fluctuations in the Market Price of Virtual Currencies may result in a negative impact on the Virtual Currencies offered by the Exchanges interfaced to the Execution Interface.

c. Risks related to Exchanges

The Company cannot ensure that an active and liquid trading market for Virtual Currencies will exist and that the Market Prices presented for Virtual Currencies on Exchanges interfaced with the Execution Interface will not decline. The liquidity of any Exchange will depend on the number of purchasers and sellers, the market for similar instruments, the market capitulation of the Virtual Currencies and other factors beyond the Company's and/or the Related Entities' control.

By using the Website, You acknowledge and understand the purpose and complexity of Virtual Currencies. You also acknowledge and understand that any systems based on distributed ledger technology, how their storage is carried out, how they are transmitted as well as the and full framework are significant and sufficient, and the tradability of Assets requires them to be traded on an Exchange. The Company cannot guarantee for the listings on Exchanges. In case of a listing on an Exchange, Virtual Currencies could be subject to considerable fluctuations in value and Market Price and that the Virtual Currencies can therefore also exhibit increased or high volatility.

This also concerns the future development of the Virtual Currencies and the exchange rate at which the Virtual Currencies could possibly be exchanged into other Virtual Currencies in the future. A forecast of the future performance of the Virtual Currencies or market liquidity is therefore not possible to be given and shall not appear on the Website.

However, there is an indication of the trends with which You Execute Orders. You shall be solely responsible for the interpretation which results in you carrying out a Transaction. In particular, no statements will be made regarding how much liquidity is available or could become available for the Virtual Currencies. As a consequence, there can be no assurance (i) that liquidity on the Exchange will develop or continue after the Transaction, (ii) that the Market Price of the Virtual Currencies exhibited by Exchanges will not decline below the Transaction Price or that (iii) other individuals in the market will be able to sell their Virtual Currencies quickly. You are solely responsible for the Orders you pass through the Website and the Execution Interface.

The Transaction Price may not be indicative of the Market Price of the Virtual Currencies after completion of the Transaction. The Market Price exhibited on the Exchanges to which the Execution Interface is interfaced will depend upon several factors which are beyond the Company's control. These factors include, but are not limited to: (i) market expectation of Virtual performance or financial

condition; (ii) fluctuations in the financial positions or operating results; (iii) general market and economic conditions; (iv) announcements by foundations or companies have launched the Virtual Currencies, their business, their customers and their suppliers and any other secondary markets which are not interfaced to the Execution Interface.

It is unclear, according to the current state of the law and case law, whether and to which extent the transfer of Virtual Currencies will be treated under the law of the country from where the Virtual Currency is launched. Therefore, the User acknowledges that activity which was deemed to be legal in a country where the Services are offered may be deemed to be illegal upon a change of law or due to the introduction of a directive, guideline or regulation from a governmental authority.

You have the sole responsibility of monitoring the value of the Assets you hold and you should ensure that you can access the Website on an ongoing basis so as to do this.

By using the Website, You hereby understand and acknowledge that any Virtual Currency that you place on your User Account may be held on your behalf by the Company in a Cocoricos Account, for operational purposes only. You hereby acknowledge and understand that there are risks associated with holding Virtual Currency on our platform, including but not limited to Security Breaches.

Blockchain protocols are entirely digital and, as with any virtual system, are at risk from hackers, malware and operational glitches. Even though our platform take various steps to preserve the security, Virtual Currencies which are held in wallets provided by our users remain vulnerable to hacking. If a thief gains access to one or more wallets (i.e. by stealing the private encryption key to the Exchange wallets), he/she could transfer the stolen Virtual Currencies to another account. Due to the fact that Virtual Currency transactions are irreversible, this could be a problem.

d. Risks associated to Custody Wallets and/or Wealth Management Solutions

The Company does not own or control any of the smart contracts or wallets' underlying source code of Blockchain Protocols.

There are risks of cyber threats or hack when placing the Virtual Currencies into Yield Programs, which may lead to losses or damages since Yield Programs are based on smart contracts. Yield Programs and/or underlying smart contracts and/or wallets may be hacked and/or controlled by hackers which may take control over Virtual Currencies transferred to Yield Programs. If this happens, Yield Programs will not be in a position to refund the Users.

