



## **User Agreement – Fasset Labuan Limited**

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This User Agreement ("**Agreement**") is a valid, binding and enforceable contract between you and Fasset Labuan Limited (Fasset Labuan), a company duly established under Labuan law, ("**Fasset**" which term shall, unless repugnant to the context, also include Fasset Group).

By registering with us to open an Account through this website, any associated websites or our mobile site, mobile application and/or APIs (collectively "**Platform**"), you acknowledge that you have read, understood, and agree to be bound by all the terms and conditions contained in this Agreement. If you do not agree to be bound by this Agreement, do not access or use the Services.

Fasset reserves the right to change or modify the terms and conditions contained in this Agreement, including but not limited to any policy or guideline of the platform, at any time and at our sole discretion. We will provide notice of these changes by posting the revised terms through means as determined by us at our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the Platform or at the instant that we transmit the information.

By signing up to use an Account through the Platform, you acknowledge and agree that you have read, understood and accepted all of the terms and conditions contained in this Agreement, along with the following documents of Fasset as well as Fasset Group:

1. Privacy Policy;
2. Risk Disclosure; and
3. Reverse Solicitation (collectively, "**Schedules**")

If you do not agree to the terms in effect when you access or use the platform then you must stop using our Services. We encourage you to frequently review the terms to ensure that you understand the terms and conditions that apply to your access to, and use of, the Services.

You should read the terms and conditions, and any document referred to in them very carefully. If there is anything that you do not understand in the terms and conditions and any document referred to herein, you should discuss this matter with us and seek the necessary clarification.

Any formal communication with you will be undertaken through electronic mail, pop-up messages on the Platform, notifications on the Platform, and/or other forms of communications accessible to you when signing up to Fasset ("**Communication**").



Any formal Communication with you will, unless otherwise agreed, be made in English. In the event of any discrepancy between the English language version of the terms or any such Communications and any translation of the terms or such Communications (as applicable) in a foreign language, the respective English version shall prevail.

If you conduct any transactions through the Platform, each such transaction may be subject to additional terms and conditions which you will be directed to read and accept at the applicable time. To the extent there is any inconsistency between this Agreement and the additional terms and conditions applicable to a specific transaction, the additional terms and conditions applicable to the specific transaction shall apply to that specific transaction and any matters connected with it or arising therefrom.

#### **Disclaimer:**

**Fasset, under any condition, does not and cannot guarantee the value of a digital asset. You acknowledge and agree that the value of a digital asset is subject to high levels of volatility and that purchasing, selling, and holding digital assets involves risk. You should be aware that the value of a digital asset can change rapidly, and even decrease.**

## **1. GENERAL**

### **1.1. Definitions**

- a. **Account** means an account on the Platform which is exclusively accessible by, and available to, you for the purposes of availing the Services, and is provided to you as a result of your having been deemed fit to be a holder of said account by having been approved by us, or by any third party that we have designated to approve your fitness to be an account holder.
- b. **AML-CTF** means Anti-Money Laundering and Counter-Terrorism Financing.
- c. **Applicable Laws** means prevailing laws and regulations within the jurisdiction of the Federal Territory of Labuan, Malaysia, as amended from time to time.
- d. **Asset** means any digital asset not being a Fiat Currency, that is:
  - i. Capable of being transferred, stored and traded; and
  - ii. Expressed as a unit;
- e. **Authority** means Labuan Financial Services Authority (“**LFSA**”) as established under Section 3 of the Labuan Financial Services Authority Act 1996 (Act 545 of the Laws of Malaysia) and where applicable any government (including its instrumentalities) or regulatory authority, enforcement body or agency in Malaysia

or (if applicable) outside Malaysia, including Tax authorities.

- f. **Asset Services** has the meaning given to it in Clause 3.1.
- g. **Advanced Protocol** has the meaning given to it in Clause 7.18.
- h. **Blacklisted Person** means a person who in our sole opinion is:
  - i. In breach of the Applicable Laws of any jurisdiction
  - ii. In contravention of any requirements relating to AML-CTF and/or is subject to any Sanctions;
  - iii. In a list of persons with whom dealings are prohibited by the United Nations or the Authority of any relevant jurisdiction; or
  - iv. Acting on behalf, or for the benefit of, any person described in paragraphs (i) to (iii) above.
- i. **Business Day** means a day that is not a Saturday, Sunday, or a “public holiday” or “bank holiday” for the purposes of the Holidays Act 1951 (Act 369 of the Laws of Malaysia) as extended and modified by the Federal Territory of Labuan (Extension and Modification of Holidays Act 1951) Order 2005.
- j. **Communication** has the meaning given to it in the beginning of this Agreement.
- k. **Control** including the terms “controlled by” and “under common control with” means the power to directly or indirectly:
  - i. Determine the management or policies of a person;
  - ii. Control the membership of the board of directors or other governing body of a person; or
  - iii. Control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person,regardless of whether the power mentioned in paragraphs (i) to (iii) above is in writing or not, enforceable or unenforceable, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise.
- l. **Custodial Services** has the meaning as given to it in Clause 3.2.
- m. **Client Bank Account** has the meaning given to it in Clause 7.1.13.

- n. **Data** means your personal data and information.
- o. **Dispute** has the meaning given to it in Clause 19.
- p. **Enhanced Due Diligence** has the meaning given to it in Clause 11.3.
- q. **Fasset Exchange** means the crypto exchange that is operated by Fasset under the registration or approval issued by LFSA.
- r. **Fasset Group** means collectively Fasset and all affiliates and group companies of Fasset as well as any entities which are in Control of or are Controlled by or are under common Control with Fasset.
- s. **Fiat Currency** means currency, not being an Asset, that is legal tender in a country or territory and has been approved by Fasset for use as such on the Fasset Exchange.
- t. **Financial Crime Regulations** has the meaning given to it in Clause 11.2.
- u. **Force Majeure Event** means any event that is beyond the control of Fasset which prevents it from performing its obligations under this Agreement, including without limitation acts of God or a public enemy; acts of a civil or military authority; embargoes; natural disasters; epidemic or pandemic; labor disputes; failure in or of internet, telecommunication, technology, systems or equipment; or any law, decree, regulation or order of any Authority or any court or tribunal.
- v. **Fork(s)** has the meaning given to it in Clause 7.1.11.
- w. **Intellectual Property** means any patent, copyright, trademark (including any design trademark and trade-name service mark) right to know-how (which shall include the production know-how), source code, script, encryption, techniques, technology, information of a confidential nature or trade secrets; any application, registration or right to apply for registration of any rights referred to above; and any other intellectual property rights belonging to or licensed to a person or any of its affiliates in respect thereof.
- x. **Material** has the meaning given to it in Schedule 1.
- y. **Network Fees** has the meaning given to it in Clause 7.1.6.
- z. **Offline Storage** has the meaning given to it in Clause 7.1.9.

- aa. Parties** means collectively, you and Fasset, and "Party" is to be interpreted accordingly.
- bb. Platform** means site made, owned, and operated by Fasset accessible through URL <https://fasset.com>, as well as its change from time to time, and/or mobile apps made, owned, and operated by Fasset accessible in iOS and Android through application called 'Fasset'.
- cc. Service** has the meaning given to it in Clause 2.
- dd. Sanctioned Country** has the meaning given to it in Clause 2.h.
- ee. Sanctioned Person** has the meaning given to it in Clause 2.i.
- ff. Sanctions** means any economic sanctions, laws, regulations, embargoes or restrictive measures imposed by LFSA and/or any Malaysian Authority.
- gg. Tax** includes:
  - i. Any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called, levied, imposed or assessed by a government or governmental authority for and on behalf of a government (including withholding tax, goods and services tax, value added tax, sales tax, consumption tax, stamp duty and Transaction duties or any similar impost imposed or levied); and
  - ii. Any interest, penalty, charge, fine, fee or other amount of any kind assessed, charged or imposed on or in respect of the above (including in connection with any failure to pay or any delay in payment).
- hh. Trademark** has the meaning given to it in Schedule 1.
- ii. Transaction History** has the meaning given to it in Clause 9.1.1.
- jj. User** has the meaning given to it in Schedule 1.
- kk. VFA** has the meaning given to it in Clause 3.
- ll. Wallet** has the meaning given to it in 3.1.ii.

## 1.2. Interpretation

- a. Headings and terms used for definitions are for convenience only and do not affect interpretation of this Agreement.
- b. In this Agreement, unless repugnant to the context:
  - i. References to "we", "our" or "us", are to Fasset, and references to "user", "you" or "your" are to the person with whom Fasset enters into this Agreement;
  - ii. Any reference to an Asset or Fiat Currency includes any part or fraction of that Asset or Fiat Currency;
  - iii. The meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or other such expressions;
  - iv. The singular includes the plural and vice versa;
  - v. All of the terms and conditions of this Agreement including but not limited to all introductory paragraphs, recitals, and all schedules and documents attached hereto are contractual and binding upon the Parties hereto and are incorporated herein by reference;
  - vi. A reference to "person" includes an individual, a body corporate, a partnership, a joint venture, undertaking, unincorporated association and an authority or any other person or organization;
  - vii. A reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - viii. A reference to any date or time of the day refers to that date or time of the day in Malaysia;
  - ix. A period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day;
  - x. If a person is required do something on or by a given day and it is done after 5.00 pm on that day, it shall be considered to have been done on the next day;
  - xi. If the day on which a person is required to do something is not a Business Day, the person is required to do it on the next Business Day; and

- 1.3. A reference to “law” includes common law, principles of equity and legislation (including statutes, regulations, orders, rules, by-laws, ordinances and proclamations) and includes any consolidations, amendments, re-enactments or replacements of any of them.

## 2. ELIGIBILITY AND PROHIBITION OF USING OUR SERVICES

To be eligible to create an Account with Fasset and use any of the services (“**Services**”), you must meet and continue to meet the following criteria:

- a. in case of individuals, you are 18 years or older, with legal capacity of entering into a valid and binding contract with us, and under no legal, contractual or other restriction or incapacity from accessing and/or using the Platform;
- b. in case of non-individuals, you are a registered and duly formed or incorporated corporation, legal person, entity or other organization represented by its duly authorized representative having authority from such corporation, legal person, entity or other organization to access and/or use the Platform and form a binding agreement with us on its behalf;
- c. you have not been suspended, barred or restricted from accessing the Platform or any other exchange in the past;
- d. you are not part of the United States Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List, and/or are not otherwise subject to any sanctions or restrictions which disallow you from using and/or accessing the Platform or which may affect our ability to provide you with our products and Services;
- e. you have the full power and authority to agree to the Agreement, and to enter into any transactions or use any service offered on the Platform;
- f. all information and documentation provided by you to us for the purposes of accessing and using the Platform as well as for availing services and entering into transactions on the Platform is true and accurate and it is not incomplete or misleading and that if such information or documentation becomes untrue, inaccurate, incomplete or misleading at any point in future, you will immediately inform us of the same as soon as you become aware that the same is no longer true, accurate, complete and not misleading, including the date on which the correctness or veracity of the same changed;
- g. you will enter into transactions by utilizing only legally obtained digital assets and/or Fiat Currency that belong to you without any encumbrances, and you will have full legal and beneficial rights and title to any such assets and/or Fiat Currency at the time you transfer them to us or any third parties using the Platform;



- h. you are not a citizen or a resident of or located in, a state, country, territory, region, city, locality, county or other jurisdiction in which access and/or use of the Platform or any functionalities, products or services on the Platform would be restricted, illegal or otherwise contravene any Applicable Laws including but not limited to Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, the European Union or Ministry of Home Affairs financial sanctions regimes (each a “**Sanctioned Country**”), and have not used technology or any other means including without limitation Tor, VPN or remote access software to misrepresent your geographical location to access the Platform;
- i. you are not a person on the economic sanctions lists as published from time to time by applicable authorities (including, but not limited to the Ministry of Home Affairs, the UNSCR List of Sanctioned Individuals or entities published by the United Nations Security Council, or other relevant sanction committees under the United Nations) (a “Sanctioned Person”);
- j. you are not a citizen or a resident of or located in the United States (“US”). US residents or any persons accessing the Platform from the US are strictly prohibited from using the Platform and such persons are prohibited from signing up for an account; and
- k. you agree that each time before accessing or using the Platform and/or Services you will ensure that you are not doing so from a Sanctioned Country and would not be breaking any Applicable Laws, rules or regulations in any jurisdiction including in any Sanctioned Country, by doing so.

