

# **ROOBEE FINANCE TERMS OF USE**

roobee.finance

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**PLEASE CAREFULLY READ THESE TERMS OF USE FOR THE ROOBEE FINANCE SERVICE (HEREINAFTER – ROOBEE FINANCE) BEFORE USING THE WEBSITE [HTTPS://ROOBEE.FINANCE/](https://roobee.finance/), THE PRODUCTS AND THE SERVICES OFFERED HEREWITH, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU SHALL NOT USE THE WEBSITE [HTTPS://ROOBEE.FINANCE/](https://roobee.finance/), THE PRODUCTS AND THE SERVICES OFFERED HEREWITH.**

**SERVICES, OFFERED AT THE WEBSITE ARE THE INTERFACE OF THE SERVICES INTEGRATED INTO THE WEBSITE, WHICH ARE PROVIDED BY THIRD PARTIES (HEREINAFTER – “PRODUCTS”). THE ADDITIONAL SERVICES AND PRODUCTS MAY BE ADDED TO THE WEBSITE FROM TIME TO TIME. USING PRODUCTS INVOLVES RISKS, AND YOU SHOULD BE ABLE TO BEAR THE LOSS OF YOUR ENTIRE USING. YOU SHOULD MAKE YOUR OWN DETERMINATION OF WHETHER OR NOT TO INTERACT WITH ANY AVAILABLE PRODUCT, BASED ON YOUR OWN INDEPENDENT EVALUATION AND ANALYSIS. DO NOT INTERACT WITH ANY OF OFFERED AT THE WEBSITE PRODUCT IF YOU ARE NOT AWARE IN DEALING WITH DIGITAL CURRENCY, DIGITAL ASSETS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO INTERACTING WITH PRODUCTS, YOU SHOULD CAREFULLY CONSIDER THESE TERMS OF USE, TERMS OF USE OF THE PROVIDER OF SUCH PRODUCT AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS IS UNACCEPTABLE TO YOU, YOU SHOULD NOT INTERACT WITH ANY OF OFFERED AT THE WEBSITE PRODUCTS. BY INTERACTING WITH PRODUCTS, AND TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS PROTOCOLS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE AVAILABLE PRODUCTS, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH BELOW.**

**THE WEBSITE DOES NOT PROPOSE ANY PRODUCT THAT CONSTITUTES SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME, CAPITAL MARKET PRODUCTS, DEBENTURE, SPOT FOREIGN EXCHANGE CONTRACTS, SHARES OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY JURISDICTION. ROOBEE FINANCE PROVIDES WITH THE POSSIBILITY TO MEET THE CUSTOMERS AND THIRD PARTIES CONTRACTORS AT THE PLATFORM MARKETPLACE.**

**ROOBEE FINANCE, THE WEBSITE [HTTPS://ROOBEE.FINANCE/](https://roobee.finance/), SERVICES AND PRODUCTS OFFERED HEREWITH ARE NOT INTENDED FOR THE USE OF, AND CAN NOT BE USED BY, CITIZENS OF, NATURAL AND LEGAL PERSONS, HAVING THEIR HABITUAL RESIDENCE, LOCATION OR THEIR SEAT OF INCORPORATION IN (I) THE UNITED STATES OF AMERICA (INCLUDING ITS STATES AND THE DISTRICT OF COLUMBIA), PUERTO RICO, THE VIRGIN ISLANDS OF THE UNITED STATES, ANY OTHER POSSESSIONS OF THE UNITED STATES OF AMERICA, OR (II) CANADA, DEMOCRATIC PEOPLE’S REPUBLIC OF KOREA (NORTH KOREA), IRAN, SYRIA, SOMALIA, SOUTH SUDAN, SUDAN, GUINEA, GUINEA-BISSAU, IRAQ, LEBANON, MYANMAR (BURMA), VENEZUELA, ZIMBABWE, JAMAICA, PAKISTAN, BAHAMAS, BARBADOS, GHANA, BOTSWANA, CAMBODIA, PANAMA, ALBANIA, MAURITIUS, MONGOLIA, UGANDA, ICELAND, CUBA, OR (III) THE COUNTRY OR TERRITORY WHERE USING THE PLATFORM, ITS ONLINE SERVICES OR THE METHOD OF PAYMENT FOR THE SERVICES SPECIFIED AT THIS PLATFORM IS PROHIBITED OR IN ANY MANNER RESTRICTED BY APPLICABLE LAWS OR REGULATIONS.**

**IF SUCH RESTRICTED PERSON USES ROOBEE FINANCE OR THE SERVICES AT THIS WEBSITE, SUCH RESTRICTED PERSON HAS DONE SO ON AN UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS AND IN THIS REGARD SHALL BEAR NEGATIVE CONSEQUENCES CONTEMPLATED IN THIS TERMS OF USE.**

**ROOBEE FINANCE RESERVES THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR CONDITIONS BEFORE ACCEPTING THE CUSTOMERS RESIDING IN OR FROM SPECIFIC COUNTRIES IN ITS SOLE DISCRETION.**

**ROOBEE FINANCE HAVE NOT BEEN LICENSED, APPROVED, DISAPPROVED OR RECOMMENDED BY THE SECURITIES AUTHORITY OR ANY OTHER REGULATORY AUTHORITY IN ANY JURISDICTION. NO AUTHORITY HAS EXAMINED, PASSED JUDGMENT UPON OR ENDORSED THE MERITS OF OUR SERVICES OFFERED AT THE WEBSITE.**

**ANY OR ALL THIRD PARTIES, OFFERING THEIR PRODUCTS AT THE WEBSITE, AS WELL MIGHT HAVE NOT BEEN LICENSED, APPROVED, DISAPPROVED OR RECOMMENDED BY THE SECURITIES AUTHORITY OR ANY OTHER REGULATORY AUTHORITY IN ANY JURISDICTION. BEFORE MAKING DECISION TO INTERACT WITH ANY OF OFFERED PRODUCTS YOU SHOULD LEARN CAREFULLY THE INFORMATION ABOUT THE PROVIDER OF SUCH PRODUCT.**

**IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT ACCEPT THESE TERMS OF USE AND DO NOT USE THE WEBSITE AND ITS SERVICES.**

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## **1. Introduction to the Terms of use.**

Welcome to ROOBEE FINANCE, a decentralized platform built on Binance Smart Chain (hereinafter "BSC"). With the help of ROOBEE FINANCE, Users are able to perform the entire set of actions needed for interaction with BSC — make cross-chain transfers, trade and swap assets, or earn interest on them on BSC.

We hope that you will enjoy using ROOBEE FINANCE, and we did our best to ensure that you will find it useful.

These Terms of use (hereinafter referred to as "Terms", "Terms of use", "Terms of service", "Agreement") govern your usage of the website ROOBEE.FINANCE and all of its subdomains and all their respective pages ("Website"). By using the Website, you confirm your full acceptance of these Terms of

use. If you disagree with the Terms of use or any part of the Terms of use, you must not use the Website. These Terms shall be considered as an accession agreement. By joining this Agreement, you agree to perform all further operations on the terms and in the manner established by these Terms. Joining this Agreement is carried out by connecting your digital currency wallet as defined further on.

You must agree with and accept all of the terms and conditions contained in the Terms of use before using the Website.

We reserve the right to update and/or to change these Terms of use or other conditions of using the Website at any time without notice to you. You are responsible for regularly reviewing these Terms. Your continued use of this Website following any amendments to the Terms of use constitutes your acceptance of such amendments. If you do not agree with these Terms, please stop using this Website. By using the Website after the Terms have been amended, you confirm that you accept these changes and agree to be bound by the amended Terms of use.

