

Trizard's Electronic Trading Terms of Service

These Electronic Trading Terms of Services ("**Terms**") sets out certain additional provisions and definitions applicable to the Master Client Agreement entered by you and Trizard Limited ("**Trizard**") in relation to all transactions entered by you and Trizard ("**Agreement**"). These Terms are supplemental to, and forms part of the Agreement. If any part of these Terms is in any way inconsistent with other parts of the Agreement, such other parts of the Agreement shall prevail.

1. SCOPE

- 1.1 These Electronic Trading Terms of Service (the "**Terms**") govern your access to and use of the application programming interface ("**API**") and website ("**Website**") of Trizard, and provided to you by Trizard, its OTC trading platform (the "**OTC Platform**") and the electronic transactional services made available through the OTC Platform (the "**Electronic Trading Services**" or the "**Services**"). These Terms, jointly with the Agreement and any additional terms and conditions, policies, agreements and disclosures to which you have agreed are hereafter referred to collectively as the "**Agreement**". These Terms constitute an integral and inseparable part of the Agreement, therefore, please also ensure that you have read and are updated from time to time on the Agreement. Unless determined otherwise in these Terms, the remaining provisions under the Agreement shall apply.
- 1.2 If you are a corporate body, partnership association or other organisation you shall ensure that your employees, agents and independent contractors you have authorised to use the Services on your behalf ("**Authorised Users**") have read, understand and comply with these Terms and you shall be responsible for any Authorised User's breach of these Terms.
- 1.3 If you are accepted as a client and are given an electronic client account ("**Account**") we may provide you or your Authorised Users with login credentials which can be used to access the Services. You are responsible for keeping the details of your Account (including any passwords) secure. You acknowledge and agree that we have no duty or obligation to verify or confirm the actual identity of the person who accesses your Account using validly issued credentials or that the person who accesses the OTC Platform, Website or the Services using such validly issued credentials is, in fact, an Authorised User.
- 1.4 The rights provided under this Agreement are granted to you only, and shall not be considered granted to any subsidiary or holding company.

2. YOUR OBLIGATIONS

- 2.1 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between you and us and except to the extent expressly permitted under these Terms, you shall not, and shall procure that your Authorised Users shall not:
 - (a) access the OTC Platform or Services through automated means except via our API;
 - (b) develop applications using the OTC Platform, Website, API or the Services without our written consent;
 - (c) do anything that could overburden or impair the functionality of, or put undue strain on the OTC Platform, Website, API or the Services, including through denial of service, distributed denial of service or other attack;

- (d) breach nor permit any third party to breach or attempt to breach any security measures used in connection with the OTC Platform, Website, API or the Services;
 - (e) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit, or distribute all or any portion of the API, the Website and/or the OTC Platform (as applicable) in any form or media or by any means;
 - (f) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the OTC Platform, the Website or the API;
 - (g) access all or any part of the Services, Website, API and/or OTC Platform in order to build a product or service which competes with the Services, Website and/or OTC Platform;
 - (h) license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit or make the Services, API and/or OTC Platform available to any third party; or
 - (i) attempt to obtain, or assist third parties in obtaining, access to the Services, Website and/or OTC Platform, other than as provided under these Terms.
- 2.2 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Website, API and/or the OTC Platform through your Account and, in the event of any such unauthorised access or use, promptly notify us.
- 2.3 You acknowledge and agree that the OTC Platform, Website, API or the Services (fully or in part) may be suspended temporarily or access may be restricted or suspended or limited for the purposes of maintenance or repair without notice and we make no warranty that the OTC Platform, Website, API or the Services will be fully available.
- 2.4 We may at any time suspend or cease to provide you and/or your Authorised Users with access to the whole or any part of the OTC Platform, Website, API and/or the Services or revoke your Account for any reason, including your breach of this Clause 2. We retain complete discretion and authority to add, delete, modify or revise in whole or in part of the Services, Website, API and/or OTC Platform.