There is no warranty that the Yield Programs and/or Yield Program Gateway(s) are covered by an insurance policy or insurance scheme which covers Yield Programs and/or Yield Program Gateway(s). The Company does not guarantee that the Yield Programs Gateway(s) secure the Virtual Currencies which are transferred to the Yield Programs. There is, therefore, an important counterparty risk when placing Virtual Currencies into Yield Programs.

The Company excludes all liability risks of default or any other risk other than contractual risk. There is a potential risk that, like any organization, the operations may not continue indefinitely or may not be able to pay the yield. The Company does not guarantee that the Yield Programs will hold the funds segregated and it cannot guarantee what occurs with the funds.

The regulatory status of the Yield Programs is currently unsettled. It is possible that in the future, certain laws, regulations, policies or rules relating to the Yield Programs' business models or operations may be implemented, which would directly or indirectly affect or restrict the Yield Program Gateway(s) and the Yield Program Services on the App.

e. Liquidity Risks

The Fiat Assets or Virtual Currencies made available on the Exchanges which are interfaced with the Execution Interface are all admitted to trading on the Exchanges. However, it is not guaranteed that there will be enough demand to carry out the Transaction when you place your Order(s). In some circumstances, such as instances of market volatility or where any Exchange has been suspended or otherwise restricted, it could also not be possible to carry out the Transactions within the App.

f. Risks related to Profile Statistics

These Risks are related to information provided on the Website regarding your Assets and includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data and Daily Analysis. The information provided by us on the App Content or Website Content is not intended as advice.

The Company and all Related Entities (including its employees) does not endorse or approve the information and we make it available to you only as a service for your own convenience. The Company and its Third-Party Service Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of any of the App Content or Website Content or warrant any results from your use or reliance on the information.

Any information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither the Company and any related entity nor the Third-Party Service Providers or Exchanges have an obligation towards the User to update any information or opinions or Market Prices.

g. Cyber security attacks

The Company cannot warrant that there will be no threats or security risks or hacks to the App, the Software, the accounts, the servers within the Company which operate the Website or the Execution Interface.

The Company cannot warrant that there will not be interruptions to the Services due to failures of Exchanges which are interfaced to the Execution Interface, due to the failure of the operations of the of the Virtual Currency Exchange.

Code cracking or technical advances such as the development of quantum computers, could present a risk for all distributed ledger technology. This could result in the theft, loss, disappearance, destruction or devaluation of Virtual Currencies.

The source code underlying the App, the Execution Interface, the Exchanges to which the Execution Interface is interfaced and the source code underlying the Virtual Currency could be updated, amended, altered or modified from time to time. There can be no guarantee that such update, amendment, alteration or modification will not adversely affect the functionality of the Virtual Currency.

The Company and/or Related Entities do not own or control the underlying software protocols which govern the operation of Virtual Currencies available for exchange on the Website. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. The Company and/or Related Entities is/are not responsible for operation of the underlying protocols and makes no guarantee of their functionality, security, or availability.

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

The Company may, in the event of a fork, freeze the exchanging of the Virtual Currencies which are affected by this change in technology until the User has decided as to which version of the protocol it will support. The Company may choose to not allow Transactions for a Virtual Currency which underwent a hard fork.

In the event of such a freeze, the User will not be able to perform any Transaction related to this Virtual Currency. Such a freeze may occur after the hard fork has started to take effect. This could lead to significant uncertainties as to the Market Price of Virtual Currencies which has been transferred immediately before the freeze has been implemented. Hackers or other groups or organizations may also attempt to interfere with Wallets managed by the Virtual Currency Custodian through Sybil attacks, phishing, spoofing, smurfing, malware attacks, consensus-based attacks and attacks related to any change of control within the distributed ledger technology network.

It is important to understand these risks due to the fact that the Company does not hold the Assets itself.