These Terms of use shall prevail over any previous agreements, arrangement, expressed or implied statements available at the Website at any moment preceding the current version.

You must be at least 18 years of age or older to use the Website. You represent and warrant that you are at least 18 years of age or older and are fully able and competent to enter into, and abide by, these Terms. If you are not yet 18 years of age, or do not wish to abide by these Terms, you must not use this Website.

One may not make commercial and/or serial and/or automated use of this Website. This Website strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers.

## 2. Definitions

The following terms used throughout these Terms of service shall have the meaning and scope indicated below:

**"Company"**, **"ROOBEE"** or **"we"** means means the company, within the ROOBEE project.

**"Company Parties"** means the Company and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns. **"Company Party"** means one of the foregoing, as the case may be.

**"Customer"**, **"User"**, **"you"** refers to:

- a) individual who has reached the age consent under the law of the country of individual's residence and is over 18 years old, which are authorized for using Service
- b) entities which are incorporated and make deals under the Law of the country of their incorporation, which are authorized for using Service.

Anyway, each Customer must have the full legal capacity.

**"Content"** - all text, information, graphics, audio, video and/or other data that is used or/and offered in the Website and/or Application.

**"Damages"** means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

"**Privacy Policy**" means the document describing the methods how the Company collects, uses and releases information collected from you available on the Website and/or Application (as may be amended from time to time).

"**Services**" means a service of providing to the Customers a number of integrated services, provided by Third Parties, through the single interface, provided as a Website.

"**Product**", "**Products**" means service, including but not limited to exchange, farming, Roobeebridge, Binance-bridge etc., available to Customers on the Website.

"**Third Party**" means a legal entity, incorporated and acting in accordance with legislation of its jurisdiction and offering or providing its Services or Product via the Website.

"**Restricted Persons**" has the meaning, set out in Article 5.2.

"**Third-Party Content**" has the meaning, set out in Article 10.

"**User Content**" has the meaning, set out in Article 10.

"**Click, to Click on/to**" has the meaning, set out in Article 10.11.

"**Website**", means the website at: [www.roobee.finance](http://www.roobee.finance).

"**Blockchain**" means a kind of growing database, which consists from a number of records (called blocks) with information about performed transactions in Digital Currency, linked by cryptography.

"**Digital Currency**" means blockchain-based assets or rights, or other similar digital representations of rights or assets, including but not limited by Bitcoin, USDT, Ethereum and other digital currencies, in which encryption and distributed ledger techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently from any particular government, person or entity;

"**Digital Assets**" means a Digital Currency or a token that is available in a particular public blockchain network and might be used at the Website. The Website may from time to time without argumentation and in full discretion add to or remove a particular cryptocurrency or a token from the list of supported cryptocurrencies and tokens without the need to change these Terms.

"**Fiat Currency**" means any currency, issued by government and not secured by gold or any other precious metals.

"**Yield farming**" means a way to generate rewards with Digital Currency holdings.

"**Liquidity pool**" means a pair that consists of a contributed Digital Currency and a Digital Currency in which the reward is issued.

### **3. Scope of Services**

3.1 The Company provides Services to support to Customers and Third Parties who wish to use/provide services based on Blockchain and related to operation with Digital Currencies and other Products.

3.2 You are not required to create an account in order to be able to use the Services. You should just connect your Digital Currency wallet to the Website. As soon as you connect the Digital Currency wallet, you become an Authorized User and will be able to monitor and interact with all Digital Currencies available in your Digital Currency wallet(s) and to use the Products available at the Website.

3.3 In order to be able to provide you with the Services by the Company, Company Party or Third Party provide you with access to the Website with a limited license to view and use the Content, which you may not transfer to any third party and/or use in any unlawful way.

3.4 If the Product is provided by a Third Party, you will be informed about it in an appropriate way. Please make sure to carefully read such notifications. In case you do not agree with terms and conditions (and with other appropriate documents) provided by a Third Party, you shall not use such Product(s). The Company shall not in any case be liable for the Services made available and provided by Third Parties via the Website.

#### **4. Products available at the Website**

4.1 All Products presented on the Website are available only to Authorized Users and are provided by Third Parties. PLEASE TAKE YOUR TIME TO CAREFULLY READ THE DETAILED TERMS OF PROVISION OF EACH PRODUCT ON THE APPROPRIATE RESOURCES SUPPORTED BY SUCH THIRD PARTIES AND BE SURE TO ENGAGE IN ANY TRANSACTIONS IN RELATION TO ANY AVAILABLE PRODUCT ONLY IN CASE YOU UNDERSTAND ALL THE TERMS AND AGREE TO BEAR ALL THE RISKS RELATED TO SUCH TRANSACTIONS.

4.2 As soon as You become an Authorized User, as defined by Article 3.2 hereof, you will be able to monitor all your Digital Currencies available in Your Digital Currency Wallets via the Dashboard. The Dashboard also reflects all changes of the amount of such Digital Currencies, as well as reflects the percentage of each Digital Currency in relation to the total amount of Digital Currencies available in all integrated Digital Currency Wallets.

4.3 Save is a Product, which shows You possible profitability in case You interact with a Farming Product, available at the Website. THE INFORMATION ABOUT POSSIBLE PROFITABILITY IS PROVIDED ONLY FOR INFORMATION PURPOSES AND DOES NOT CONSTITUTE ANY OFFER, OR A SOLICITATION OF AN OFFER, OR A RECOMMENDATION TO ENGAGE IN FARMING OR INTERACT WITH ANY OTHER PRODUCT AVAILABLE AT THE WEBSITE. FOR MORE DETAILS, PLEASE CAREFULLY READ THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY ARTICLE HEREOF.

4.4 Via the Farm Product, You can find Liquidity Pools available for interaction.. Such Liquidity Pools represent pairs of Digital Currencies, by interacting with which you can provide liquidity for one Digital Currency and receive a profit in another Digital Currency. EACH LIQUIDITY POOL IS PROVIDED BY A THIRD PARTY. THE WEBSITE ONLY PROVIDES INFORMATION ABOUT PRODUCTS. ALL TRANSACTIONS, WHICH YOU MAY ENGAGE IN ARE SUPPORTED AND PROCESSED BY A THIRD PARTY. PLEASE ENGAGE IN ANY TRANSACTIONS WITH A LIQUIDITY POOL ONLY IF YOU HAVE CHECKED THE TERMS, PROVIDED BY THE RESPECTIVE THIRD PARTY.

4.5 You can interact with active Liquidity Pools only. If a Liquidity Pool is marked "Closed", you will not be able to interact with this Liquidity Pool anymore. If You have interacted with the closed Liquidity Pool before, You might have earned a profit. You will be able to withdraw both the profit accrued in certain Digital Currency as a reward from Yield Farming and the Digital Currency which was provided by You as liquidity. THE COMPANY DOES NOT AND WILL NOT ACT AS YOUR TAX AGENT. YOU ARE SOLELY RESPONSIBLE TO CHECK WHETHER SUCH PROFIT IS TAXABLE IN THE JURISDICTION OF YOUR TAX RESIDENCE AND PAY APPROPRIATE TAXES IN CASE THEY APPEAR. PLEASE CAREFULLY READ THE TAXES ARTICLE HEREOF REGARDING PAYING TAXES.

4.6 The Exchange Product is a liquidity aggregator that utilizes a number of exchange providers which may be changed and added from time to time. In the 'Exchange' section, you can swap cryptocurrencies on BSC in a decentralized manner.