3. LICENCE TO USE THE OTC PLATFORM, WEBSITE, API AND SERVICES

Subject to these Terms, we grant you a non-exclusive, non-transferable, personal licence during the term of these Terms to use, and to allow your Authorised Users to use, (but not modify) the OTC Platform, Website, API and/or the Services on your own account as principal. All rights not expressly granted herein are reserved by us. You acknowledge and agree that all intellectual property rights in and to the OTC Platform, Website, API and/or the Services, as applicable, including any trademarks, belong to us or our licensors and are protected by law.

4. LIMITATION OF LIABILITY

Subject to Clause 25.2 of the Agreement, the OTC Platform, Website, API and the Services are provided on an “as is” and “as available” basis without any representation or warranty, whether express, implied or statutory. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We do not make any representations or warranties that access to any part of the service, or any of the materials contained therein, will be continuous, uninterrupted, timely, error-free, secure, or free of viruses, worms, Trojan horses or other code with contaminating or destructive properties. Operation of

the OTC Platform, Website, API or the Services may be interfered with by numerous factors outside of our control. We make no representations or warranties concerning the real or perceived value of any quoted currency. Further, we make no representation or warranties as to the quality, suitability, usefulness, accuracy, or completeness of the Services or any materials contained therein or otherwise made available on or via the OTC Platform, Website or the API.

5. RISKS RELATED TO ELECTRONIC TRADING

- (i). Undertaking trades on an electronic trading system will expose you to the technical risks associated with the particular trading system, including the failure of software, hardware or connectivity issues; which may lead to among others, failure / delay to withdraw, sell, and/or purchase the Digital Assets as well as failure / delay to log in to the Account. Neither we nor our Affiliates (as defined in the Agreement) shall be responsible nor shall have any liability to you or your Authorised Users for such failures or any related losses.
- (ii). It is not possible for Trizard to eliminate all security risks. You are responsible for keeping your Account password safe, and you may be responsible for all the transactions under your Account, whether you authorised them or not. Transactions in Digital Assets may be irreversible, and losses due to fraudulent or unauthorised transactions may not be recoverable.
- (iii). Cyber Attack: You acknowledge that digital crypto asset may be subject to expropriation, theft or fraud by hackers or any malicious groups that may attempt to interfere with our system in any way, including malware attacks, denial of service attacks, consensus-based attacks, sybil attacks, smurfing and spoofing that may result in the loss of your digital data.
- (iv). Taxes: You agree that any tax obligations and/or fees arising upon and/or applied to in relation to the use of Services shall be borne by each party in accordance with each party's portion, all in accordance with the applicable laws and regulations (particularly those pertaining to taxation).

6. CONSENT TO ELECTRONIC COMMUNICATIONS

- 6.1 We may provide certain disclosures, notices and other communications (including, without limitation, agreements, variations and updates to such agreements (including the Agreement), Confirmations, statements and trade history and other documents, notices and disclosures that we provide in connection with the OTC Platform and your use of the Services) (collectively "**Communications**") to you in written form. You hereby consent to receive those Communications in electronic form. Your use of the OTC Platform confirms your ability and consent to receive such Communications electronically, rather than in paper form.
- 6.2 Electronic Communications shall be deemed to be received by you upon delivery in the following manner:
 - (a) posting them on the Website;
 - (b) sending them via electronic mail to the email address registered with your Account; or
 - (c) otherwise communicating them to you via the OTC Platform or the Services.
 - (d) It is your responsibility to keep contact details registered with us up to date so that we can communicate with you electronically. You understand and agree that if we send you

an electronic Communication but you do not receive it because your details with us are incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you.

- 6.3 You acknowledge that (i) by replying to our Communication that providing you of these Terms and (ii) in such reply you indicate that you agree on these Terms, will constitute as your formal approval and agreement on these Terms and will not object in any way to the same.