ALSO, BY USING THE APP, YOU HEREBY UNDERSTAND AND ACKNOWLEDGE THAT ANY VIRTUAL CURRENCIES THAT YOU PLACE ON YOUR USER ACCOUNT COULD BE TEMPORARILY HELD ON ANY OF THE EXCHANGES OR WITH A THIRD-PARTY SERVICE PROVIDER FOR OPERATIONAL PURPOSES ONLY. BY USING THE WEBSITE, YOU HEREBY UNDERSTAND AND ACKNOWLEDGE THAT YOUR ASSETS COULD BE AT A RISK BECAUSE OF HACKS OR SECURITY RISKS, WHICH COULD RESULT IN A THEFT OR LOSS OF ANY OF YOUR VIRTUAL CURRENCIES.

h. Legal risks

Generally, the regulation related to the operation of the Website and the Execution Interface embedded into the Website, as well as the regulation of Virtual Currencies, Exchanges, Yield Wallets, Yield Programs is likely to rapidly evolve. These foregoing regulations can also vary significantly among international jurisdictions. Such regulations are therefore subject to significant uncertainty.

The way your Assets will be held by the Company, by the Virtual Currency Custodian may also have regulatory consequences which cannot be foreseen by the Company, although it struggles to adapt to the ever-changing regulatory practices.

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

Such laws, regulations or directives may conflict with the Company's current understanding of the legal landscape or may directly and negatively impact the

Company's Services. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Company.

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

Future changes in national and international laws and other regulations may affect the Company's operations and/or the way the Website operates and/or the availability of the Services. The Company acknowledges that it is exposed to national laws and cross-border legislation embodied in laws and directives in the areas of tax, anti-money laundering and financial services. Further, it cannot be excluded that changes in the regulatory environment will adversely affect the Website and/or the provision of the Services.

The tax treatment of Virtual Currencies is uncertain and may result in adverse tax consequences. The use of Virtual Currencies to make purchases may expose users to tax consequences that would not have resulted had their purchases been made in a Fiat Assets and the purchase and use of Virtual Currencies may have adverse tax consequences including withholding tax, income taxes and tax reporting requirements. Users must seek their own tax advice.

The Company does not exclude the possibility that the Virtual Currencies placed by you at the Virtual Currencies Custodian are returned back to your External Wallet. The Third-Party Service Providers have their own internal anti-money laundering policies and procedures which are applicable to any Assets which are available on your User Account.

Therefore, even though these Assets are accepted through the App and subject to the Company's AML Policy, you are also aware that there is the possibility that your Assets might be refused by the Third-Party Service Providers.

i. Reputational risks

A reputational risk of Virtual Currencies resulting from the wrongful behavior of some actors, including Yield Programs and/or Yield Program Gateways, in this field cannot be excluded by the Company and Related Entities. The materialization of such risk may have a negative impact on the Market Price of Virtual Currencies available on the Website.

j. Misrepresentation Risks

Virtual Currencies which are launched on an Exchange are usually supported by a white paper or prospectus, depending on whether the launched product is classifiable as a payment token, an asset token or a utility token. The content of the white paper or the prospectus is the responsibility of the entity or foundation which issues the Virtual Currency.

The Company does not assume responsibility for information within the whitepaper or prospectus which explains the purposes, scope or intent of a third-party when launching a Virtual Currency within an Exchange. If the Virtual Currency is available on any of the Exchanges to which the Execution Interface is connected, the User accepts and warrants that he/she will not hold the Company and/or any Related Entity liable for any misrepresentation of information or inaccuracies which are present in the whitepaper or prospectus of a Virtual Currency.

29. Service Provided “AS IS” and Release of Claims

29.1. THE SERVICES ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE COMPANY AND THE RELATED ENTITIES ALTOGETHER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, IN RELATION TO THE SERVICES ON THE APP AND THE TRANSACTIONS IT EXECUTES ON BEHALF OF THE USER AND BASED ON THE ORDERS GIVEN BY THE USER.

29.2. IN ADDITION, THE COMPANY DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THE SERVICES AND/OR THE WEBSITE AND/OR THE TRANSACTION EXECUTED THROUGH THE EXECUTION INTERFACE ON BEHALF OF THE USER. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES AND TRANSACTIONS CARRIED OUT ON YOUR BEHALF REMAINS SOLELY WITH YOU.