4.7 Roobee ridge is a Product which allows you to transfer ROOBEE tokens from one network (for example, BSC) to another (Ethereum network).

4.8 Binance ridge is a Product which allows you to transfer any Digital Currencies from one network (for example, BSC) to another (Ethereum network).

4.9 The Company reserves the right for an emergency stop of functionality, the right to terminate the Digital Currency, Digital Assets and/or Products delivery process at the sole

discretion of the Company not being considered a breach of these Terms and shall only be applied in limited situations, such as, but not limited to:

- a. serious security issue detected;
- b. serious network performance issue, depriving all users of equal treatment;
- c. any type of material attack on the Digital Currency, Digital Assets and/or Products, the Platform, Website or Ethereum network;
- d. requirements of applicable law.

4.10 You acknowledge and agree that we do not have any control for the transactions, made by you through the means of the Website. All the transactions with Digital Currencies and other Products, as well as decisions to enter in such transactions, are made solely by you, therefore we are not liable for any transaction, made using the Website.

4.11 If you choose to interact with the Website and/or Products available at the Website, we and/or the Third Party, as applicable, shall take all commercially reasonable efforts to create effective mechanisms to eliminate the risks, arising from possible misuse of the Services and Products to legalize proceeds of crime and financing of terrorism through the activities of risky customers, and to detect unwanted activities arising from them by adopting and appropriate Know Your Client (KYC), Anti Money Laundering (AML) and Counter Terrorist Financing (CTF) Policies.

4.12 The above mentioned Policies shall:

- i. be governed by the applicable law;
- ii. respect international standards in this area;
- iii. follow the principles of KYC, especially:
  - name matching against international lists of persons and movements under sanction;
  - analysis and verification of the Customer's true identity;
  - more rigorous identification and verification of the Customer if necessary;
- ii. monitor Customers' Wallet in case of suspicious transactions (if applicable);
- iii. do not create anonymous accounts and do not register at the Platform the Customers who refuse to undergo the identification;
- iv. include training and informing the Company's employees;
- v. includes appointment of KYC/AML/CTF officer.

4.13 You acknowledge and agree that we are allowed to transfer to the Third Party, who is providing Services via the Website your personal data necessary to commit KYC/AML/CTF check prior to delivery of Digital Currencies, Digital Assets and/or Products. You confirm that you give your consent to us to such transfer, if any. You give us your consent on processing of such your personal data, if any, in purposes of KYC/AML/CTF check to the Third Party.

4.14 We reserve the right to adopt additional KYC/AML/CTF check before creating to you a Wallet or provide you with access to use the Services and/or Products, offered via the Platform.

4.15 You accept the risks to be denied as the participant of the Website at any time due the reasons of KYC/AML/CTF check and/or due the fail to provide with requested documents or information.

4.16 Your failure to provide accurate and complete information required for passing the KYC/AML/CTF procedures may result in delays, losses, costs, non-delivery of refunds of Digital Currencies, Digital Assets and/or Products, or other issues.



4.17 Digital Currencies, Digital Assets and Products, available at the Website are not consumer products and you accept explicitly and agree to it that when you buy Digital Currencies, Digital Assets and/or Products you are not covered by the consumer protection regulations of any jurisdiction.

4.18 You are responsible for implementing all reasonable and appropriate measures for securing your Digital Currency Wallet, vault or other storage mechanism you use to make payments and to receive and store Digital Currencies, Digital Assets and/or Products that are issued to you by the smart contract, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to Digital Currencies, Digital Assets and/or Products. We shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of Digital Currencies, Digital Assets and/or Products nor shall we be under any obligation to recover or return any Digital Currencies, Digital Assets and/or Products and Company hereby excludes (to the fullest extent permitted under Applicable Law) any and all liability for any security breaches or other acts or omissions which result in your loss (including loss of access to) of Digital Currencies, Digital Assets and/or Products.

## 5. Eligible Operating with Digital Currencies, Digital Assets and Products

5.1 By interacting with the Website and/or Products you covenant, represent, and warrant that (under the Applicable Law and law of your residence):

- a. You are of an age of majority to accept these Terms (at least 18 years of age), meet all other eligibility criteria and residency requirements, and is fully able and legally competent to use the Digital Currency, Digital Assets and/or Products and in doing so will not violate any other agreement to which you are a party; and
- b. you have necessary and relevant experience and knowledge to deal with Digital Currency, Digital Assets and/or Products, available at the Website, and blockchain-based systems, as well as full understanding of their framework, and are aware of all the merits, risks and any restrictions associated with Digital Currency, Digital Assets and/or Products, available at the Website (their purchase and use) and blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge; and
- c. you are a corporation or other legal entity, you have the right, power and authority to accept these Terms on behalf of the corporation or other legal entity and bind them to these Agreement; and
- d. you will not be using Digital Currency, Digital Assets and/or Products for any illegal activity, including but not limited to money laundering and the financing of terrorism; and
- e. all documents and information provided by you to Company and/or Third party are valid and accurate.

5.2 You are only allowed to interact with the Website if and by such interacting you covenant, represent, and warrant that you are not a **Restricted Person**. Offering of Products and is not directed at, and each purchaser of Digital Currency, Digital Assets and/or Products will be required to represent, among other things, that they are not:

- a. a citizen, resident (tax or otherwise) of, a person located or domiciled in, or any entity organized in or owned by certain persons in
  - i. the United States and its territories like Puerto Rico, American Samoa, Guam, Northern Mariana Island, and the US Virgin Islands (St. Croix, St. John and St. Thomas) (including any U.S. Person pursuant to the U.S. Securities Act of 1933 (as amended)),
  - ii. Canada,
  - iii. any jurisdiction listed by the Financial Action Task Force as high-risk or with strategic

deficiencies; iv. Democratic People's Republic Of Korea (North Korea), Iran, Syria, Somalia, South Sudan, Sudan, Guinea, Guinea-Bissau, Iraq, Lebanon, Myanmar (Burma), Venezuela, Zimbabwe, Jamaica, Pakistan, Bahamas, Barbados, Ghana, Botswana, Cambodia, Panama, Albania, Mauritius, Mongolia, Uganda, Iceland, Cuba, or

v. any jurisdiction for or in which the sale Digital Currency, Digital Assets and/or Products, or any offer or solicitation in respect of Digital Currency, Digital Assets and/or Products, would require registration or licensing not obtained by the Company or a Third Party would be unlawful or which restricts or licenses the activities of the kind that can be accessed or used with Digital Currency, Digital Assets and/or Products; or

b. a person under the age of at least 18 years old;

c. or a person that is:

i. identified as a "Specially Designated National" by the Office of Foreign Assets Control or otherwise listed on a Sanctions List in any jurisdiction; ii. placed on the U.S.

Commerce Department's Denied Persons List;

iii. on any trade and/or economic sanctions lists, such as the United Nations Security Council Sanctions List, or restricted or prohibited from engaging in any type of trading by the European Union, Monetary Authority of Singapore or any other administrative law enforcement agencies; or

d. a person that is not a qualified (professional, sophisticated or accredited) investor subject to the definition of its jurisdiction applicable law, if in accordance with such applicable law the purchase of Digital Currency, Digital Assets and/or Products and/or its using within the Website by no qualified (professional, sophisticated or accredited) investors are prohibited or any other way regulated or limited;

(any such person falling under (a) or (b) or (c) or (d) a "Restricted Person"). In addition, you will be required to represent that you are outside of the United States at the time of agreeing to interact with the Website, was outside of the United States at the time any offers to sell or any offers to buy Digital Currency, Digital Assets and/or Products were reviewed, and will be outside of the United States at any time that you perform your obligations under these Terms and subsequently use Digital Currency, Digital Assets and/or Products. Consequently, you must make your own assessment as to your ability to interact with the Website pursuant to laws applicable to you and to confirm that you are not a Restricted Person. No registration or other action has been or will be taken in any jurisdiction that would, or is intended to, permit the operating of the Website in any country or jurisdiction where registration or other action for that purpose is required. None of the Company or any of their respective agents or representatives, is making any representation to any potential interacting with the Website to the legality of such interacting by You under the laws applicable to You.