It is possible that we may not make all of the Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Services from restricted locations. The content of the terms shall not be excluded from the laws of the country or region under which the user belongs. As a result, if you do not meet these eligibility requirements, do not use our Services.

### 3. DESCRIPTION OF OUR SERVICES

We provide an online trading platform to physically trade cryptographic assets (or also known as virtual financial assets (“**VFAs**”), cryptographic tokens or digital tokens or cryptographic currency) and derivatives linked to VFAs or indices thereof. Buyers and sellers conduct trading on our platform with each other; Fasset as the platform provider is not a buyer or seller in these transactions. Users may request the withdrawal of their VFAs, subject to the limitations as stated in the Agreement. Users will be able to access their VFAs in their wallets, which are held and safe-kept by Fasset.

Fasset provides the user with trading services including:



## SERVICES

- 3.1. **Asset Services.** The following services (the "**Asset Services**") may be provided to you by Fasset:
- i. one or more Accounts on the Fasset Exchange enabling you to access and use your Wallet, and to view and track your balances of Assets and Fiat Currency;
  - ii. one or more wallets on the Fasset Exchange ("**Wallet**") enabling you to store, track, transfer, and manage your balances of Assets and Fiat Currency; and
  - iii. Enabling you to obtain prices for your purchases, sales and swaps of Assets,) place orders for, and/or carry out any purchases or sales or swaps of Assets on the Fasset Exchange or otherwise on the Platform (including services such as the P2P trading platform (also known as the peer-to-peer trading platform), subject to the Agreement and your compliance thereof.
- 3.2. **Third Party Service Provides.** Fasset Group may use certain service providers to make certain Services, functions or information available to the user. We may change any service provider at any time without prior notice. In addition to the Agreement, your access and use of the Platform and Services is subject to the terms and conditions imposed by relevant third parties from time to time, as notified to you as per the terms of the Agreement for such Communication.

By accepting the terms and conditions, you expressly agree to the pooling of your VFAs with the VFAs of other users. Individual user entitlements may not be identifiable by separate physical documents of title or other electronic record and, in the case of an irreconcilable shortfall, you may not receive your full entitlement and may share in the shortfall pro rata.

You represent and warrant that you are, and shall remain at all times, the ultimate and effective legal and beneficial owner of any VFAs held by Fasset, that you shall not act as nominee or trustee for any other person and that you shall not transfer, assign, pledge, charge or otherwise create any security interest or encumbrance whatsoever over such VFAs without the prior written consent of Fasset.

Fasset, as applicable, shall not be obliged to accept orders unless sufficient VFAs are available on the Account for (a) the settlement of the relevant order, (b) the provision of margin as may be required in respect of relevant transaction in derivatives, and (c) the payment of any related charges and expenses as applicable.

**Accuracy:** While we have made every effort to ensure the accuracy of the information on our Platform, the information and content on the Platform is subject to change without notice and is provided for the sole purpose of assisting users to make independent decisions. We have taken reasonable measures to ensure the accuracy of the information on the Platform; however, we



do not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any services or products available through the Platform, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Platform, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our platform. We will not have any liability for the use or interpretation of such information.

Users shall prepare devices and bear costs as follows: 1) internet-connected device, including but not limited to computer or other internet-connected terminals; 2) internet-accessing costs, including but not limited to internet fees, rental charges for internet-connected equipments, cellular data fees, etc.

You hereby authorize us to send commercial information to you via email, SMS, mobile notification, or mailing address. You can opt out of such services by changing relevant settings on the Platform.

You acknowledge and consent that the services are provided by us according to its current technological capacity and other conditions. While we have made every effort to ensure continuity and security of the services, we are unable to completely foresee and hedge legal, technological and other risks including but not limited to force majeure, virus, hacker attack, system instability, flaw in third-party services, act of government, etc. that may result in service interruption, data loss and other losses and risks.

When the system platform is unable to operate properly because of the following circumstances and the user is unable to access the devices or place or cancel an order, we assume no liability for damages. These circumstances include, but are not limited to:

1. System downtime during maintenance as announced by our Platform;
2. Telecom or networking equipment issues;
3. Typhoon, earthquake, tsunami, flood, power failure, war, terrorist attacks, and other force majeure factors;
4. Any other issues, including hacker attacks, computer virus intrusion or attack, Platform or backend maintenance and upgrade, banking related issues, government regulation or mandates, and any other third party issues;
5. Damages to users or other third parties caused by third parties.

For abnormal transactions, market interruption and other abnormal conditions caused by system failure, network failure, distributed denial of service attacks (DDos) and other hacker attacks and other unexpected factors, we have the right to cancel the abnormal transaction results.



Abnormal transaction handling: You agree and acknowledge the possibility of discontinuity and disruption of the services due to connectivity problems of the VFA networks or other force majeure. Fasset does not assume any responsibility for any losses caused by the aforementioned situations due to your providing incorrect information that results in our inability reaching out and explaining to You the handling procedures.

We have the right to know the purpose and background of the users who use our products or services. Users should provide comprehensive and accurate information as required. If we have reasonable grounds to suspect that the user has provided false trading information, we are entitled to restrict the user from the use of some or all of our products and services temporarily or permanently.

#### **4. USERS' RIGHT AND LIMITATIONS TO LICENSE USE**

We grant you a limited, nonexclusive, non-transferable license, subject to the terms, to access and use our Platform and services, solely for approved purposes as permitted by us. You agree that you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way, exploit any of our products and Services.

You agree that:

- All rights, title and interest in the service and associated software, Platform and technology, including all intellectual property rights therein, are and shall remain with the Parties;
- No right or interest in the service is conveyed other than the limited licenses granted herein;
- The Services are protected by the copyright and other intellectual property laws;
- All rights not expressly granted in this Agreement are reserved.

Fasset has the right to inquire, freeze or deduct the items and accounts of the User in accordance with the requirements of any applicable judicial organizations, administrative organizations and military organizations, including but not limited to public security organizations, procuratorial organizations, courts, customs, tax authorities and so on.

#### **5. USER OBLIGATIONS**

5.1. Users shall not register multiple accounts for any purpose.

- 5.2. Users may not use another user's accounts.
- 5.3. Users must not use this Platform or services in any way that causes, or may cause, damage to this Platform or impairment of the availability or accessibility of this Platform; or in connection with any illegal fund payment and settlement including but not limited to payment by illegal means like fictitious transaction, false price, and transaction refund and so on; illegal cash-out activity via entity bank settlement account; illegal fund transfer from the bank settlement account of an entity to an individual account; illegal check cash-out activity or any unlawful, illegal, fraudulent or harmful purpose or activity under applicable laws and regulations.

Users agree to indemnify and hold Fasset Labuan, along with their directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Fasset Labuan Limited, by any third party due to or arising out of or in connection with users' use of this Platform or Services.

- 5.4. Users are prohibited in any form from utilizing the Platform to engage in illegal activities. Without the authorization or permission of Fasset, the user shall not use any of the commercial activities in the name of this Platform or in any form of the Platform as a place, platform or medium for engaging in commercial activities.
- 5.5. Users shall comply with all laws and regulations, and bear the responsibility and legal consequences of any their own actions involving the Platform and Services. In addition, Users shall not infringe the legitimate rights and interests of any third party. Additionally, if Fasset suffered losses as a result of your actions then Fasset has the right to recover losses from the User via legal actions or other means.
- 5.6. If a User violates any obligation above, Fasset has the right to take all necessary measures directly, including but not limited to deleting the content posted by the User, canceling the customer star rating and honor, freezing the User's balance, pausing or seizing the Account and illegal gains, and prosecution.

## **6. FEES**

- 6.1. Fees may be incurred for part of the services provided by us to the Users. By using our Services, you agree to incur these fees.
- 6.2. Fasset has the right to set and modify our fee structure and at our own discretion. We may also start charging fees on free services. Any fee changes shall be announced in advance.

- 6.3. If you do not agree with any fees charged, You should stop using the Service immediately. You are still responsible for any fees previously incurred.
- 6.4. Unless otherwise stated or agreed, you agree that we have the right to automatically and without prior notice deduct the above-mentioned service fees directly from the assets of your Account.
- 6.5. If you do not pay in full and on time then Fasset reserves the right to interrupt, suspend or terminate the service.

## **7. ASSET SERVICES**

### **7.1.1. General:**

Your Wallet enables you to send Assets to, and request, receive, and store Assets from, third parties by giving instructions through the Fasset Exchange as well as to store, purchase, sell and swap Assets.

The Services enable you to buy Assets using Fiat Currency. Conversely, when you sell Assets, you may elect to receive Fiat Currency.

The Services may also enable you to swap different Assets supported and approved by Fasset.

### **7.1.2. Fiat Currency Transactions:**

You may purchase supported Assets by linking a valid payment method for Fiat Currency to your Wallet. You authorize us to debit funds using your selected payment method(s) to complete your purchase. Although we will attempt to deliver to you as promptly as possible Assets purchased by you, funds may be debited from your selected payment method before the status of your transaction is shown as complete, and Asset is delivered to your Wallet.

You may sell Assets in exchange for Fiat Currency supported and approved by Fasset. In such circumstances, you authorize us to debit your Wallet and to send instructions to credit your selected payment method(s) in settlement of the relevant sell Transactions. We will send these instructions as soon as reasonably possible. Any Fiat Currency should be credited to your selected payment method(s) by the end of the business day on which we send such instructions, or as otherwise notified by us to you.

You shall not link any bank accounts from a Sanctioned Country to your Wallet. We assume no responsibility for any issues, liabilities or losses and prohibit all Transactions including any deposits and withdrawals of monies to and from any banks

of any Sanctioned Country; or investing and trading with any monies from any banks of any Sanctioned Country when using the Platform.

- a. Transaction Fulfillment. We will make reasonable efforts to fulfill all of your Asset Transactions subject to the terms and conditions of the Agreement, but in some circumstances, we may be unable to do so. If this is the case, we will notify you and seek your approval to re-attempt the Asset Transaction at the current Exchange Rate.
- b. Transaction Fulfillment. The availability of a method of payment depends on a number of factors including, without limitation, your location, the identification information you have provided us with, and limitations imposed by third party payment processors.