29.3. YOU AGREE THAT NEITHER THE COMPANY NOR ANY RELATED ENTITY NOR THIRD-PARTY SERVICE PROVIDERS IS/ARE RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY USER OR FOR ANY SERVICE PROVIDED BY ANY USER OR FOR THE TRANSACTIONS WHICH ARE

EXECUTED ON YOUR BEHALF AND BASED ON THE ORDERS WHICH YOU PLACE ON THE APP. NEITHER THE COMPANY NOR ANY RELATED ENTITY WILL BE LIABLE FOR ANY CLAIM OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY USER OR SERVICE AVAILABLE ON THE APP.

29.4. YOU AGREE NOT TO HOLD THE COMPANY OR ANY RELATED ENTITY LIABLE FOR ANY LOSSES RESULTING FROM MAKING ANY VIRTUAL CURRENCIES AVAILABLE ON THE WEBSITE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT WHETHER THE VIRTUAL CURRENCIES AVAILABLE ON THE WEBSITE ARE NO LONGER TRADED ON THE EXCHANGES CONNECTED TO THE EXECUTION INTERFACE.

29.5. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL ACCESS AND USE THE WEBSITE/ APP AND THE SERVICES AT YOUR OWN RISK.

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

29.7. If You have a dispute with one or more User(s), You agree to release the Company, any Related Entities and/or its Third-Party Service Providers (including our affiliates, and each of our respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

30. DOWNTIME

Since most of the Services are web-based, they might be subject to temporary downtime. From time to time we also update or maintain the Website, which will result in the Website not being available for a certain period of time. We do not warrant that the Website and the Services operate uninterrupted or error free. We also do not warrant that the Virtual Currency Custodian do not operate uninterrupted or error free. We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Website, suspension of your access to the Website, including any damage occurring as a direct or indirect result of a missed Transaction.

31. USER RESPONSIBLE TO UPDATE

You acknowledge that when we perform an update to the Website/ App, You would be required or asked to update the version of the Website/ App which is available on your device. We strongly recommend you to perform these updates immediately due to the fact that these updates might contain security patches, new services or availabilities which are not available on older versions. We are not responsible for any damages or losses suffered by you as a result of your failure to perform an update of the Website/ App.

32. LIMITATION OF LIABILITY

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

32.2. TO THE EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ANY LIABILITY (CONTRACT OR TORT) FOR ANY LOSS OR DAMAGES RESULTING FROM ORDERS PLACED ON OR THROUGH THE WEBSITE AND/OR ASSETS TRANSFERRED OUT TO YIELD WALLETS.

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

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

32.5. THE WEBSITE, ALONG WITH THE UNDERLYING EXECUTION INTERFACE, REQUIRES A WIFI OR INTERNET CONNECTION (THROUGH MOBILE DATA) IN ORDER TO FUNCTION. THEREFORE, THE USER SHALL NOT HOLD THE COMPANY AND/OR ANY RELATED ENTITY LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LOSSES WHICH MAY ARISE FROM THE FACT THAT THE USER DOES NOT HAVE SUFFICIENT WIFI OR

INTERNET CONNECTION IN ORDER FOR THE APP AND/OR THE UNDERLYING EXECUTION INTERFACE TO FUNCTION PROPERLY.

32.6. YOU HEREBY IRREVOCABLY RELEASE THE COMPANY AND ANY RELATED ENTITY (AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF THE USER'S INTERACTION WITH THE EXECUTION INTERFACE AND/OR THE WEBSITE AND THE TRANSACTIONS WHICH YOU INSTRUCT THE COMPANY TO CARRY OUT ON YOUR BEHALF.

32.7. TO THE EXTENT PERMITTED BY LAW, THE COMPANY, ALONG WITH ANY RELATED ENTITY, HEREBY EXCLUDES: (I) ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY; AND (II) ANY LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, LOSS OF INCOME, PROFIT OR REVENUE; LOSS OF BUSINESS; LOSS OF PROFITS; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL, USER INSATISFACTION, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, INCURRED BY ANY USER IN CONNECTION WITH THE WEBSITE, THE SERVICES, THE EXECUTION INTERFACE WITHIN THE WEBSITE OR THESE TERMS.