5.3 IF A RESTRICTED PERSON INTERACTS WITH THE WEBSITE AND/OR PRODUCTS, SUCH RESTRICTED PERSON HAS DONE SO ON AN UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS. IN SUCH A CASE, ANY TRANSACTIONS AND OPERATIONS ENTERED INTO BY THE RESTRICTED PERSON IN RESPECT OF DIGITAL CURRENCY, DIGITAL ASSETS AND/OR PRODUCTS SHALL BE NULL AND VOID, INCLUDING, BUT NOT LIMITED TO TRANSACTIONS RESULTING FROM ACCEPTANCE OF THIS AGREEMENT, ANY TRANSACTION RESULTING FROM THE ACQUISITION OF THE DIGITAL CURRENCY, DIGITAL ASSETS AND/OR PRODUCTS AND ANY PAYMENT OPERATION.

## **6. Flow of Services provided by Third Party**

**6.1.** As it is defined in these Terms, some of the Services might be provided by the Third Party. When you choose to use such Services, you enter into direct agreement with the Third Party provider.

**6.2.** In some cases in order to receive Services, provided by Third Party, you may be required to complete a few additional steps to make the Third Party satisfied with

compliance rules of the jurisdiction of its incorporation. From among you might be required to pass additional verification procedures, enter into agreements with Third Party, transfer some deposits to the Third Party, create a wallet with a Third Party.

**6.3.** There might be established a strict deadlines for you to pass the required steps, in order to receive Services. This is occasioned by the nature of the Services, which might be ceased by expiration. If you fail to proceed with required steps in defined terms, you may be denied to apply for the Services, as well you may lose your deposit or any other negative effect may arise. Neither Platform nor Third Party shall hold liability for such losses.

## **7. Charges**

**7.1.** While interacting with the Website, You may find information about prices, rates or other financial information about Digital Currencies, Digital Assets and/or Products. Such information does not constitute any offer to enter into any deal with the use of such Digital Currencies, Digital Assets and/or Products. All the information is presented only for information purposes. Please do your own research before interacting with any Digital Currency, Digital Asset and/or Product. All decisions made based on the information contained at the Website are your sole responsibility.

**7.2.** The Company, Company Party or Third Party may charge you with a fee in respect of Services provided via the Website. The applicable fees charged by the Company will be shown to You before each transaction. If You do not agree with such fees, please do not proceed with the transaction. By proceeding with the transaction, you confirm your unconditional acceptance of the fees applied to it.

**7.3.** In addition to any abovementioned fees, any transaction from/to wallet may be subject to other fees and costs and exchange rates payable to other parties, for example institutions involved in the blockchain transaction, as well as deductions that may apply (for example for tax reasons) as required by the authorities of the destination country of the blockchain transaction.

**7.4.** If you use your mobile phone in connection with using the Services and Products available via the Platform, you are also responsible for any fees that your phone service provider charges such as fees for SMS, data services, and any other fees that your phone service provider may charge.

## **8. Representations and warranties of the Customer**

**8.1.** By continuing to use the Services and/or Products, offered via the Website, You represent and warrant to the Company that:

- i. You are not a U.S person or other Restricted Person as it is indicated in the section 5.2. hereof;
- ii. You have carefully reviewed and understood these Terms (including all annexes and appendices which are an integral part of these Terms) and have all power and authority to execute and deliver these Terms, to purchase Digital Currencies, Digital Assets and Products available at the Website, and to carry out and perform your obligations under these Terms. You enter into these Terms on your own account, not as a nominee or agent;
- iii. You have a sufficient level of knowledge and experience in financial and business issues, including sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanism (such as Digital Currencies and/or Digital Assets wallets), blockchain-based software system and blockchain technology to understand and evaluate the possible risks and merits of purchasing Digital Currencies, Digital Assets and/or Products, including but not limited to the matters set forth in these Terms;
- iv. You have full understanding of functionality, usage, storage, transmission mechanism and other material characteristics of Digital Currencies, Digital Assets and/or

Products to appreciate risks and implications of purchasing of Digital Currencies, Digital Assets and/or Products. All aspects of interacting with a Digital Currencies, Digital Assets and/or Products are acceptable to you and have been carefully considered as being suitable for you in the light of your circumstances and financial resources;

v. You are fully responsible for compliance with the legal requirements within the country of your nationality, residence, ordinary residence or domicile for interacting with a Digital Currencies, Digital Assets and/or Products in accordance with these Terms. The execution and delivery of, and performance under, these Terms require no approval or other actions from any governmental authority or person other than you; vi. You will provide us or a Third Party, as applicable, with necessary and required documents for

the purposes of KYC and AML procedures to verify your identity if it will be required; vii. You interact with Digital Currencies, Digital Assets and/or Products at the your sole risk and that Digital Currencies, Digital Assets and/or Products are provided, used and acquired an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind of the Company and you rely on your own examination and investigation hereof; viii. You understand and accept that purchase, ownership, receipt, or possession of Digital Currencies, Digital Assets and/or Products carries no rights, express or implied, other than might be defined at additional Terms, provided by Third Party, offering Services and/or Products at the Website, and does not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Website and the Company and its Affiliates; ix. You will comply with any applicable tax obligations in your jurisdiction arising from interacting with Digital Currencies, Digital Assets and/or Products, its further transfer, using at the Website, and will indemnify and hold harmless the Company and its Affiliates in relation to any tax liability associated with or arising therefrom;

x. You are the sole legal and beneficial owner of the crypto-currency assets or fiat currency you use to interact with Digital Currencies, Digital Assets and/or Products (if applicable) and such cryptocurrency assets or fiat currency are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and you will not use Digital Currencies, Digital Assets and/or Products to finance, engage in, or otherwise support any unlawful activities, and you will provide to the

Company further verification of your identity and source of funds as may be requested from time to time; xi. You agree and acknowledge that the procedures for the payment arising from Your interacting with the Website as may be amended by the Company or the Third Party from time to time, are deemed to be reasonable security measures for the protection of Your interacting with the Website and you undertake not to raise any claim or suit against the Company in the event the Company suffers any act of cybercrime, cyberterrorism, hacker attacks, or invasion or outbreak of Malware, including any that result in a loss appeared while Your interacting with the Website; xii. You acknowledge that (i) the Company provides no advice and makes no representation as to the tax implication of your interacting with Digital Currencies, Digital Assets and/or Products under any jurisdiction, (ii) the contents of any documents presented by the

Company (including these Terms) are not to be construed as a recommendation or advice in relation to the receipt, holding, use, acquisition, purchase or trading of Digital Currencies, Digital Assets and/or Products, and (iii) the contents of any documents presented by the Company (including these Terms) do not contain any investment product advice and do not take into account any specific objectives, situations or needs of any person; xiii. You understand, acknowledge and accept the risks set out in Article 15 hereof, and you are fully

aware of all restrictions and risks associated with the purchase, sale, use, transfer, creation and distribution of Digital Currencies, Digital Assets and/or Products; xiv. You are interacting with Digital Currencies, Digital Assets and/or Products solely on the basis of these Terms or Terms, provided by the