#### **7.1.3. Exchange Rates**

Each purchase, sale or swap of Assets is also subject to the Exchange Rate for the given Transaction. The "Exchange Rate" means the price of a given supported Asset in Fiat Currency or otherwise as quoted on the Platform. The Exchange Rate is stated either as a "Buy Price" or as a "Sell Price" or as a "Swap Rate", which is the price at which you may buy or sell Assets or the rates for swap of Assets, respectively.

You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate or the Swap Rate Exchange Rate at any given time, and that we may add a margin or 'spread' to the quoted Exchange Rate. You agree to accept the Exchange Rate when you authorize a Transaction. We do not guarantee the availability of any Exchange Rate. We do not guarantee that you will be able to buy, sell and/or swap Assets on the open market at any particular price, rate or time.

#### **7.1.4. Payment Methods.**

The availability of a method of payment depends on a number of factors including, without limitation, your location, the identification information you have provided us with, and limitations imposed by third party payment processors.

#### **7.1.5. Authorizations; Reversals; Cancellations**

By clicking the 'Buy', 'Sell' or 'Swap' button or any equivalent button on the Platform, you are authorizing Fasset to initiate the Transaction at the quoted Buy Price, Sell Price or Swap Rate and agree to any associated Conversion Fees and Exchange Rates.

You cannot cancel, reverse, or change any Transaction marked as complete or



pending. If your payment is not successful or if your payment method has insufficient funds, you authorize us, in our sole discretion, either to cancel the Transaction or to debit your other payment methods, including balances in your Wallet, for any amount necessary to complete the Transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider.

#### **7.1.6. Asset Transactions**

We will process Transactions in accordance with the instructions we receive from you. You should verify all Transaction information prior to submitting the relevant instructions to us. We do not guarantee the identity of any user, receiver, requestor or other third party and we shall have no liability or responsibility for ensuring that the information you provide is accurate and complete.

Transactions cannot be reversed once they have been broadcasted to the relevant Asset network.

We may charge network fees ("**Network Fees**") to process a Transaction on your behalf. The estimated Network Fees for a particular Transaction will be disclosed at the time of initialization by you of a Transaction. Such estimated Network Fees shall be for indicative purposes only, which Fasset reasonably believes to be necessary for the successful completion of the relevant Transaction. You have the right to input such a lower amount of Network Fees that you deem appropriate but in such a case, there will be a risk of the relevant Transaction not being able to be completed by Fasset. The applicable Network Fees will be displayed upon completion of submission of the relevant Transaction to the Asset network at the checkout page.

When you or a third party sends Asset to a Wallet from an external wallet not hosted on the Fasset Exchange, the person initiating the Transaction is solely responsible for executing the Transaction properly, which may include, among other things, payment of Network Fees in order for the Transaction to be successful. Non-payment of Network Fees may cause your Transaction to remain in a pending state outside of Fasset's control and we are not responsible for delays or losses incurred as a result of an error in the initiation of the Transaction and have no obligation to assist in the remediation of such Transactions.

Once submitted to an Asset network, a Transaction will be unconfirmed for a period of time pending sufficient confirmation of the Transaction by the Asset network. A Transaction is not complete while it is in a pending state. Assets associated with Transactions that are in a pending state will be designated accordingly and will not be included in your Trading Account balance or be available to conduct Transactions until confirmed by the network.





We may also cancel or refuse to process any pending Transaction as required by law, regulation or any court or other authority to which Fasset is subject in any jurisdiction.

#### **7.1.7. Supported Assets**

Our Asset Services are available only in connection with those Assets that Fasset supports from time to time.

Under no circumstances should you attempt to use your Wallet to store, send, request, or receive Assets in any form that we do not support (although we will use reasonable efforts to help you move or sell Asset that we no longer support). We assume no responsibility or liability in connection with any attempt to use your Wallet for Assets that we do not support.

#### **7.1.8. Advanced Protocols**

Unless specifically announced on the Platform or by way of an official public statement made by Fasset, we do not support metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with an Asset we support (collectively, "**Advanced Protocols**"). You should not use your Account to attempt to receive, request, send, store, or engage in any other type of Transaction involving an Advanced Protocol. The Platform is not configured to detect and/or secure Advanced Protocol transactions.

You acknowledge and agree that we shall have no responsibility whatsoever in respect of an unsupported Advanced Protocol.

#### **7.1.9. Asset Storage & Transmission Delays.**

The Fasset Group securely stores Asset private keys (by way of a combination of online and Offline Storage), which is the means by which you can securely approve a Transaction. For the purpose of this section (Asset Storage & Transmission Delays), "**Offline Storage**" means storage in devices which are not connected to the internet (for example, USB hardware wallets). As a result of our security protocols to facilitate a Transaction in accordance with your instructions, you acknowledge that this may delay the initiation or crediting of such Transaction.

#### **7.1.10. Third Party Payments.**

We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase from, sell to, or swap with any third party (including other users of the Asset Services). We are not responsible for ensuring that a third party you transact with will complete the Transaction or is authorized to do so. If you experience any problem with any goods or services

purchased from, sold to, or swapped with any third party using Asset transferred using the Asset Services, or if you have a dispute with such a third party, you should resolve the dispute directly with that third party.

#### **7.1.11. Asset Protocols**

We do not own or control the underlying software protocols which govern the operation of Assets supported on the Fasset Exchange. Generally, the underlying protocols are 'open source' and anyone can use, copy, modify, and distribute them.

We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee their functionality, security, or availability. You acknowledge and accept the risk that underlying software protocols relating to any Asset you store in your Wallet may change.

In particular, the underlying protocols are likely to be subject to sudden changes in operating rules ("**Fork(s)**"), and such forks may materially affect the value, function, and/or the name of the Asset you store in your Wallet. We may, without being obligated to do so in any manner, provide you with notices or alerts on Forks and you must read such notices or alerts received from us to consider how to deal with upcoming Forks.

However, it is your responsibility to make yourself aware of, and consider how to deal with, upcoming forks. In the event of a Fork, there is a risk that we may need to temporarily suspend operations in relation to that Fork without providing advance notice to you. We may, in our reasonable discretion, decline to support either or both branches of a Fork. You acknowledge the risks presented by Forks and you accept that we shall have no responsibility to assist you to move or sell an unsupported branch of a Forked protocol.

#### **7.1.12. Title to Assets.**

You agree and acknowledge that all Assets in your Wallet are custodial assets held by Fasset for your benefit. Among other things, this means:

- a. Beneficial title to the Assets in your Wallet shall at all times remain with you and shall not transfer to any company in the Fasset Group. As the owner of the Assets in your Wallet, you shall bear all risks of loss of such Assets. No company within the Fasset Group shall have any liability for fluctuations in the Fiat Currency value of the Assets in your Wallet;
- b. You control the Assets in your Wallet. At any time, subject to outages, downtime, and other applicable policies read with the Agreement, you may withdraw the Assets by sending any of them to a different blockchain address controlled by you

or a third party; and

- c. In order to hold the Assets in your Wallet in a more secure manner, Fasset Group may use shared blockchain addresses, controlled by a member of the Fasset Group, to hold Assets held on behalf of customers.

#### **7.1.13. Title to Fiat Currencies.**

You agree and acknowledge that all Fiat Currencies held for you in Fasset's client bank account ("**Client Bank Account**") are held for your benefit. Among other things, this means:

- a. Beneficial title to the Fiat Currencies held for you in the Client Bank Account shall at all times remain with you and shall not transfer to any company in the Fasset Group. As the owner of the Fiat Currencies in the Client Bank Account, you shall bear all risks of loss of such Fiat Currencies. No company within the Fasset Group shall have any liability for fluctuations in the Fiat Currencies in the Client Bank Account;
- b. You control the Fiat Currencies held for you in the Client Bank Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw the Fiat Currencies by sending a withdrawal request to Fasset; and
- c. Fasset Group will hold your Fiat Currencies in a bank account controlled by a member of the Fasset Group. Although we maintain separate ledger accounting entries for customers and Fasset Group accounts, no member of the Fasset Group shall have any obligation to maintain separate bank accounts to segregate Fiat Currencies owned by you or by other customers.

## **8. ACCOUNTS**

- 8.1. Registration.** To use the Services, you will need to register for an account ("**Account**") by providing your name and email id, setting a password and accepting the Agreement. You shall be fully responsible for all activities that occur under your Account. We may, in our sole discretion, refuse to open an Account for you, or limit the number of Accounts that you may hold or suspend or terminate an Account in whole or in part, or the trading of specific Assets in your Account in whole or in part

### **8.2. Third Party Access**

- 8.2.1.** If, and to the extent approved by Fasset in writing from time to time, you grant express permission to a third party to access or connect to your Account(s),

either through the third party's product or service or through the Platform, you acknowledge that granting such permission to a third party to take specific actions on your behalf does not relieve you of any of your obligations and/or responsibilities. You shall be fully responsible for all acts or omissions of any third party with access to your Account(s) and any action of such third party shall be considered to be an action authorized by you. Further, you acknowledge and agree that you shall not hold Fasset responsible for, and will indemnify Fasset from, any loss or liability arising out of or related to any act or omission of any third party with access to your Account(s).

- 8.2.2.** Notwithstanding the foregoing, you understand and agree that you shall not permit any other person to access or use the Platform, any information, Services or Materials or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by the Agreement (including without limitation by downloading, copying, reproducing, adapting, reverse engineering, repurposing, publishing, selling, or distributing them).

### **8.3. Identity Verification**

- 8.3.1.** You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes, including without limitation and authorize us to maintain a record of such information. You will need to complete certain verification procedures before you are permitted to start using the Services and to access specific Services, including certain transfers of Assets, and the limits that apply to your use of the Services may be altered as a result of information collected on an ongoing basis.
- 8.3.2.** The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email id, date of birth, taxpayer identification number, national identification number/passport number, information regarding your bank account (such as the name of the bank, the account type, routing number and account number), network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details. In providing us with your personal information or any other information that may be required, you confirm that all such information is accurate and correct and you agree to keep us updated of any change in any of the information provided by you to us. We will treat your personal information or any other information which is provided by you to us in accordance with our Privacy Policy.
- 8.3.3.** In addition to providing such information, you authorize us to maintain a record of that information during the period for which your Account is active

and for a period of five (5) years after your Account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through third parties to verify your identity or protect you and/or us from financial crimes, such as fraud.

- 8.3.4.** In the case of the identity verification process for the purpose of user verification, your Data in the form of demographic and/or biometric data will be checked for suitability by our partner, with the data recorded on the system of the agency entitled to issue the identity.

## **9. ACCOUNT MANAGEMENT**

### **9.1. Transaction History**

- 9.1.1. Your Transaction history (“**Transaction History**”) will be available in your Account. Your Transaction History contains all of your activities, including pending Transactions, completed Transactions, deposits and withdrawals as well as your Wallet balances. However, please take note that nothing in your Transaction History should be treated as a valuation.
- 9.1.2. We use commercially reasonable efforts to assure that the information contained in the Communication we send you and your Transaction History are accurate and reliable. However, errors may sometimes occur and such errors do not impact the actual means and results of a given transaction.
- 9.1.3. Any transaction listed in your Transaction History or other Communication including, but not limited to, receipts sent to your email id on record shall be deemed and treated as authorized and correct, approved and confirmed by you.