32.8. THE USER UNDERSTANDS THAT CUSTODY WALLET, WEALTH MANAGEMENT SOLUTIONS AND/OR YIELD PROGRAM GATEWAYS RELY ON TECHNOLOGY WHICH IS OPERATED BY THIRD PARTIES WHICH DO NOT FALL WITHIN THE SCOPE OF CONTROL OF THE COMPANY. THE USER UNDERSTANDS AND AGREES THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES WHICH MAY ARISE FROM OPERATIONS OR LOSS ON YIELD WALLETS, YIELD PROGRAMS AND/OR YIELD PROGRAM GATEWAYS. THE USER UNDERSTANDS THAT THE COMPANY IS ONLY A TECHNOLOGY PROVIDER. THE ABILITY TO TRANSFER OUT VIRTUAL CURRENCIES TO YIELD WALLETS THROUGH THE WEBSITE DOES NOT MAKE THE COMPANY LIABLE IN ANY WAY, NOR SHALL IT BE CONSIDERED AS AN OFFERING OF THE YIELD PROGRAMS AND/OR YIELD PROGRAM GATEWAYS. THE COMPANY SHALL IN NO EVENT BE HELD LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES WHICH

USERS MAY UNDERGO FROM THE MISREPRESENTATIONS MADE BY THE YIELD WALLETS, THE YIELD PROGRAMS AND/OR YIELD PROGRAM GATEWAYS AND/OR ANY LOSS OF ASSETS AS A RESULT OF YIELD WALLETS, YIELD PROGRAMS AND/OR YIELD PROGRAM GATEWAYS.

32.9. THE COMPANY AND RELATED ENTITIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE, THE SERVICES AND THE EXECUTION INTERFACE WITHIN THE WEBSITE. THE COMPANY AND THE RELATED ENTITIES WILL NOT BE LIABLE FOR THE QUALITY OF THE VIRTUAL CURRENCIES WHICH MAY BE PURCHASED ON THE EXCHANGES CONNECTED TO THE EXECUTION INTERFACE. THE USER SHALL NOT HOLD THE COMPANY AND THE RELATED ENTITIES LIABLE OR RESPONSIBLE FOR ANY VIRTUAL CURRENCIES PURCHASED ON THE EXCHANGES CONNECTED TO THE EXECUTION INTERFACE WHICH ARE TAINTED WITH FUNDS ORIGINATING FROM MONEY LAUNDERING. THE COMPANY AND THE RELATED ENTITIES WILL NOT BE LIABLE FOR THE NON-COMPLIANCE OF THE USER WITH ANY LAWS GOVERNING HIS/HER ACTIVITY ON THE WEBSITE.

32.10. THE COMPANY AND THE RELATED ENTITIES WILL NOT BE LIABLE IN ANY WAY IF THE SERVICES MADE AVAILABLE ON THE WEBSITE ARE NOT AVAILABLE. THE COMPANY WILL NOT BE LIABLE FOR ANY ADVERTISEMENT MADE IN RELATION TO THE SERVICES MADE AVAILABLE ON OR THROUGH THE APP.

32.11. THE COMPANY AND THE RELATED ENTITIES IS/ARE NOT LIABLE FOR (PARTIAL) INTERRUPTIONS TO AND DOWNTIME OR SYSTEM FAILURE OF THE SERVICES DUE TO REPAIR, MAINTENANCE OR UPDATE WORK OR FOR OTHER REASONS THAT IT CANNOT DIRECTLY CONTROL INCLUDING BUT NOT LIMITED TO HACKS OR THAT ONLY IMPEDE USE OF THE SERVICES, EXCHANGES OR THIRD-PARTY SERVICE PROVIDERS TO ANY NEGLIGIBLE EXTENT, WHETHER FORESEEABLE OR UNFORESEEABLE. THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

32.12. IN ANY EVENT, THE COMPANY WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR ANY TRANSACTION, ANY LOSSES WHICH MIGHT BE INCURRED BY YOU DUE TO PRICE FLUCTUATION WHETHER IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, MORE THAN THE VALUE OF THE RELEVANT TRANSACTION.