Third Party, as applicable, and neither the Company nor its Affiliates or Third Parties have made any representations of any nature to induce you to interact with Digital Currencies, Digital Assets and/or Products; xv. You understand that the information on the Website or any other documents relating to the offering of Services may not be exhaustive or complete, and that

Digital Currencies, Digital Assets and/or Products; xv. You understand that the information on the Website or any other documents relating to the offering of Services may not be exhaustive or complete, and that

you are responsible for obtaining further information and contacting the Company or the Third Party, as applicable, if you have any queries or concerns; xvi. You agree and acknowledge that:

- neither the Company nor any other person is obliged to redeem or purchase Digital Currencies, Digital Assets and/or Products at any time;

- these Terms are not intended to be and do not constitute a prospectus or offer document of any sort or an offer of, or a solicitation in, or recommendation of, capital markets products, securities, investment or any other financial instruments in any jurisdiction;

- no Digital Currency, Digital Asset and/or Product shall be construed, interpreted, classified or treated as enabling, or according any opportunity to, purchasers to participate in or receive profits, income, or other payments or returns arising from or in connection with interacting with the Website Digital Currency and/or Product, or to receive sums paid out of such profits, income, or other payments or returns;

- no regulatory authority has examined or approved these Terms, and the transactions which these Terms relate to, no action has been or will be taken under the laws or regulatory requirements of any jurisdiction and the provision of these Terms to you and interacting with Digital Currencies, Digital Assets and/or Products by you does not imply that the applicable laws or regulatory requirements have been complied with.

xix. The Company does not guarantee profitability from interacting with the Digital Currencies, Digital Assets and/or Products.

## **9. Use of the Website**

**9.1.** The Website and the Services are not offered for use to the Restricted Persons as defined at Article 5.2 herewith.

**9.2.** The Restricted Persons are strictly prohibited and restricted from entering and using the Website and the Services and Company Parties are not soliciting usage or interacting thereof by Restricted Persons in any way.

**9.3.** It is solely your obligation to verify each time you access or interact with the Website or the Services:

- a) whether or not you or a person you represent are/is a Restricted Person;
- b) whether or not you are allowed to access and to interact with the Website and the Services under the applicable laws and regulations; and
- c) whether or not you are allowed by applicable laws and regulations to pay for the Services in the manner specified at the Website.

**9.4.** If a Restricted Person interacts with the Website or the Services, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered in by the Restricted Person on the Website shall be null and void, including, but not limited to, the following:

- a) transactions resulting from acceptance of these Terms;
- b) any transaction resulting from the acquisition of the Services from the Website; and
- c) any payment operation.

**9.5.** None of the Company Parties shall be bound by a transaction or an operation specified in Article 9.4, and any respective Company Party may, in its sole discretion:

- a) take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;

b) notify the relevant authorities of the transaction or the operation in question; and

c) retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation.

**9.6.** Any Restricted Person using Website or the Services shall be solely liable for Damages caused to Company Parties and shall indemnify, defend and hold harmless Company Parties from any Damages, losses and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's use of the Website or the Services.

**9.7.** You shall not misuse the Website or the Services to cause any harm, Damage, losses or interference for users, any third parties, Company Parties, as well as the operation of the Website and/or provision of the Services. In particular, under no circumstance shall you use the Website or the Services to:

- a) engage in any act that Company deems in its reasonable discretion to be in conflict with the spirit or intent of the Services, including but not limited to circumventing or manipulating these Terms, our service rules, or any other policies;
- b) make improper use of Services, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel;
- c) publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- d) display, upload or transmit material that encourages conduct that may constitute a criminal offense, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- e) interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use of the Website or the Application or the Services;
- f) violate any applicable laws, regulations or these Terms;
- g) violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets or other proprietary rights of any party) or commit a tort;
- h) except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Services, or to obtain any information from the Website or the Application using any method not expressly permitted by Company;
- i) interfere with, disrupt, negatively affect or inhibit other users from using the Website or links on the Website or the Application or damage, disable, overburden or impair the functionality of the Website or our servers or any networks connected to any of our servers in any manner;
- j) publicly disseminate information about the types and methods of violations of these Terms, as well as publicly call for violation of these Terms;

- k) create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of the Website or a Company Party representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
- l) mislead or deceive us, our representatives and any third parties (including Company Parties) who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- m) disguise the origin of any information or material transmitted through the Website or the Services (whether by forging messages or otherwise manipulating normal identification information);
- n) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Website or the operation of another's computer or property;
- o) send, upload, display, disseminate or otherwise make available information or material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning) or any other form of unauthorized advertising or promotional information or material;
- p) make available any content which is false, misleading and/or promoting illegal activities;
- q) attempt to access or access any content, area or functionality of the Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of the Website;
- r) obtain unauthorized access to or interfere with the performance of the servers which host the Website or provide the Services or any servers on any associated networks or otherwise violate any policies or procedures related to the use of those servers;
- s) attempt to gain unauthorized access to any Services, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- t) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website or the Services;
- u) harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;
- v) use, facilitate, create, or maintain any unauthorized connection to the Services, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Services; or (2) any connection using programs, tools, or software not expressly approved by Company or the Third Party;
- w) collect and store personal data, private and personally identifiable information without express consent and authorization of the holder;
- x) register and use to access to the Services more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one account, Company has the right to restrict, suspend, terminate, modify or delete any and all accounts associated with you; or

y) use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to use Website or Services, or for any other purposes.

## **10. Website Content**

### ***Third-Party Content***

**10.1.** The Website and the Services may contain links to websites and third-party content, advertisements, promotions, logos and other materials ("Third-Party Content").

**10.2.** We make no representations or warranties of any kind regarding Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance or decency of such Third-Party Content. We are not responsible for any of the content on third party websites linked to the Website nor can it be assumed that we have reviewed or approved of such websites or their content, nor do we warrant that the links to these websites work or are up to date.

**10.3.** Your use of or interactions with any Third-Party Content and any third party that provides Third-Party Content are solely between you and such third parties, and Company Parties are not responsible or liable in any manner for such use or interactions.

### ***User Content***

**10.4.** If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list ("User Content"), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete.

**10.5.** We do not own, control or endorse any User Content that is transmitted, stored or processed via the Website or sent to us and we are not responsible or liable for any User Content.

**10.6.** You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on the Website, and you represent and warrant that:

- a) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these Terms;
- b) your User Content does not violate any agreements or confidentiality obligations; and
- c) your User Content does not violate, infringe or misappropriate any intellectual property right or other proprietary rights, including the right of publicity or privacy, of any person or entity.

**10.7.** You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. You agree to notify us immediately of any unauthorized use of your User Content or any other breach of security.

**10.8.** We will not be liable for any loss or Damages that you may incur as a result of someone else using your User Content, either with or without your knowledge. However, you could be held liable for losses incurred by the Company Parties or other persons due to someone else using your User Content. You may not use anyone else's User Content at any time without the permission of such person or entity.

**10.9.** By posting, uploading, inputting, providing or submitting your User Content to us, you grant Company Parties and any necessary sub-licensees a non-exclusive, worldwide, royalty-free, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.



**10.10.** Although we have no obligation to screen, edit or monitor User Content, Company Parties reserve the right and have absolute discretion to remove, screen or edit User Content. Company Parties also reserve the right at all times to disclose any User Content as necessary to satisfy any applicable law, regulation, legal process or governmental decrees, or to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion.