### **9.2. Review and Acknowledgment**

- 9.2.1. You understand that it is your sole responsibility to review your Transaction History and any Communication from us. You also understand that for the purposes of review and acknowledgement, you agree to be deemed to have reviewed your Transaction History and all Communication at least on a bi-monthly basis. If for any reason you are unable to do so, or you do not receive our Communication, it is your responsibility to immediately notify us in writing.
- 9.2.2. You understand that every Communication sent to your email id on record will be deemed to have been acknowledged as correct, approved and

confirmed by you.

9.2.3. We retain the right to make changes to your Account as necessary and appropriate, in our sole discretion, to comply with any Applicable Laws and regulations or to ensure market integrity.

## **10. CUSTODIAL SERVICE**

### **10.1. Maintaining Sufficient Assets and Fiat Currency**

You agree at all times to maintain sufficient Assets and Fiat Currency in your Wallet(s) for the purpose of effecting your instructions and for paying any Amounts Payable.

You acknowledge and agree that if at any time there are (having regard to other payments debited or due to be debited) insufficient Assets and/or Fiat Currency in a relevant Wallet, Fasset Group may, in our absolute discretion and without any obligation to do so:

- i. decline to execute you instructions;
- ii. force-sell and/or incorporate any of your Asset or Fiat Currency held by Fasset Group on your behalf; and
- iii. Transfer your Assets and/or Fiat Currency as necessary to / from any other Wallet without further instruction or sanction from you, in addition to any other rights it may have under Applicable Law.

### **10.2. Transactions.**

- a. You may send, receive and store the Assets by providing instructions to Fasset as your custodian.
- b. You may also request Fasset in its capacity as your custodian to transfer the Assets from your Wallet to a specified blockchain address by providing instructions to that effect. You must ensure that there are sufficient Assets and Fiat Currency in your Wallet to cover any such Transaction(s).
- c. Fasset may charge a fee for sending your Assets to, or transferring your Assets from, a Wallet, as set out on the Platform.

### **10.3. Instructions to Fasset for Custodial Services.**

You authorize us to accept, rely upon and/or act upon any instructions received by us without inquiry, assuming the authenticity of any such instructions given or purportedly

given by you or any person authorized by you, or that any person claiming to be your authorized representative is in fact that person. You acknowledge and agree that once given, an instruction cannot be revoked and if acted on by Fasset, the instruction will be binding on you.

Fasset reserves the right at all times to decline to accept your instructions, without giving any reason or explanation or prior notice. For example, Fasset may, in addition to any other rights it may have:

- i. decline to act on your behalf or accept your instructions where we believe that the instruction could result in a breach of any Applicable Law, or that it is unclear, ambiguous or incomplete;
- ii. where you, or a person we believe is connected with you, appears to be a Blacklisted Person, refuse to process or complete any instruction, suspend the provision of a product or Service to you, refuse to permit or to facilitate any of the Assets or Fiat Currency held by Fasset Group to be used or dealt with, refuse to make any Assets or Fiat Currency available to you or to any other Blacklisted Person or other person or terminate the Services; and
- iii. decline to act where there are insufficient Assets or Fiat Currency in the Wallet to carry out the instructions, or where the Transaction does not comply with any limit that applies.

If Fasset exercises its rights under this section, you must pay Fasset on demand any loss that Fasset incurs in relation to any action taken under that section or any Applicable Law.

We may complete your instructions by multiple Transactions and you authorize us to accumulate those Transactions on a single record and specify the volume weighted average price for those Transactions.

- 10.4. **Risk Factors.** This section provides a summary of certain risks relating to using Custodial Services. There are other risks involved in using the Custodial Services. In addition to the risks following general risks apply to the Custodial Services:

As the custodian Fasset has a number of rights pursuant to the Agreement that may adversely affect your position and result in loss. For example, where this section applies, Fasset may sell your Assets from your Wallet and Fasset may not be in a position to return the same Assets at the time they are requested by you. Furthermore, our ability to safeguard your Assets is not absolute;

There may be circumstances where your ability to withdraw any Asset is delayed or restricted beyond three (3) Business Days. In such instances Fasset shall notify you of



such delay or restriction as soon as practicable; the operation of the Custodial Services may require third party contractors with particular expertise in blockchain technology. The availability of such contractors is limited. There may not be sufficient (or any) such contractors available on terms deemed acceptable by Fasset. The costs associated with any such contractors may be significantly greater than currently estimated. Further, the quality, reliability and timely delivery of services by such contractors may vary significantly. These may impact the delivery of the Custodial Services.

## **11. TRANSACTION LIMITS, SOURCE OF FUNDS, RESTRICTIONS, AND REFUND**

11.1. **Transaction Limits.** The use of any or all the Services is subject to a limit on the volume (stated in Fiat Currency or Asset) of which you may transact or transfer in a given period (e.g. daily). Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. We reserve the right to change the applicable limits from time to time as we deem necessary without prior notice to you.

11.2. **Source of Funds.** All persons accessing the Platform shall at all times adhere to and comply with all relevant financial crime regulations, including without limitation any Applicable Law, rules, internal policy or regulatory requirement pertaining to money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, slavery, proliferation of weapons of mass destruction, the trafficking of arms, drugs, humans or wildlife, or evasion of Sanctions (collectively known as “**Financial Crime Regulations**”) with respect to all Transactions or matters whatsoever and howsoever arising whether directly or indirectly from transacting with or via us.

All persons accessing the Platform warrant and undertake (a) that all monies and assets deposited with us from time to time, whether fiat or crypto currency, shall come from a legitimate (and not illegal) source and are not proceeds of any illegal or unlawful activity and (b) to do all such acts and things as may be necessary to enable us to comply with Financial Crime Regulations.

11.3. **Enhanced Due Diligence.** We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with our staff if you wish to raise your limits in respect of any or all the Services (“**Enhanced Due Diligence**”). We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence although if we intend to do so, we will notify you in advance so that you can decide whether you wish to proceed with the request. In our discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have completed the Enhanced Due Diligence.



11.4. **Restriction.** You agree that you will not transfer your assets to any other wallet unless explicitly allowed by Us to do so.

11.5. **Refund.** In the event that an unauthorized transaction occurs, we will refund you or return the amount of that transaction and restore your Fasset Account to the state it would have been in had the unauthorized transaction not taken place.

You must notify us immediately if such an unauthorized transaction occurs on your Fasset Account. If you are fraudulent or you intentionally or negligently fail to carry out your obligations under this Agreement, you will be liable for all resultant losses incurred by you or us.

Where there is a dispute between us and you regarding an unauthorized transaction, we may temporarily credit your Fasset Account whilst we settle the dispute. When we determine that the transaction was authorized, we may reverse that credit and correct errors made in any statement of account without prior notice to you. You will also be liable to us for any credited balance you have transferred which was temporarily credited to your Fasset Account.

Where a transaction is made incorrectly through our error, we shall refund to you the amount of that transaction without undue delay and restore your Fasset Account to the state in which it would have been had the transaction not taken place; although we will endeavor to provide you with reasonable notice where possible. We will do our best to refund you as soon as possible. Irrespective of our liability, on your request, we shall try to trace any incorrect or incomplete transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.

If you are entitled to a refund for a reason of any unauthorized transaction, the refund shall be processed in accordance with this Agreement. The User will return the funds back to Fasset. Once a refund has been posted by the User and received by Fasset, we will arrange for it to be refunded to your Wallet.

You understand, represent and warrant that we may in our reasonable opinion deactivate or cancel your Fasset Account, suspend, restrict, or terminate your access to any or all of the Services in the event that we reasonably suspect and find an unauthorized transaction occurs or we are concerned that the transaction you made was wrong or violated the security of your Fasset Account.

You will be liable for any losses you incur in respect of an unauthorized transaction which arises from the use of lost or stolen credentials (for example when you have failed to keep your password security).

## **12. SUSPENSION, TERMINATION AND CANCELLATION**

- 12.1. We may: (a) refuse to complete, or block, cancel or reverse a Transaction you have authorized (even after funds have been debited from your Account), (b) suspend, restrict, or terminate your access to any or all of the Services and/or (c) deactivate or cancel your Account with immediate effect for any reason, including without limitation where:

All persons accessing the Platform warrant and undertake (a) that all monies and assets deposited with us from time to time, whether fiat or crypto currency, shall come from a legitimate (and not illegal) source and are not proceeds of any illegal or unlawful activity and (b) to do all such acts and things as may be necessary to enable us to comply with Financial Crime Regulations.

- i. we reasonably believe that we need to do so in order to protect our reputation;
- ii. we are, in our reasonable opinion, required to do so by Applicable Law, regulation or any court or other authority to which we are subject in any jurisdiction;
- iii. we reasonably suspect you of acting in breach of the Agreement;
- iv. we reasonably suspect you have breached our “Policy on Prohibited Use, Prohibited Businesses and Conditional Use”
- v. we have concerns (i) that a Transaction is erroneous or (ii) about the security of your Account;
- vi. we suspect the Services are being used in a fraudulent or unauthorized manner;
- vii. we suspect money laundering, terrorist financing, fraud, or any other financial crime;
- viii. use of your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
- ix. you take any action that may circumvent our controls such as opening multiple Accounts unless the same is specifically authorized by us in your case or abusing promotions which we may offer from time to time;
- x. we reasonably suspect you have given incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading;
- xi. you become insolvent or bankrupt or receiver and/or manager, special administrator, trustee or any other similar officer has been appointed over any of your assets or undertakings.

We may also block, cancel or reverse or refuse to complete a Transaction you have authorized where there are insufficient Assets in your Wallet to cover the Transaction and (where applicable) associated fees at the time of which we receive notification of the Transaction or if your credit or debit card or any other valid payment method linked to your Account or Wallet is declined.

If we refuse to complete a Transaction and/or suspend, restrict or close your Account, and/or terminate your use of any of the Services, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and where appropriate the reasons for refusal, suspension or closure, and where applicable, with the procedures for correcting any factual errors or other issues that led to such refusal, suspension or closure. In the event that we refuse to complete a Transaction and/or suspend your Account, we will lift the suspension or complete the Transaction as soon as reasonably practicable once the reasons for refusal and/or suspension no longer exist. However, we are under no obligation to permit you to reinstate a Transaction at the same price or on the same terms as the suspended, reversed or canceled Transaction.

We may suspend, restrict, or terminate your access to any or all of the Services and/or deactivate or cancel your Account, without any reason whatsoever. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of such risk management and security protocols to you.

## **12.2. Consequences of Termination or Suspension**

Upon termination of the Services for any reason, unless prohibited by Applicable Law or by any court or other order to which Fasset is subject in any jurisdiction, you are authorized to access your Account for thirty (30) days thereafter for the purposes of transferring any Asset from your Trading Account. You are not permitted to use the Services or your Account for any other purposes during such period and we may, at our discretion, limit the functionality of the Platform for you accordingly. After the thirty (30) days' period, you shall no longer have access to the Services or your Account (which will be closed by us). If there is any Asset remaining in your Wallet after the termination, Fasset shall have the discretion to transfer the Asset out of Fasset Exchange and to your other accounts based on the information you have provided to Fasset, or otherwise deal with the Asset in accordance with Applicable Laws and regulations such as laws governing unclaimed monies and assets.