32.13. THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR THE REMITTANCE, COLLECTION, WITHHOLDING OR PAYMENT OF THE RELEVANT TAXES DUE ON VIRTUAL CURRENCIES YOU PURCHASE OR CONVERT TO THE RELEVANT TAX AUTHORITIES. YOU UNDERSTAND AND AGREE THAT BY FILING ANY CLAIM MORE THAN THIRTY (30) DAYS AFTER THE DISCOVERY OF THE ALLEGED LIABILITY, YOU WILL BE DEEMED TO HAVE FORFEITED YOUR RIGHTS. ANY SUCH CLAIM SHALL BE TIME-BARRED.

33. FORCE MAJEURE

The Company cannot accept responsibility for any damage, loss, delay, or inconvenience caused to the User by circumstances beyond our reasonable control. Such circumstances, include but are not limited to:

1. Act of war or threat of war; or
2. Riots, civil strife, or terrorist activity; or
3. Industrial disputes, natural or nuclear disasters; or
4. Fire, airport closures, bad weather conditions; or
5. Interruption or failure of a utility service including lack of electricity; or
6. The acts of any local or national government such as an imposition of economic sanctions; or
7. Cyber-terrorism, cyber-attacks, hacking, bugs; or
8. Nuclear disaster or explosion;
9. Any epidemic or pandemic; or
10. Instances where the possibility to carry out the Services are materially and adversely affected under the Terms, even though all reasonable precautions, due care and reasonable alternative measures to avoid these instances have been taken to diminish the inability to perform such Services.

34. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company with their respective shareholders, officers, directors, employees, agents (each, an "**Indemnified Party**") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys'

and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the or from any breach by you of these Terms, the Privacy Policy, the Execution-Only Mandate Agreement applicable to you, the Company's AML Policy including without limitation any actual or alleged violation of any law, rule or regulation.

35. ENTIRE AGREEMENT & SEVERABILITY

These Terms, the Execution-Only Mandate Agreement applicable to you, the Privacy Policy (applicable to Users and to Swiss Users) and the applicable policies (including the Company's AML Policy), subject to any amendments, shall constitute the entire agreement between you and the Company with respect to the Services including the Website and the Execution Interface. If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

36. TERMINATION

36.1. You may terminate your User Account and stop using the Services at any time and without notice to the Company. Similarly, you can terminate these Terms, the access to the Services at any time without notice or Court order.

36.2. The Company may terminate or suspend your User Account or ability to use the Service, in whole or in part, in the event that (i) you violate these Terms or violate any other rules that govern the use of the Services, including policies, (ii) your conduct may harm the Company, Users or others or cause the Company or others to incur liability, (iii) your User Account or Orders have been used for or suspected to be used for illegal, fraudulent or malicious activities or (iv) the Company receives a freezing order, stop order, directive, or any form of order from any judicial body, national authority or governmental authority or governmental agency which is directed towards any account registered under your name or (iv) as otherwise determined by the Company in its sole discretion.

You may retrieve your Assets within ten (10) days from the notification of termination of your User Account. Any Personal data, along with any copies, shall be deleted subject to any obligatory retention periods which may arise from the Applicable Laws. The Company does not warrant and guarantee that Personal data which is publicly available online and/or on search engines will be deleted.

36.3. The Company may modify and adapt the Services, and all Website Content and other items used or contained in the Service, at any time without any obligation to indemnify you. The Company is entitled at any time to delete your User Account and block your access to the Website in the event it considers that your use of the Services does not fully comply with these Terms or with any Applicable Laws.

36.4. In any case, the Company reserves the right to terminate the Services to anyone at any time without notice for any reason. Your access to, use of, or participation in the Services, including any content therein, may be prevented by the Company at any time after your termination of your User Account.

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

37. RESERVATION OF RIGHTS

37.1. The Company retains the right to, in its sole discretion, immediately terminate any User Account, prevent or restrict access to the Services or take any other action to restrict access to the App or Execution Interface. The Company reserves the right and has absolute discretion but not an obligation, to remove, screen or edit any content that violates these provisions or is otherwise objectionable.