**10.11.** Your activities on the Website may be connected with Clicking on ("Click, to Click on/to") some objects. Typically, we would provide explanations on the meaning of each Click if it is not obvious (like Clicks on links to other information sections or pressing the buttons with explanations written on them). Your Clicks on the Website may have legal consequences offline, that is, you may agree to some terms or you may make a contract. Click, to Click on/to means to select some digital object on the Website as shown on your screen or display by moving the pointer to the object's position and pressing left or right mouse button (depending on settings) in order to choose an action, complete some process or get to another section of the Website. Pressing the mouse button may be replaced by its alternatives depending on your device (hotkeys, pressing on the touchpad or display) that you typically use to select digital objects on your display. "Clicking" also includes selecting and "pushing" the Website buttons (rectangular objects with some text in them). The Clickable objects on the Website will move or change their color when you put the pointer on them.

**10.12.** It is presumed that the User knows and recognizes what the User is doing by Clicking on the objects on the Website, that the User intends to face the consequences of such Clicks and to be bound by the contracts that may follow thereafter. The User confirms that the User is fully legally capable of making transactions, that the User has reached the appropriate age to make transactions in accordance with applicable legislation, that the User is sober, mentally healthy and of appropriate level of education to evaluate the consequences of each Click.

**10.13.** We may use the live chat feature to provide support for your technical issues with the Website. We will help answer general questions you may have about the Website or other respective questions. We do not use live chat to transact, bind, manage or provide any products to you. Except as otherwise required by applicable law, we have the right not to provide you with a record of any discussion on the live chat. Any person providing technical support is not entitled to give any kind of legal or financial advice, perform any official actions on behalf of the Company or its Parties, conclude any types of agreements or otherwise provide any information on any matters that differ from strictly technical issues. All information provided during the support session constitutes a personal view of the person it was provided by and may not be similar to the official position of the Company or Company Parties.

**10.14.** The Company reserves the right to take appropriate action against any person who misrepresents his or her identity or improperly or fraudulently accesses the Website. This action may include, but is not limited to, legal action against any person accessing this Website in violation of any state or federal law or regulation applicable.

**10.15.** The Company may terminate to the extent possible any User's access to the Website if such User is determined to have taken any action inconsistent with or in violation of these Terms.

**10.16.** The Company may terminate, block or otherwise inhibit access to the Website of any User who is deemed to have violated any of these Terms including by blocking any IP address or other indication of the source of behavior, content or usage of the Website that violates these Terms.

## **11. Intellectual Property**

### ***No Rights to Company Parties Intellectual Property***

**11.1.** Company Parties retain all right, title and interest in and to the Website and the Services, whether express or implied, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on the Website (collectively, "Intellectual Property").

**11.2.** Accessing the Website and using the Services does not vest you with any right, title or interest in the Intellectual Property and other rights to content which is accessible on the Website or through the Services unless otherwise is provided in Article 11.3.

### ***Restricted License to Use Website***

**11.3.** In order to use the Website and the Services, you are granted personal, nonexclusive, limited, non-assignable, non-transferrable, royalty free, revocable license to access, review, reproduce, cache, print, distribute and store content retrieved from the Website or the Services only within the functionality of the interface of the Website or the Services through any common consumer web browser, provided that you strictly comply with limitations contained herein.

**11.4.** You may copy certain texts on the Website for your personal use. However, you are not allowed to distribute them or otherwise use them for commercial purposes.

**11.5.** You are welcome to repost information contained on the Website for noncommercial purposes. Please make sure beforehand that there is a link to the Website in the reposted material and/or please make sure to refer to us in your comments.

**11.6.** With the exception of Articles 11.3-11.5, copying, distribution (including but not limited to licensing), broadcasting, replicating, modifying the Intellectual Property in whole or in any part without the prior written permission of the Company is prohibited.

**11.7.** Please do not launch any automated systems, including but not limited to "spiders", "offline readers" or "robots" or similar solutions with the purpose of accessing the Website in an intrusive manner. You are not allowed to send requests to the Website servers within some time period in larger amount than an average individual can reasonably produce in the same time period using a regular web browser, or scour the Website using respective software or hardware in order to show the Website contents on any other website.

**11.8.** It is strictly prohibited to collect any personally identifiable information including usernames from the Website and to use the communication systems provided by the Website (e.g. comments, email) for any unlawful purposes. You agree not to contact any User for commercial purposes.

### **12.NO ADVICE**

**12.1.** The Company is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance and/or tax matters. Any information available at the Website is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you.

**12.2.** The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information.

Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

**12.3.** The Website may include content provided by third parties, including materials provided by other Users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **13. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

**13.1.** BY USING THIS WEBSITE AND ACCESSING OR USING THE SERVICES AND CONTENT AVAILABLE THROUGH INTERACTING WITH THIS WEBSITE, YOU ACCEPT THE FOREGOING DISCLAIMERS AND LIMITATIONS ON LIABILITY AND YOU ASSUME ALL RISKS ASSOCIATED WITH SUCH USE (INCLUDING BUT WITHOUT LIMITATION TO, RISK OF INVESTMENT LOSSES, RISK TO YOUR COMPUTER, SOFTWARE OR DATA BEING DAMAGED BY ANY INFECTIONS OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES TRANSMITTED OR ACTIVATED VIA THE INTERACTING WITH THE WEBSITE OR MATERIAL THAT MAY BE INCLUDED WITHIN OR ACCESSED FROM THE INTERACTING WITH THIS WEBSITE).

**13.2.** INFORMATION ON THE WEBSITE IS PROVIDED "AS IS". THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE MATERIALS PROVIDED IN THIS DOCUMENT, DIRECTLY OR INDIRECTLY, FOR ANY SPECIFIC PURPOSE AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF PRODUCT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ROOBEE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE AS A RESULT OF INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION PROVIDED TO YOU THROUGH THIS WEBSITE. ALTHOUGH THE INFORMATION PROVIDED TO YOU ON THIS WEBSITE IS OBTAINED OR COMPILED FROM SOURCES THAT WE CONSIDER RELIABLE, WE CANNOT AND DO NOT GUARANTEE THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED TO YOU FOR ANY SPECIFIC PURPOSE. NEITHER ROOBEE, NOR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEES, AS WELL AS THIRD-PARTY SUPPLIERS ARE NOT LIABLE AND DO NOT BEAR ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE THAT YOU INCUR IN THE EVENT OF ANY MALFUNCTION OR INTERRUPTION OF WORK OF THIS SITE, OR AS A RESULT OF THE ACTION OR INACTION OF ANY OTHER PARTY INVOLVED IN CREATING ACCESS TO THIS WEBSITE OR THE DATA CONTAINED THEREIN, OR FOR ANY OTHER REASON RELATED TO YOUR ACCESS TO THE WEBSITE, INABILITY TO ACCESS OR USE THE WEBSITE, OR THESE MATERIALS, WHETHER THE CIRCUMSTANCES THAT CAUSED SUCH A REASON COULD BE CONTROLLED BY US OR ANY VENDOR PROVIDING SOFTWARE SUPPORT AND SERVICES.

**13.3.** IN NO EVENT SHALL ROOBEE OR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE WEBSITE, ANY INFORMATION POSTED ON THE WEBSITE BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON THE WEBSITE (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

**13.4.** YOU UNDERSTAND THAT NO CONTENT PUBLISHED ON THE WEBSITE CONSTITUTES A RECOMMENDATION THAT ANY PARTICULAR PRODUCT IS SUITABLE FOR ANY SPECIFIC PERSON. YOU FURTHER UNDERSTAND THAT NONE OF THE INFORMATION PROVIDERS OR THEIR AFFILIATES ARE ADVISING YOU PERSONALLY CONCERNING THE NATURE, POTENTIAL, VALUE OR SUITABILITY OF ANY PARTICULAR PRODUCT OR OTHER MATTER.