If we suspend or close your Account or terminate your use of the Services in whole or in part for any reason, we reserve the right to require you to complete the procedures again before permitting you to transfer or withdraw any Asset. You may cancel your

Account at any time by withdrawing all balances in your Wallet and you shall notify us in writing of such cancellation. You will not be charged for canceling your Account, although you will be required to pay any outstanding amounts owed by you to us. You authorize us to cancel or suspend any pending Transactions in your Account at the time of cancellation of your Account.

Provided any termination of the Services shall not affect the rights of Fasset which have accrued or arisen prior to and up to the date of such termination.

### **13. CHANGE, INTERRUPTION, TERMINATION, AND DISCONTINUANCE OF SERVICES**

Fasset reserve the right, in its sole discretion, to discontinue or terminate the services provided to you without notice, temporarily or permanently, including, but not limited to, the following cases:

1. If the personal information you have provided is not true, or inconsistent with the information at the time of registration and you have failed to provide reasonable proof (please remember, according to the laws or regulations you should submit true information);
2. If you violate the relevant laws and regulations or this agreement;
3. If required by any provisions of the laws and regulations, as well as the requirements of relevant government authorities;
4. For security reasons or other necessary circumstances.

### **14. COMPLIANCE WITH YOUR LOCAL LAWS**

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. When using our Services, You acknowledge that your actions are in a legal and proper manner and your sources of VFAs are not from illegal activities or from activities that can reasonably be considered as illegal. We may discretionarily or in coordination with local law enforcement authorities seize, restrict or close-out your Account, fiat currency and VFAs.

### **15. REFERENCE TO PRIVACY POLICY**

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

### **16. INDEMNITY**

You shall indemnify us and our agents (if any), employees, officers, directors, affiliates, subsidiaries and successors, and hold them harmless from and against all third-party claims except those resulting solely from our breach of the Agreement. Similarly, we shall indemnify and hold harmless you and your agents, employees, commissioners, directors, affiliates, subsidiaries and successors from and against all third-party claims except those resulting solely from your breach of the Agreement.

## **17. PLATFORM AVAILABILITY AND ACCURACY**

### **17.1. Access & Availability**

- 17.1.1. Access to the Services may become degraded or unavailable during times of significant volatility or volume. This could result in the inability to buy or sell for periods of time and may also lead to support response time delays.
- 17.1.2. Although we strive to provide you with a good level of service, we do not guarantee that the Platform or other Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open. Please note that our customer support response times may be delayed, including during times of significant volatility or volume.
- 17.1.3. The Platform and/or Services may not be available at certain times. In particular, there may be a downtime period when you will not be able to access the Platform and/or Services. We may also periodically shut down the Platform and/or Services and interrupt any automatic functions for the following reasons:
  - a. System and software maintenance;
  - b. Seasonal holidays; and
  - c. Any other event that we consider requires suspension of the Platform and/or Services.
- 17.1.4. There are other events that may interrupt or prevent your access to the Platform and/or Services.
- 17.1.5. Fasset shall not be liable for any losses resulting from or arising out of any transaction delays or unavailability or delayed availability of customer support.

### **17.2. Platform Accuracy**

- 17.2.1. Although we intend to provide accurate and timely information on the **Platform**, the Platform including, without limitation, the Material may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.
- 17.2.2. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by Applicable Law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Platform are your sole responsibility and we shall have no liability for such decisions.
- 17.2.3. Links to third party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third party materials accessible or linked to from the Platform.
- 17.2.4. We do not endorse, support, sanction, encourage, verify or agree with the comments, opinions, or statements of third parties displayed on or transmitted via the Platform. Any information or material placed on the Platform by third parties reflect the views, and are the responsibility of, those who post such information or material, and do not necessarily represent the views of Fasset.
- 17.2.5. No aspect of the Platform is intended to provide, or should be construed as providing any investment, tax, legal, financial or other advice of any kind. You should not consider any Material on the Platform to be a substitute for professional advice. If you choose to engage in transactions based on any Material on the Platform, then such decisions and transactions and any consequences flowing therefrom are your sole responsibility. While other users may offer investment advice or opinions, such advice or opinions amount to nothing more than conversational exchanges between persons who may be anonymous or unidentifiable. Fasset does not provide investment advice directly, indirectly, implicitly, or in any manner whatsoever. You should use any information gathered from the Platform only as a starting point for your own independent research.

## **18. GOVERNING LAW**

The Agreement, your use of the Services, any claim, counterclaim or dispute of any kind or nature whatsoever arising out of the Agreement, directly or indirectly, shall be

governed by, and construed in accordance with the laws of the Federal Territory of Labuan, Malaysia, without regard to the principles of conflicts of laws thereof.

## **19. JURISDICTION**

You acknowledge and agree that in the event of any dispute, controversy, difference or claim, including the existence, validity, interpretation, performance, breach or termination of the Agreement or any dispute arising out of or relating to the Agreement ("**Dispute**"), the Parties shall first refer to the dispute resolution mechanism.

## **20. DISPUTE RESOLUTION**

### **20.1. Complaints**

A complaint may be made by you against:

- i. Fasset; or any other person in respect of activity that occurs on the Platform, by submitting a complaint through the channel provided on the Platform/email.
- ii. Fasset will acknowledge your complaint within four (4) Business Days of its receipt by Fasset.
- iii. Fasset will consider your complaint without prejudice based on the information that you have provided and any related information that Fasset considers relevant.

Within twenty (20) business days of receipt of your complaint in writing by:

- i. Requesting further information;
- ii. Offering to resolve your complaint with the requested solution;
- iii. Offering to resolve your complaint with an alternative solution; or
- iv. Making a determination rejecting your complaint, setting out reasons for the rejection.

Upon receipt of the written response by you from Fasset, you will have twenty (20) business days to accept or reject the offer in accordance with the instructions set out in the response. If you shall fail to respond to the written response from Fasset, Fasset may treat the complaint as withdrawn, resolved or closed at its sole discretion.

### **20.2. Arbitration**

**Meeting.** If either Party gives the other Party a written notice claiming that any Dispute

has arisen and the Parties are unable to resolve the Dispute within ten (10) business days of service of that notice, then the Parties must:

1. use their best endeavors to ensure that a meeting is held in an effort to resolve the Dispute; and
2. Make available a representative who has authority to settle the Dispute to attend that meeting.

**Submission to Arbitration.** If the meeting referred to in Clause 20.2 (Meeting) either:

1. takes place and the Parties are unable to resolve the Dispute within ten (10) Business Days of the meeting taking place; or
2. does not take place for any reason whatsoever within twenty (20) business days of service of the notice referred to in Clause 20.2 (Meeting), then either Party to the Dispute is entitled to refer the Dispute to arbitration in accordance with the requirements and procedures set out in Clause 20.3 (Arbitration Proceedings).

#### 20.3. **Arbitration Proceedings**

- i. Subject to **Sections 20.2** (Meeting) and **20.2** (Submission to Arbitration), any Dispute must be referred to and finally resolved by binding arbitration administered by the DIFC-LCIA Arbitration Centre ("**DIFC-LCIA**") in accordance with the DIFC-LCIA Rules ("**Rules**"), as in force when the Notice of Arbitration is submitted in accordance with those Rules, and as may be amended by the rest of this **Section 20.3** (Arbitration Proceedings). Capitalized terms used in this **Section 20.3** (Arbitration Proceedings) and which are not otherwise defined in this Agreement shall have the meaning given to those terms in the Rules.
- ii. The appointing authority shall be the DIFC-LCIA.
- iii. The arbitration proceedings must be conducted in English.
- iv. The arbitral tribunal is to be constituted by one (1) arbitrator appointed by mutual decision of the Parties. If the Parties cannot agree upon an arbitrator within ten (10) Business Days from the date the Respondent receives the Notice of Arbitration, the arbitrator is to be appointed by the DIFC-LCIA.
- v. The arbitration award is final and binding on the Parties and the Parties agree to be bound by it and to act accordingly. Unless required by Applicable Laws or regulatory requirements or with the prior written consent of the Parties, the content, existence and award of any arbitral proceedings must be kept confidential. The costs of the arbitration and reasonable legal fees will be payable



by the Parties as the arbitrator may direct in the arbitration award.

- vi. Unless the Parties otherwise agree in writing or until the arbitral tribunal hands down an award, the Parties are obliged to continue fulfilling their obligations under the Agreement notwithstanding the commencement of an arbitration.

#### **20.4. Enforcement of Arbitration Award**

1. Judgment upon any arbitration award rendered by the arbitral tribunal may be entered, and application for judicial confirmation or recognition or enforcement of the arbitration award may be made in any court of competent jurisdiction.
2. You agree that you will not commence, or attempt or threaten to commence, any proceedings, action or claim (including any claim for compensation or costs) against us in any jurisdiction for the recovery of any loss, damage, cost or expense, or in relation to any liability which has been excluded under the Agreement.
3. Injunctive or Interim Relief. Nothing in this section prevents a Party seeking for an urgent injunctive or similar interim relief from a court of competent jurisdiction.

#### **21. WAIVER OF CONFLICTS**

- 21.1. You acknowledge that circumstances may arise in which Fasset or its officers, employees or agents have a material interest in a Transaction or where a conflict of interest arises between your interests and those of other users of the Site or Fasset Group.
- 21.2. You irrevocably waive, in favor of Fasset Group, any conflict of interest which may arise by virtue of our exercising our rights under this Agreement.

#### **22. NO IMPLIED DUTIES**

Fasset is only required to perform the obligations as set out in this Agreement, and no implied duties or obligations may be read into this Agreement with respect to Fasset. In particular, there are no duties that would oblige us to accept responsibilities more extensive than those set out in this Agreement or which would prevent or hinder us in carrying out any of the activities contemplated by this Agreement or otherwise undertaken by us in the normal course of our business.

#### **23. GENERAL FEEDBACK AND MISCELLANEOUS**

- 23.1. Feedback: If you have any complaints, feedback, or questions, please contact our Customer Service. When you contact us, please provide us with your name and email

address and any other information we may need to identify you, and the transaction on which you have feedback, questions, or complaints.

- 23.2. Miscellaneous: This Agreement set forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and Communications relating thereto. No term or condition of any other document provided to Fasset which is different from, inconsistent with, or in addition to the terms and conditions set forth herein will be binding upon the Parties. You represent and warrant that all information disclosed to Fasset in connection with these terms are true, accurate, and complete.

## **SCHEDULE 1**

### **Term of Use**

This Term of Use constitutes an inseparable and integrated part of the Agreement. All defined terms used herein have the meanings given to them in Clause 1.1 of this Agreement, unless explicitly defined otherwise herein.