37.2. The Company reserves the right to refuse or terminate a User Account if you are otherwise making inappropriate use of your domain name. In any such case, the Company shall duly inform you with a reason why it exercised the right set out in this Section 41. The Company shall proceed to return the Assets to you, unless the termination of the User Account was carried out by the Company due to any illicit activity which contravenes any anti-money laundering laws and thereby triggers the Company's obligation to freeze the any or all of the User's assets until further notice.

38. NO WAIVER

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

39. MODIFICATIONS

The Company reserves the right to make any changes to these Terms at any time, as the Company deems necessary or desirable. If we make any material changes, we will notify you on the Website and, when possible, by email, prior to the change becoming effective. Your continued use of the Website and the Services after any such changes or after explicitly accepting the new Terms, upon logging into the Website and/or using the Services shall constitute your consent to such changes. If you do not agree to any modifications to these Terms, you should stop using the Services. Your use of Services following the date on which such amended Terms are published will constitute your consent to the updated Terms.

The updated version of the Terms will include a new “last modified” date at the top of the Agreement in order to identify the then-currently applicable Terms. Following receipt of such a notice and the posting of the updated version of the Terms on the Website, please review the Terms in order to ensure that you understand how your rights and responsibilities may have been affected by the revisions.

40. ASSIGNMENT

You may not assign any of your rights, licenses, or obligations under these Terms and/or the Execution-Only Mandate Agreement applicable to you. Any such attempt at assignment by you shall be void. The Company may assign its rights, licenses, and obligations under these Terms without limitation.

41. GOVERNING LAW AND JURISDICTION

The Terms shall be governed by the laws of Sweden. Any dispute regarding these Terms shall be subject to the exclusive jurisdiction of the courts of Sweden. The Execution-Only Mandate Agreement applicable to you shall be subject to its own applicable law and jurisdiction clause.

42. CONTACT

If You wish to contact Us regarding these Terms please do so at the following address ; Mantera Trust Capital KB, Box 1739, 116 74 Stockholm, Sweden or at the following email address contact@mantera.net

Annex - Definitions

Website refers to the <https://www.mantera.net> ;

Website Content means the content available on the Website which is also accessible on the App and includes the reports, information, analysis and marketing material and videos;

Applicable Law(s) means the applicable law to the Terms and/or other laws of other jurisdictions, rules, regulations, directives, circulars, notices, guidelines and practice notes of any governmental authority.

BTC means the Bitcoin, a Virtual Currency created in January 2009;

Confidential information means information, idea, concept, material or any other Company's data, not yet entered into the public domain, whether it has been communicated orally or in writing, including but not limited to all information regarding the Company's business, concept or business model, all trade secret, all price lists and User's data, including and in particular the Transaction;

ETH means the Virtual Currency generated by the Ethereum blockchain;

Exchange(s) means trading venues interfaced with the Execution Interface to which the Company has access in order to Execute Order(s) placed by User(s) on their behalf;

Execution Interface means the Order Management System or "OMS";

"Execution of" or "Execute" or "Executed" or "Executing" an Order(s) and/or Transaction on behalf of Users means acting to conclude agreements to buy or to sell one or more Asset(s) on behalf of Users;

Execution-Only means the service offered in relation to the execution of Orders of Users without any discretionary power of the Company;

Execution-Only Mandate Agreement refers to the agreement in this Terms of Use;

External Wallet means a Virtual Currency wallet to which a User may send or receive Virtual Currencies to or from which a User transfers or receives Virtual Currencies;

Intellectual Property Right(s) means including but not limited to, copyrights, patents, registered designs, design rights, database rights, trademarks, domain name rights, trade secrets, know-how, Confidential information or any other proprietary or industrial right, and any other similar protected rights in any country, whether registered or unregistered;

KYC means the “Know-Your-Customer” obligations of the Company under the applicable Money Laundering and Terrorist Financing Prevention Act of Sweden;

KYC Process means the procedure which the User needs to follow whereby such User provides information to the Company in line with the Privacy Policy and these Terms. There are several Tiers within the KYC Process;