**13.5.** THE INFORMATION CONTAINED ON THIS WEBSITE IS FOR INFORMATIONAL PURPOSES ONLY. THEREFORE, IT SHOULD NOT BE CONSTRUED AS AN OFFER OR PETITION TO ANY PERSON IN ANY JURISDICTION IN WHICH SUCH A PROPOSAL OR PETITION IS NOT PERMITTED, OR TO ANY PERSON WHO WOULD BE UNLAWFUL TO MAKE SUCH AN OFFER OR PETITION, OR BE CONSIDERED AS A RECOMMENDATION TO BUY, SELL OR OTHERWISE DEAL WITH ANY SPECIFIC PRODUCT, OFFERED OR AVAILABLE ON THE WEBSITE. YOU ARE STRONGLY ADVISED TO OBTAIN INDEPENDENT INVESTMENT, FINANCIAL, LEGAL AND TAX ADVICE BEFORE BUY/SELL ANY PRODUCT OFFERED BY THE COMPANY OR THE THIRD PARTY. NOTHING ON THIS WEBSITE SHOULD BE CONSTRUED OR CONSTRUED AS INVESTMENT ADVICE BY ROOBEE OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEES, COMPANY PARTY OR THIRD PARTY.

**13.6.** YOU UNDERSTAND THAT INTERACTING WITH ANY PRODUCT (INCLUDING BUT NOT LIMITED TO DIGITAL CURRENCY, VIRTUAL CURRENCY, DIGITAL ASSET ETC.) IS SUBJECT TO A NUMBER OF RISKS, AND THAT DISCUSSIONS OF ANY PRODUCT PUBLISHED ON THE WEBSITE WILL NOT CONTAIN A LIST OR DESCRIPTION OF RELEVANT RISK FACTORS. IN ADDITION, PLEASE NOTE THAT SOME OF THE PRODUCTS ABOUT WHICH CONTENT IS PUBLISHED ON THE WEBSITE HAVE A LOW MARKET CAPITALIZATION AND/OR INSUFFICIENT PUBLIC FLOAT. SUCH PRODUCTS ARE SUBJECT TO MORE RISK THAN REGULATED DIGITAL ASSETS, INCLUDING GREATER VOLATILITY, LOWER LIQUIDITY AND LESS PUBLICLY AVAILABLE INFORMATION. POSTINGS OR CONTENT ON THE WEBSITE WHICH MAY OR MAY NOT BE DEEMED BY YOU TO BE RECOMMENDATIONS MAY HAVE AN EFFECT ON THEIR PRODUCT PRICES.

**13.7.** AS IT IS COMMON WITH MANY OTHER PRODUCTS, INTERACTING (E.G. EXCHANGING, YIELD FARMING ETC) WITH DIGITAL CURRENCIES MAY INVOLVE A VARIETY OF SIGNIFICANT RISKS. BEFORE ENTERING INTO ANY TRANSACTION, AS DEFINED HEREWITH, YOU SHOULD CAREFULLY CONSIDER WHETHER SUCH ACTION IS APPROPRIATE FOR YOU IN LIGHT OF YOUR OBJECTIVES, EXPERIENCE, FINANCIAL AND OPERATIONAL RESOURCES, AND OTHER RELEVANT CIRCUMSTANCES. YOU SHOULD ALSO ENSURE THAT YOU FULLY UNDERSTAND THE NATURE AND EXTENT OF YOUR EXPOSURE TO RISK OF LOSS, IF ANY, WHICH IN SOME CIRCUMSTANCES MAY SIGNIFICANTLY EXCEED THE AMOUNT OF ANY INITIAL PAYMENT MADE BY OR TO YOU.

**13.8.** YOU SHOULD BE AWARE THAT MARKET PRICE OF DIGITAL CURRENCIES IS HIGHLY UNPREDICTABLE AND VOLATILE. WHETHER THE PRICE OF DIGITAL CURRENCY ON THE MARKET WILL MOVE UP OR GO DOWN IS UNKNOWABLE. WE DO NOT PROVIDE ANY ADVICE ON HOW LONG TO KEEP DIGITAL CURRENCY ON YOUR DIGITAL CURRENCY WALLET. YOU SHOULD TAKE THE RISK OF LOSSES IN CASE WHEN MARKET PRICE GOES DOWN.

**13.9.** WE MAY FREEZE YOUR ACCESS TO THE WEBSITE IF WE HAVE REASONABLE SUSPICION THAT YOU HAVE BEEN ENGAGED IN SUSPICIOUS ACTIVITY OR ARE IN BREACH OF THESE TERMS. SUCH FREEZE MAY CONSEQUENCE THE INABILITY FOR YOU TO PROCEED WITH USING YOUR DIGITAL ASSERS WITHIN THE WEBSITE.

**13.10.** THIS BRIEF STATEMENT DOES NOT PURPORT TO DISCLOSE ALL OF THE RISKS OR OTHER RELEVANT CONSIDERATIONS OF INTERACTING WITH THE WEBSITE.

**13.11.** THE WEBSITE MAY BE, AT ANY TIME AND AT OUR SOLE DISCRETION, OFFLINE FOR MAINTENANCE OR FOR ANY OTHER REASON. FURTHERMORE, OPERATING WITH YOUR DIGITAL CURRENCY WALLET MAY BE DENIED TEMPORARILY, CONTINUALLY OR INDEFINITELY, AT NO LIABILITY TO COMPANY. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE WEBSITE AT ANY TIME AND LOCATION. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE HELD RESPONSIBLE FOR AN IMPOSSIBILITY SUPPORTING THE WEBSITE, DUE TO LETDOWNS IN THE OPERATION OF INFORMATIONAL SYSTEMS DUE TO TECHNICAL FAULTS, WHICH ARE BEYOND OUR CONTROL.

**13.12.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU DISCLAIM ANY RIGHT OR CAUSE OF ACTION AGAINST THE COMPANY OF ANY KIND IN ANY JURISDICTION. THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TYPE OF DAMAGES, EVEN IF AND NOTWITHSTANDING THE EXTENT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOU AGREE NOT TO SEEK ANY REFUND, COMPENSATION OR REIMBURSEMENT FROM THE COMPANY, REGARDLESS OF THE REASON, AND REGARDLESS OF WHETHER THE REASON IS IDENTIFIED IN THESE TERMS.

**13.13.** YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE AND DISCLAIMS ALL LIABILITY TO YOU IN CONNECTION WITH FORCE MAJEURE EVENT, INCLUDING ACT OF GOD, LABOR DISPUTES OR OTHER INDUSTRIAL DISTURBANCES, ELECTRICAL, TELECOMMUNICATIONS, HARDWARE, SOFTWARE OR OTHER UTILITY FAILURES, SOFTWARE OF SMART CONTRACTS BUGS OR WEAKNESSES, DOUBLE SPENDING ATTACK, EARTHQUAKES, STORMS, OR OTHER NATURE-RELATED EVENTS, BLOCKAGES, EMBARGOES, RIOTS, ACTS OR ORDERS OF GOVERNMENT, ACTS OF TERRORISM OR WAR, TECHNOLOGICAL CHANGE, CHANGES IN INTEREST RATES OR OTHER MONETARY CONDITIONS, AND, FOR AVOIDANCE OF DOUBT, CHANGES TO ANY BLOCKCHAIN-RELATED PROTOCOL.