You must read the following information carefully before proceeding. This Platform along with our mobile site, mobile application and application programming interfaces ("**APIs**") ) is owned and operated by Fasset Labuan Limited, a company limited under Labuan law with its registered address at Jalan Merdeka, Unit Level 14 (B) & 14 (C), Main Office Tower, Financial Park Labuan, Labuan, 87000, Malaysia ("Fasset", "we", "us", "our"). Unless repugnant to the context, any references herein to the Platform include all the content, information, images, links, sounds, graphics, videos, products, services and functionalities (collectively "**Material**") made available on the Platform. Any references herein to "**User**", "you" or "your" are to the person accessing or using the Platform.

These terms of use along with all the policies and additional terms and conditions referenced herein or elsewhere on the Platform including without limitation the Agreement, form a valid and binding contract between you and Fasset. By accessing and/or using the Platform, you agree to be bound by and comply with the Agreement along with all the guidelines, notices and instructions pertaining to the use of the Platform issued by us from time to time. We reserve the right to update or change the Platform and the Agreement at any time without notice, and we encourage you to check the Agreement periodically and at least each time you access or use the Platform. If you access or use the Platform after the amended Agreement has been published, you will be deemed to have agreed to the amended Agreement. If you do not agree to the Agreement as amended from time to time, please do not access or use the Platform.

If you conduct any transactions through the Platform, each such transaction may be subject to additional terms and conditions which you will be directed to read and accept at the applicable time. To the extent there is any inconsistency between this Agreement and the additional terms and conditions applicable to a specific transaction, the additional terms and conditions applicable to the specific transaction shall apply to that specific transaction and any matters connected with it or arising therefrom.

### **User Obligations**

Your access to and use of the Platform may be restricted based on your citizenship, residency, jurisdiction and/or geographical location. You represent and warrant that you will not access and/or use the Platform if you are a citizen or resident of or located in a Sanctioned Country (as defined in Clause 2(h) of the User Agreement).



You hereby agree to always comply with all our instructions and requirements relating to your access and / or use of the Platform and undertake not to perform any act that would interfere with or adversely affect the normal operation of the Platform, including without limitation the ability of others to access and/or use the Platform or any functionalities, products or services available on the Platform without any hindrance or delay.

You are solely responsible for ensuring the security of the systems and devices that you use to access and/or use the Platform, including through use of anti-virus, anti-malware and other security software.

You agree that you are solely responsible for understanding and complying with all laws, rules and regulations that apply to you on account of your citizenship, residency, location or jurisdiction in relation to your access and use of the Platform and Materials.

### **User Registration**

You are required to register on the Platform in order to access certain parts of the Platform as well as to avail any services on the Platform or to carry out any transactions using the Platform. On successful registration, you will be able to generate a username and password, or other appropriate log-in credentials for your Account. You shall be solely responsible for keeping your log-in credentials confidential in order to prevent their misuse. You shall be solely responsible for any use / misuse of the Platform and any transactions conducted thereon by anyone using your log-in credentials.

### **Eligibility**

You may access and/or use the Platform only if you fulfill the following requirements, and you represent and warrant to us that at the time of registration, and thereafter at every instance when you access or use the Platform you continue to fulfill the same:

In case of individuals, you are 18 years or older, with legal capacity of entering into a valid and binding contract with us, and under no legal, contractual or other restriction or incapacity from accessing and/or using the Platform;

In case of non-individuals, you are a registered and duly formed or incorporated corporation, legal person, entity or other organization represented by its duly authorized representative having authority from such corporation, legal person, entity or other organization to access and/or use the Platform and form a binding agreement with us on its behalf;

You have not been suspended, barred or restricted from accessing the Platform or any other exchange in the past;

You are not a United States Citizen and/or a part of the United States Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, and/or are not otherwise subject to any sanctions or restrictions which disallow you from using and/or accessing the



Platform or which may affect our ability to provide you with our products and services;

You have the full power and authority to agree to the Agreement, and to enter into any transactions or use any service offered on the Platform;

All information and documentation provided by you to us for the purposes of accessing and using the Platform as well as for availing services and entering into transactions on the Platform is true and accurate and it is not incomplete or misleading and that if such information or documentation becomes untrue, inaccurate, incomplete or misleading at any point in future, you will immediately inform us of the same as soon as you become aware that the same is no longer true, accurate, complete and not misleading, including the date on which the correctness or veracity of the same changed;

You will enter into transactions by utilizing only legally obtained digital assets and/or fiat currencies that belong to you without any encumbrances, and you will have full legal and beneficial rights and title to any such assets and/or fiat currencies at the time you transfer them to us or any third parties using the Platform;

You are not a citizen or a resident of or located in, a state, country, territory, region, city, locality, county or other jurisdiction in which access and/or use of the Platform or Sanctioned Country, and have not used technology or any other means including without limitation Tor, VPN or remote access software to misrepresent your geographical location to access the Platform; and

You agree that each time before accessing or using the Platform and / or Services you will ensure that you are not doing so from a Sanctioned Country and would not be breaking any Applicable Laws, rules or regulations in any jurisdiction including in any Sanctioned Country, by doing so.

### **Additional User Information**

You agree to provide us with additional information if so requested by us periodically, for the purposes of identity verification as well as for the detection and prevention of fraud, money laundering, terrorism financing, or any other financial crime.

We may require that you complete certain verification procedures before you can use the functionalities, products and services on the Platform. Such additional information may include personal information, including without limitation, your name, address, phone number, email id, date of birth and government identification documents.

By providing us the information as may be requested by us periodically, you confirm that the information is accurate and authentic and you agree to our using the same for purposes detailed in the Privacy Policy and as permitted under applicable law. Further you understand and agree that Fasset may retain a record of the information you provide.



Information relating to your access or use of the Platform or which has been collected from you may be shared by us with our service providers, agents, business partners and affiliates in connection with our business. Such information may be used including without limitation for: (a) Compliance with the law: we may disclose your information if we believe that disclosure is required under law, to cooperate with regulators or law enforcement authorities or to protect our rights and interests; and (b) Statistical data: we may disclose your information to third parties for statistical purposes or for trade analysis.

Further, you authorize us to make such inquiries as we deem fit, directly or through third parties, in order to verify your identity or protect you, other users of the Platform, the Platform and/or Fasset against fraud, suspicious transactions or other financial crime, and to take such action as we consider being necessary based on the outcome of such inquiries.

You represent and warrant that all information provided by you to Fasset in relation to the use or access of the Platform is non-confidential and non-proprietary and may be used by Fasset as such.

### **Suspension or Termination of Access**

We reserve the right in our sole and absolute discretion to suspend or terminate your access to the entire Platform or any part of the Platform at any time, including by disabling any log-in credentials associated with you, without prior notice, for any reason, including without limitation, if we believe that you have violated or acted inconsistently with the Agreement, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing all or some of the products and services relating to the Platform. In certain circumstances, we may not be in a position to provide information to you about the reasons for such suspension or termination of your access to the Platform.

Further, we reserve the right to restrict access to Restricted Territories, and to implement technical as well as other controls to prevent access to the Platform and the functionalities, products and services available thereon from Restricted Territories.

### **Intellectual Property Rights**

All the intellectual property rights in and to the Platform and the Materials are owned, licensed to or controlled by us, our licensors or service providers. We may update and change the Materials made available on the Platform, including by completely removing any part of the Materials, at any time in our sole discretion without notice to you.

You shall not download, print or otherwise reproduce, distribute, republish, display, broadcast, hyperlink, mirror, frame, transfer or transmit any part of the Platform or the Materials without our express prior written consent. To the extent that the Platform contains functionality that allows you to access or download specific Materials through the Platform, your use of that functionality and the downloaded Materials may be subject to separate terms and conditions which you will



be asked to read and accept at the relevant time, in any event you agree and undertake that any such access or download shall be strictly for personal, non-commercial uses, and conditional on your not modifying the Materials and your retaining all the copyright and other proprietary notices contained in the Materials. Notwithstanding the generality of the foregoing, the intellectual property rights in and to any such Material shall always belong solely to us and our licensors or service providers.

The trademarks, service marks, trade names and logos used and displayed on the Platform (collectively "**Trademarks**") are registered and unregistered trademarks of Fasset and our licensors or service providers. Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks without the express prior written approval of Fasset or any other applicable trademark owner. The name of Fasset or its affiliates and partners may not be used in any manner without our express prior written approval. Fasset expressly prohibits the use of the Trademarks or the name of Fasset as a metatag or as a "hot" link to the Platform or any other site without the express prior written approval of Fasset for the establishment of such a link.

### **Hyperlinks**

The Platform may contain or link to information that has not been created, verified and/or tested by us or anyone on our behalf. Any such information or hyperlinks are provided for your information only and at your sole risk and responsibility. We shall not be responsible for such information or hyperlinks as well as consequences of your accessing or using the same, nor do we endorse the accuracy, completeness or safety of such information and hyperlinks.

Fasset does not guarantee the accuracy or completeness of the information or the hyperlinks on the Platform or that the information or the provision of the hyperlinks on the Platform does not infringe any third party rights. If the Platform contains a hyperlink to another website, Fasset does not endorse, recommend, approve, guarantee or introduce any third parties or the services and/or products offered or advertised by such third parties. Fasset shall not be responsible for the hyperlinks, or for any of the content available on the Platform or on any other website linked via the Platform, or for any loss or damage that may arise from your access and/or use of any of them.

You should review the privacy policy of a linked website before you provide personal or confidential information. Your use of other websites shall be subject to their terms and conditions and you agree that your access to or use of such linked websites or content is entirely at your own risk.

Access to hyperlinked websites of Fasset's affiliates offering certain products or services may be limited to persons located or residing in the jurisdiction of such affiliates. The Materials available on such hyperlinked websites are not intended for persons located or residing in jurisdictions that restrict the access, use, publication or distribution of such Materials.



You may provide a hyperlink to the Platform, on a website you operate subject always to our express prior written approval to the nature and extent of such use, and provided you do not suggest any form of association, approval or endorsement on our part and provided further that you undertake to promptly delete the hyperlink at our request any time following our initial approval of such use.

Except as set out above, you shall not link to the Platform.

### **Use of the Platform**

The Materials made available on the Platform are not intended as and shall not be construed as an offer, solicitation or recommendation to purchase, sell or transact in financial products, provide financial advice, create a trading platform, accept deposits or facilitate acceptance of deposits or provide any other financial services of any nature whatsoever in any jurisdiction.

The Materials contained on the Platform are not intended to provide and should not be construed as financial, tax, accounting or any other kind of advice. You should not act on any Materials without first independently verifying their contents. It is pertinent to note that the Materials available on the Platform do not take into account your objectives, financial situation or requirements. We recommend that you obtain appropriate professional advice where applicable and/or when necessary.

You agree and undertake that you will not and nor will you facilitate someone to:

Use any software, program, material or macros that contains a virus, malware or damaging component which may corrupt the Platform's data or interfere with the operation of the Platform;

Transmit any materials or information through the Platform which are or may be offensive, indecent, defamatory, infringing or which may not be lawfully disseminated under applicable laws or which you know or have reason to suspect contains any virus, malware or damaging component which may detrimentally interfere with the functionality or operation of the Platform; or

Use the Platform other than in accordance with the Agreement and the acceptable use policies of any connected computer networks and any applicable internet standards.

### **Insurance**

Fasset is not under any obligation to insure any Assets or Wallet(s), or to require any other person to maintain any such insurance.