Market Making refers to the activity of buying or selling Virtual Currencies on own account at specified prices in order to ensure market activity and liquidity;

Market Price means the price of Virtual Currencies which is displayed on the Exchanges;

Order(s) means the instruction transmitted by a User through the Execution Interface to carry out a Transaction pursuant to these Terms and to the Execution-Only Mandate Agreement;

Order summary means the information which summarizes each Transaction executed by a User on the basis of the Assets available in the account;

Paper Key means a twelve (12) word recovery phrase that can be used to recover your User Account in the event that the details required in order to access the User Account are lost;

PEP refers to a **Politically Exposed Person** and is somebody who is entrusted to carry out a public function or political position or somebody who is family members or relative to somebody who is entrusted to carry out a public function or political position;

Personal data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Privacy Policy means the notification which indicates how the Personal data is handled and processed throughout the use of the Website;

Processing Fee means the fee(s) that the Exchange and/or the Virtual Currencies Custodian will charge for processing a Transaction;

Refund(s) means a (partial) reversal of a particular Transaction, whereby the funds are reimbursed to the User on the initiative or request of the Company;

Related Entity/ies refers to Mantera Trust Capital KB and/or any entity controlled by the Company;

Relevant Authority refers to the authority within the Applicable Laws where any findings related to anti-money laundering are subject to the investigation;

Security Breach(es) means any act or omission that materially compromises either the security, confidentiality or integrity of any information, details or data or the physical, technical, administrative or organizational safeguards put in place that relates to the protection of the security, confidentiality or integrity of information, details or data including any breach or alleged breach of any security standards or such privacy practices;

Services means the services made available by the Company on or through the Website <https://www.mantera.net> ;

Suitability Process means the process put in place by the Company to carry out a due diligence on Personal data provided by Users in the course of the KYC Process;

Mantera Trust Capital KB AML Policy refers to the anti-money laundering policy which is adopted by the Company which is also applicable for the activities carried out by the User on the Website;

Swiss User(s) refers to Users who are residing or located in Switzerland when completing the KYC Process in order to create a User Account;

Terms means these Terms of Use including its Annexes when such Annexes are applicable to the User;

Third-Party Service Provider(s) means any natural or legal person providing an outsourced service on behalf of the Company, in line with an outsourcing agreement signed by the Company and the Third-Party Service Provider;

Tier(s) refers to the tiers within the KYC Process wherein each User provides an amount of information depending on the Tiers.

Token Swap(s) refers to the execution of swaps which allow for the migration from one protocol to another protocol;

Transaction(s) means the Execution of an Order on or through the App, using the Execution Interface.

Transaction Price means the cost of Executing an Order at the time when it was Executed;

User(s) means any natural person who completes the registration to open an account on <https://www.mantera.net> ;

User Account(s) means the account created upon the User's registration with the Website;

Virtual Currency(-ies) means a value represented in the digital form, which may be digitally transferred, preserved or traded and which natural persons or legal persons accept as a payment token or as a utility token;

Virtual Currencies Custodian refers to a regulated service provider which will serve as a custodian for Virtual Currencies and Third-Party Service Provider(s);

Virtual Currency Wallet means the wallet designated to support the holding of Virtual Currencies;

Visitor(s) means a person or entity using the Website without having registered as a User;

Website refers to the website available at <https://www.mantera.net> ;

Website Content means the content available on the Website which will also be accessible on the App;

“Withdraw” or “Withdrawal” means to remove any amount of Virtual Currencies from the Virtual Currency Vault, thereby instructing the Mantera to return Assets to you in an External Wallet;

Wealth Management Solutions means the services available to User(s) of the website to access Wealth Management Service(s);

Yield Program(s) refers to the programs of decentralized finance (DeFi) platforms and/or centralized (CeFi) platforms accessible through Yield Program Gateway(s);

Yield Program Gateway(s) refers to the third-party that operates a Yield Wallet giving access to Yield Program(s);

The Yield Wallet(s) is/are operated and administered by Yield Program Gateway(s). The Company is not responsible for the control or operation of the Yield Wallet(s).