### **Force Majeure**





Fasset shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations or in the Platform's operation, or for any inaccuracy, unreliability or unsuitability of the Platform's contents or functionality if the same is on account of, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control, which includes without limitation acts of God, natural disasters, acts of any government or authority, power failures, internet failures, black swan events, pandemics, war, and the acts of a party for whom Fasset is not responsible.

## **Privacy**

Personal information collected through the Platform shall be processed, shared, transferred and stored in accordance with our Privacy Policy.

### **You represent and warrant that:**

Your disclosure of any personal information to us relating to individuals other than yourself shall be made in accordance with all applicable data protection and data privacy laws, and that such information shall be accurate, up to date and relevant when disclosed;

Before providing such personal information to us, you have read and understood our Privacy Policy and, in case of personal information relating to an individual other than yourself, have provided or at the time of disclosure will provide a copy of that Privacy Policy to that individual; and

If there are any changes to the Privacy Policy notified as per the process for such notifications of change, you will promptly read and provide a copy to any individual whose personal information you have provided to us.

Under certain circumstances, we may require additional information from you, and/or we may require additional verification or screening to be conducted before you are able to access certain services on the Platform. You therefore authorize us and give us consent to (either directly or through a third party):

Screen and verify your information to prevent fraud, money laundering, terrorism financing and other suspicious transactions, including without limitation conducting screening against various sanctions and politically exposed persons lists, querying information contained in public sources and records, querying account information contained in any linked bank or other institutional accounts;

Provide the personal information provided by you or collected by us to banks or other institutions that may require such information in order to facilitate any requested product or service on the Platform;



Provide the personal information provided by you or collected by us, to any permitted third parties; and

Take any action that we deem necessary in our sole discretion as a result of such verification and screening, including further requests or inquiries with third parties, and you authorize and consent to us sharing any information held by us with such third parties, as also authorize and consent to processing by such third parties of the personal information provided to us by you or collected by us, in order to respond to any such inquiry or request by us.

We reserve the right in our sole and absolute discretion to process, share and/or transfer to any of our affiliates and/or subsidiaries as also to permitted third parties all or part of your personal information and/or personal information relating to an individual other than yourself provided by you, without notice to you.

We will process, share, transfer and store any personal information collected through the Platform in accordance with our Privacy Policy.

### **Compliance with Laws and Regulations**

You are responsible for complying with all applicable laws and regulations relating to services you use through the Platform, including without limitation the reporting of any transactions, and the calculation and payment of all applicable taxes in any relevant jurisdiction. If you have any doubts about the laws and regulations that apply to you, you should seek independent legal, accounting and/or tax advice. We may not be in a position to and we shall not be responsible to provide you with any additional reports, information or other material you may request for any legal, accounting, tax or other purposes, if the same is not something provided by us to our registered users in the normal course of business.

### **Online Transmission of Information**

Transmission of information over the internet and through the Platform may be subject to interruption, transmission blackout, delayed transmission, or incorrect data transmission due to internet traffic or on account of the public nature of the internet or otherwise. Please exercise caution, and confirm any relevant details / Communication by other means if you have any doubt about the accuracy of any Communication.

We cannot guarantee and do not warrant the security of any information transmitted by you or to you through the Platform and you solely accept the risk that any such information may be accessed by unauthorized third parties. Information sent over the internet cannot be guaranteed to be completely secure. We will not be responsible for any damages incurred by you as a result of any delay, loss, diversion, alteration or corruption of any Communication either sent to or received from us over the internet.



Any Communication with us or our officers, representatives or agents may be recorded and retained, subject to applicable law, relevant policies and the terms of any applicable written agreement.

### **Severability**

If any part of the Agreement are determined to be illegal, invalid or otherwise unenforceable, to the extent and within the jurisdiction in which such part of the Agreement is illegal, invalid or unenforceable, it will be severed and deleted from the Agreement and the remaining terms will survive, remain in full force and continue to be binding and enforceable without affecting the validity of the remaining provisions. Further, to the extent possible, in such cases, we shall replace the invalid provisions with valid provisions that correspond in the meaning and purpose to the invalid provision, and you agree that such replacement provisions shall be binding on you once the same are published on the Platform or communicated to you in any other manner.

### **Language**

In the case of a discrepancy between the English language version and any other language version(s) of the Agreement or the Platform, the English version shall prevail.

### **Support**

Please contact us at <https://fasset.com/supportif> you have any questions about the Platform or the products and services available on the Platform.

## **Schedule 2**

### **RISK DISCLOSURE**

This Risk Disclosure constitutes an inseparable and integrated part of the Agreement. All defined terms used herein have the meanings given to them in Clause 1.1 of this Agreement, unless explicitly defined otherwise herein.

Assets are a digital representation of value functioning as a medium of exchange, but they are not legal tender in most countries of the world. Assets can sometimes be exchanged for certain fiat currencies, but generally they are not backed or supported by any government or central bank. Their value is completely derived by market forces of supply and demand, and they are more volatile than fiat currencies, securities or traditional investments. The value of Assets is derived from the continued willingness of market participants to exchange fiat currency for such Assets, which may result in the potential for permanent and total loss of value of a particular Asset should the market for such Asset reduce substantially or disappear in its entirety.

Assets as well as trading and investing in Assets using the Platform may not be covered by any sort of insurance. Legislative and regulatory changes or actions at the national or international level may adversely affect the use, transfer, exchange, and value of Assets. Transacting and investing in Assets comes with a number of risks, including volatile market price swings or flash crashes, market manipulation, and cyber security risks. In addition, markets and exchanges dealing in such Assets are not regulated with the same level of controls or customer protections available in equity, option, futures, or foreign exchange investing.

Trading and investing in Assets requires knowledge of markets for such Assets. In attempting to profit through Asset trading and investing you are required to compete with traders worldwide. You should have appropriate knowledge and experience before engaging in substantial Asset trading or investing.

There is no assurance that a person accepting an Asset as payment today will continue to do so in the future. You should conduct independent in-depth research into the legitimacy of each respective Asset, including its platform, before investing. The features, functions, characteristics, operation, use and other properties of the specific Asset may be complex, technical, or difficult to understand or evaluate. The Asset may be vulnerable to attacks on its security, integrity or operation, including attacks using computing power sufficient to overwhelm the normal operation of the particular Asset's blockchain or other underlying technology. Some Asset transactions will be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that a transaction may have actually been initiated.

Trading and investing in Assets can be extremely risky and can lead to large and immediate financial losses. The volatility and unpredictability of the price of Assets relative to fiat currency may result in significant loss over a short period of time. Transactions in Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be

recoverable. The inherent nature of Assets may lead to an increased risk of fraud or cyber attacks. Under certain market conditions, you may find it difficult or impossible to liquidate a position quickly, or even in the long-term, at a reasonable price. This can occur, for example, when the market for a particular Asset suddenly drops, or if trading is halted due to recent news events, unusual trading activity, or changes in the underlying Asset system or any national or international legislation. The greater the volatility of a particular Asset, the greater the likelihood that problems may be encountered in executing a transaction in relation to that Asset. In addition to normal market risks, you may experience losses due to one or more of the following: system failures, hardware failures, software failures, network connectivity disruptions, and data corruption.

An Asset may change or otherwise cease to operate as expected due to changes made to its underlying technology, changes made using its underlying technology, or changes resulting from an attack. These changes may include, without limitation, a "fork," a "rollback," an "airdrop," or a "bootstrap." Such changes may dilute or wipe out the value of an existing Asset position and/or distribute the value of an existing Asset position to another Asset. Fasset in its sole discretion may or may not support any of these changes. Any Asset may be canceled, lost or double spent, or otherwise lose all or most of its value, due to Forks, rollbacks, attacks, or failures to operate as intended. The nature of Assets implies that any technological difficulties experienced by Fasset may prevent you from accessing, disposing or otherwise dealing in your Assets.

## **RISKS AND LIABILITY**

### **1. Risks Relating to Assets**

- a. You hereby acknowledge and agree that Fasset acts in a supportive service providing capacity only and that the underlying nature of Assets and the use of the Services involve significant risks and potential for financial losses, including without limitation the following:
  - i. Purchasing, selling, holding or using Assets carries potential financial, legal, regulatory and other risks;
  - ii. The software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) ("**Underlying Technology**") used to administer, create, issue, transfer, cancel, use or transact the Assets may be complex, technical or difficult to understand or evaluate;
  - iii. The Underlying Technology may be vulnerable to attacks on the security, integrity or operation ("**Attacks**"), including Attacks using computing power sufficient to overwhelm the normal operation of the Underlying Technology;
  - iv. The Underlying Technology may change or otherwise cease to operate as expected as a result of bugs, a change made to the Underlying Technology, a

change made using features or functions built into the Underlying Technology or a change resulting from an Attack;

- v. The Assets may be canceled, lost or double spent, or otherwise lose all or most of their value, due to Forks, rollbacks, Attacks, changes to features, functions, characteristics, operation, use and other properties of such assets (“**Asset Properties**”) or failure of the Assets to operate as intended;
  - vi. The periodic maintenance, whether scheduled or otherwise, on the servers, storage and networking hardware, operating systems, database management systems as well as computers owned by Fasset for the purposes of system upgrades, maintenance and backup procedures during which access to the Platform may be halted temporarily;
  - vii. The Assets may decrease in value or lose all of their value due to various factors including discovery of wrongful conduct, market manipulation, inexplicable price volatility, changes to the Assets or perceived value of the Assets, Attacks, suspension or cessation of support for the Assets by other exchanges or service providers, and other factors outside the control of Fasset;
  - viii. Transactions in Assets may be irrevocable and irreversible, and, accordingly, losses due to fraudulent, erroneous or accidental Transactions may not be recoverable. Lost or stolen Assets may be irretrievable;
  - ix. The value of Assets may be derived from the continued willingness of market participants to exchange Fiat Currency or Assets for Assets, which may result in the potential for permanent and total loss of value of a particular Asset should the market for that Asset disappear; and/or
  - x. The Assets may decrease in value or lose all of its value due to legislative or regulatory activity, or other government action as government regulation in this respect may be unsettled and rapidly evolving;
- b. Assets are for sophisticated purchasers who are knowledgeable and experienced in the features and risks of digital platforms, digital assets, blockchain technology and smart contracts. You should determine for yourself the relevance of the information contained on the Platform, in the Agreement and related materials, in each case as supplemented from time to time, and the necessity for additional enquiry, research and professional advice. Any decision to participate in any Transaction and to use the Services should be based upon such independent investigation and advice as you may deem necessary. The Agreement should not be considered as a recommendation by any person to engage in any Transaction or to use the Services.

- c. Assets rely on various types of distributed ledger technology. Some of this technology is open source software that is built upon experimental technology, namely blockchain. Risks arising from this reliance include the existence of technical flaws in the technology, targeting by malicious persons, majority-mining, consensus-based or other mining attacks, changes in the consensus protocol or algorithms, decreased community or miner support, rapid fluctuations in value of relevant Assets, the existence or development of competing networks, platforms and assets, flaws in the scripting language, disputes between developers, miners and/or users and regulatory action.
- d. Developments in cryptographic technologies and techniques, including the advancement of artificial intelligence and/or quantum computing, pose security risks to all cryptography-based systems including the Assets. Applying these technologies and techniques to Assets and/or the Wallet may result in theft, loss, disappearance, destruction, devaluation or other compromises of the Assets, the Wallet or your data.
- e. Tax treatment of Assets may vary amongst jurisdictions. Your use of the Services including any Custodial Services, as a result of or in connection with any purchase, grant, delivery, exercise, vesting, distribution, activation, holding, use, appreciation, conversion, sale, exchange, redemption, assignment, transfer, disposal, may attract Taxes either now or in the future. Fasset may receive formal or informal queries, notices, requests, or summons from tax authorities and as a result we may be required to furnish certain information about the Services, you and related instructions and Transactions. You must seek independent professional advice on the tax implications in relation to the use of the Services and any applicable Transactions for your particular situation.
- f. You shall be solely responsible for determining the nature, potential value, suitability and appropriateness of the aforesaid risks for yourself, and that Fasset does not solicit, give advice or recommendations regarding acquisition or disposal of Assets, including the suitability and appropriateness of, and investment strategies for, Assets. You agree and understand that this brief statement does not disclose all of the risks associated with Assets and using the Services and consequently you access and use the Services at your own risk. You should, therefore, carefully consider whether such use is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the funds available in your Account.
- g. For the avoidance of doubt, nothing contained in or on the PlatformSite shall be construed as a solicitation of an offer to buy or offer, or recommendation to acquire or dispose of any Asset or to engage in any other Transaction to be construed as any advice for investment, tax, legal, financial or other advice or as a recommendation or a representation about the suitability or appropriateness of any Asset, product or service.
- h. You shall independently evaluate and where necessary, seek advice and consult with your own advisors. The information provided on the PlatformSite is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such



distribution or use would be contrary to law or regulation. You shall do so on your own initiative and risk and you are responsible for compliance with the applicable laws and regulations.

- i. You agree to solely account for the financial risks associated with the Assets and the use of any of the Services. The Services are complex and carry a high level of risk and are not appropriate for users who do not possess the appropriate level of knowledge and experience to deal with them. Fasset is under no obligation to assess the suitability of the Services for users and any comment or statement which may be made by Fasset as to the suitability of the Services should under no circumstances be considered as investment, tax, legal, financial or other advice and should not be relied upon as such.
  - j. You further agree not to hold Fasset liable for any financial losses suffered by you. While Fasset will take commercially reasonable steps to ensure the general safety of Transactions on the PlatformSite, Fasset expressly disclaims any and all liabilities in case the Assets are stolen, hacked or otherwise compromised on account of any third party.
  - k. You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against us, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees, agents or representatives related to any of the risks.
2. **Risks relating to authorized persons.** There are substantial risks in authorizing another person to operate, or contribute to the operation of your Account and/or Wallet. It is possible that instructions could be given and/or Transactions could be performed by persons who are not properly authorized, or who act outside of their authority. You accept all of the risks of such an operation and irrevocably releases Fasset from all liabilities arising out of or in connection with such instructions and or Transactions, whether taken by Fasset or otherwise.
3. **Risks relating to the use of internet or other electronic media**
- a. Any Communication, Transaction or information (including any document) transmitted via the internet or other electronic media involves risks. By accessing the PlatformSite, you acknowledge that you understand and accept the following risks:
  - b. We may use such authentication technologies as we deem appropriate. No authentication, verification or computer security technology is completely secure or safe. You agree to bear all risks of unauthorized access/use, hacking or identity



theft.

- c. The internet or other electronic media (including without limitation electronic devices, services of third party telecom service providers such as mobile phones or other handheld devices or interactive voice response systems) are an inherently unreliable form of Communication, and such unreliability may be beyond our control.
- d. Any information (including any document) transmitted, or Communication or Transactions made, over the internet or through other electronic media (including without limitation electronic devices, services of third party telecom service providers such as mobile phones or other handheld devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.
- e. As a result of such unreliability:
  - i. There may be time-lags, delays, failures or loss of data or loss of confidentiality in the transmission of data and receipt of instructions;
  - ii. While Fasset may believe certain data to be reliable, there may be no independent basis for us to verify or contradict the accuracy or completeness of such data; and
  - iii. Instructions or Transactions may be executed at prices different from those prevailing at the time the instructions were given or Transactions were directed.
- f. You understand that this is not an exhaustive list of all the consequences arising from such unreliability and you agree that you cannot infer any recommendation or endorsement from any data provided on the PlatformSite or otherwise in connection with the Services.
- g. You are solely responsible for preventing anything which may be harmful to any equipment that you use in connection with use or access to the PlatformSite and/or the Services (including any computer virus, malicious program or harmful component) from affecting any such equipment, regardless of whether it originated from the Platform, Services or any other product or service provided by Fasset Group.

#### **4. Risk of changes that could affect your position**

- a. Changes in prices, rates of exchange, fees, charges and other factors may impact upon your overall financial position and/or the value of any particular Assets. Fasset is entitled to act on your instructions and you cannot assume that Fasset will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause loss.
  - b. Before you give any instruction, you should ensure that you understand the relevant procedures, terms and consequences and obtain a clear explanation of any fees and other amounts (if any) for which you will be liable. These matters can impact your position.
5. **Release from Liabilities.** If you have a dispute with one or more users of the Services, you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives, will be liable for any claims, demands and damages (actual and consequential, direct or indirect) of any kind or nature arising out of or in any way connected with such disputes.

### **Schedule 3**

#### **REVERSE SOLICITATION**

This Reverse Solicitation constitutes an inseparable and integrated part of the Agreement. All defined terms used herein have the meanings given to them in Clause 1.1 of this Agreement, unless explicitly defined otherwise herein.

#### **UNDERTAKING**

Before you open an Account with us, you have been made aware, and you hereby confirm, agree and undertake that:

Fasset Group's Platform and the products and services available on the Platform are directed at and restricted to residents in or entities having a place of business in the Federal Territory of Labuan Malaysia, and any jurisdiction that is not restricted by any Malaysian Authority or by Fasset Group. Fasset Group makes no representation that the material, information, products and services contained on the Platform are appropriate, legal or available for use in various jurisdictions globally. In certain jurisdictions where the Platform, products and services are accessible, they may be restricted for use only by corporate, institutional, professional, wholesale and/or other qualified investors, and you need to ensure and abide by your eligibility for access and use of the Platform, products and services in accordance with the laws and regulations of such jurisdictions as are applicable to you.

**THE USE OF THE PLATFORM, PRODUCTS OR SERVICES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. IT IS YOUR SOLE RESPONSIBILITY TO FIND OUT WHAT THOSE RESTRICTIONS ARE AND ABIDE BY THEM.**

For the purpose of any reverse solicitation provisions, you hereby declare that you have approached Fasset Group first, of your own accord and on an unsolicited basis and that any access to the PlatformSite and any products or services available on the Platform or separate approach to Fasset Group is at your initiative and request. You also confirm that you have directly invited and requested Fasset Group to contact you in relation to information regarding and for transacting in the products and services on the Platform.

**NOTHING ON THE PLATFORM SHOULD BE CONSTRUED AS AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO PURCHASE ANY PRODUCTS OR SERVICES.**

The material, information, products and services available on the Platform are for general information only and do not have regard to specific objectives, financial situation or particular needs of any specific individual and/or entity wherever situated. The availability of products or services on the Platform for transactions is not intended to be accompanied by the provision of complete information for you. You should seek advice from a professional advisor regarding the suitability of the products and services, taking into account your specific objectives, financial

situation or particular needs before transacting in any of the products or services on the Platform. In the event you choose not to seek such advice, you should carefully consider whether transacting in any products and services on the Platform is suitable for you in light of your personal circumstances, financial resources and objectives.

In addition, and without prejudice to any right or remedy which Fasset Group may have at law or otherwise in the applicable jurisdiction, Fasset Group shall not be liable to you for any Loss (as defined herein below) suffered by you on account of your accessing or using the Platform or availing any products or services through the Platform. Without prejudice to the generality of the foregoing, Fasset Group shall not, in any event, be liable to you for any indirect or consequential Loss of any anticipated profits or punitive damages. "**Loss**" means on a full indemnity basis, any and all losses, claim, liabilities, costs, fees, charges, expenses, penalties, fines, taxes and/or levies of whatsoever nature or howsoever arising, including profits or advantage which may be deprived or lost and/or legal fees.

### **Indemnification.**

Without prejudice to any other right or remedy which we may have against you, you undertake to indemnify and hold harmless and keep indemnified and held harmless Fasset, our affiliates and service providers and our respective officers, directors, joint venturers, employees, advisers, consultants, agents and representatives from and against any and all actions, claims, demands, proceedings, investigations, liabilities or judgments and any and all losses, damages, costs, charges and expenses (actual and consequential, direct or indirect) on full indemnity basis including all attorneys' fees and any fines, fees or penalties imposed by any regulatory authority, of whatever nature which refer or relate to or arise, directly or indirectly, in connection with or arising out of:

- a. Your breach of any of the terms and/or conditions specified under the Agreement (including without limitation your breach of our Policy on Prohibited Use, Prohibited Businesses and Conditional Use;
- b. Your violation of any law, rule or regulation, or the rights of any third party;
- c. Your breach of any of the representations and warranties given by you; and
- d. Any service provided by a third party.

**Limitation of Liability.** Fasset's total aggregate liability to you for any individual claim or series of connected claims for losses, costs, liabilities or expenses which you may suffer arising out of, or in connection with, any breach by Fasset of the Agreement shall be limited to a maximum aggregate value of the combined value of the Assets in your Account at either the time of the relevant claim, or at the time the breach occurs, whichever is lower. Where we are considering a specific claim relating to a specific Transaction, this sum shall be further limited to the purchase or sale amount (as relevant) of the Transaction in Dispute.

**Limitation of Loss.** In addition to the liability cap as set out in Limitations of Liability above, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees, agents or representatives, be liable for any of the following types of loss or damage arising under or in connection with the Agreement, or otherwise:

- a. Any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and/or any actual or hypothetical trading losses, whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy, sell or swap Transaction properly, your damages are limited to no more than the combined value of the supported Assets at issue in the Transaction, and that you may not recover for any loss of anticipated trading profits or for any actual trading losses made as a result of the failure to buy, sell or swap;
- b. Any loss of, or damage to, reputation or goodwill; any loss of business or opportunity, customers or contracts, any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same;
- c. Any loss of use of hardware, software or data and/or any corruption of data, including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of Asset price data, any error or delay in the transmission of such data and/or any interruption in any such data; and
- d. Any loss or damage whatsoever which does not arise directly as a result of our breach of the Agreement (whether or not you are able to prove such loss or damage).

**No Liability for Breach.** We shall not be liable for any breach of the Agreement, including delays, failure in performance or interruption of service, where they arise directly or indirectly from abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor shall we be liable where the breach is due to the application of mandatory legal or regulatory rules or any court order.

**Force Majeure Event.** Fasset is not responsible for any failure to perform any of its obligations (nor will it be responsible for any unavailability of the Platform, Services, Account, Wallet, Assets credited to the Wallet) if such performance is prevented, hindered or delayed by a Force Majeure Event, in which case its obligations will be suspended for so long as the Force Majeure Event continues.