**13.14.** THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

**13.15.** You shall be responsible for compliance with these Terms and accompanying documents, for fulfillment of the your commitments and guarantees in the manner and in the amount prescribed, in particular:

a. In case of filing accusations, claims or lawsuits to the Company related to non-compliance by you and/or engagements entered by you during interacting with Digital Currencies, Digital Assets and/or Products, you agree to settle such claims or actions on your own and at your own expense, as well as fully compensate the Company's documentary proven losses, court fees, legal costs, incurred in connection with the refusal of you or untimely fulfillment of your obligations by you.

b. In case of filing accusations, claims or lawsuits against the Company, related to non-compliance by you with exclusive rights or other rights of third parties, you agree to settle such claims or actions on your own and at your own expense, as well as fully compensate the Company's documented proven losses, court fees, legal costs, incurred in connection with the refusal of you or untimely fulfillment of your obligations by you.

c. In case of the yours' violation of your obligations of these Terms and accompanying documents, Company reserves the right to:

i) demand full compensation from you for losses including loss of profit if any caused by every violation; ii) bring a case before a court if the compensation doesn't cover the Company's loss; iii) release

the information relating to your identity and location to any authorized officer in accordance with applicable law.

**13.16.** If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning interacting with the Website and Digital Currencies, Digital Assets and/or Products, and that the Company should not accept any liability for any illegal or unauthorized interacting with the Website or Digital Currencies, Digital Assets and/or Products.

**13.17.** To the fullest extent permitted by applicable law, you release Company and its affiliates from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

#### **14. Customer's Liability and Indemnification**

**14.1.** The Customer is fully responsible for the due performance of its obligations under these Terms and must compensate to the Company any and all damages caused by the non-performance or unsatisfactory performance of the obligations.

**14.2.** The Customer agrees to indemnify, hold and defend the Company, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, clients and partners, harmless from any demands, loss, liability, claims or expenses, made against the Company by any and all third-party claims and liabilities arising out of or related to or arising out of or in connection with its interacting with the Website or breach of any term of these Terms of use. In case the Company receives from a third party complaint, legal action or anything similar according to which Customer has breached any of the requirements of the Company, including but not limited to AML/KYC/CTF, anti-fraud policy or the anticounterfeiting & anti-piracy policy, the Customer undertakes to compensate to the Company immediately the actual damages and loss of profit, if any, of the Company.

#### **15. RISK DISCLOSURE STATEMENT**

**15.1.** BY APPLYING FOR SERVICES AVAILABLE AT THE WEBSITE YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE:

- a) READ THIS RISK DISCLOSURE STATEMENT CAREFULLY;
- b) UNDERSTAND SUCH RISK DISCLOSURE; AND
- c) HAD AN ADEQUATE OPPORTUNITY TO DISCUSS ANY QUESTIONS OR COMMENTS THAT YOU MAY HAVE HAD WITH RESPECT TO SUCH RISK DISCLOSURE PRIOR TO INTERACTING WITH THE WEBSITE.

#### **15.2. RISKS CONNECTED TO THE VALUE OF THE DIGITAL CURRENCIES, DIGITAL ASSETS AND/OR PRODUCTS**

a) **Lack of Development of Market for Digital Currencies, Digital Assets and/or Products.** Because for some of available at the Website Digital Currencies, Digital Assets and/or Products there might has been no prior public trading market, the sale of such Digital Currencies, Digital Assets and/or Products may not result in an active or liquid market for such Digital Currencies, Digital Assets and/or Products, and their price may be highly volatile.

b) **Risks Relating to Highly Speculative Price.** The valuation of for some of available at the Website Digital Currencies, Digital Assets and/or Products in a secondary market is usually not transparent

and is highly speculative. Some of available at the Website Digital Currencies, Digital Assets and/or Products do not represent any ownership rights to any assets and, therefore, are not backed by any tangible asset. Price of such Digital Currencies, Digital Assets and/or Products in any subsequent transactions can fluctuate greatly within a short period of time. There is a high risk that while you hold such Digital Currencies, Digital Assets and/or Products you could lose your entire purchase amount. In the worst-case scenario, Digital Currencies, Digital Assets and/or Products could be rendered worthless.

**c) Digital Currencies, Digital Assets and/or Products May Have No Value.** Digital Currencies, Digital Assets and/or Products may have no value and there is no guarantee or representation of liquidity for some of available at the Website Digital Currencies, Digital Assets and/or Products. The Company is not and shall not be responsible for or liable for the market value of such Digital Currencies, Digital Assets and/or Products, the transferability and/or liquidity of such Digital Currencies, Digital Assets and/or Products, and/or the availability of any market for such Digital Currencies, Digital Assets and/or Products through third parties or otherwise.

**d) Digital Currencies, Digital Assets and/or Products are Non-Refundable.** Except for the cases strictly provided by the applicable legislation or in the legally binding documentation of the Digital Currencies, Digital Assets and/or Products, no person or company is obliged to provide you with a refund related to Digital Currencies, Digital Assets and/or Products for any reason, and you will not receive money or other compensation in lieu of the refund. No promises of future performance or price are or will be made in respect to Digital Currencies, Digital Assets and/or Products, including no promise of inherent value, no promise of continuing payments, and no guarantee that Digital Currencies, Digital Assets and/or Products will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the private law of your jurisdiction.

**e) Risks of Negative Publicity.** Negative publicity involving ROOBEE, Website, Digital Currencies, Digital Assets and/or Products, may materially and adversely affect the market perception or market price of the Digital Currencies, Digital Assets and/or Products available at the Website, whether or not it is justified.

**f) Use of Digital Currencies, Digital Assets and/or Products in Restricted Activities by Third Parties.** Programs or websites banned or restricted in certain jurisdictions, such as gambling, betting, lottery, sweepstake, pornography, and otherwise could accept different digital currencies or digital assets in their operation. The regulatory authorities of certain jurisdictions could accordingly take administrative or judicial actions against such programs or websites or even the developers or users thereof. The Website neither intends nor is able to act as a censor to scrutinize to any extent any program or website that uses Digital Currencies, Digital Assets and/or Products with such goals. Therefore, any punishment, penalty, sanction, crackdown, or other regulatory effort made by any governmental authority may more or less frighten or deter existing or potential users away from using and holding Digital Currencies, Digital Assets and/or Products and could consequently materially adverse impact on the prospect of Digital Currencies, Digital Assets and/or Products.

### **15.3. Risks Arising from Taxation**

a) The tax characterization of Digital Currencies, Digital Assets and/or Products is uncertain. You must seek your own tax advice in connection with interacting with Digital Currencies, Digital Assets and/or Products, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

### **15.4. BLOCKCHAIN AND SOFTWARE RISKS**

a) **Blockchain Delay Risk.** On most blockchains used for cryptocurrency transactions (e.g., Ethereum, Bitcoin blockchains), timing of block production is determined by proof of work so block production can occur at random times. For example, the cryptocurrency sent as a payment for the Digital Currencies, Digital Assets and/or Products in the final seconds of the offering of any Digital Currencies,

Digital Assets and/or Products, if applicable, may not get included into that period. The respective blockchain may not include your transaction at the time you expect and the payment for the Digital Currencies, Digital Assets and/or Products may reach the intended wallet address not in the same day you send the payment.

b) **Blockchain Congestion Risk.** The most blockchains used for digital currency transactions (e.g. Ethereum, Bitcoin blockchains) are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the network in an attempt to gain an advantage in purchasing Digital Currencies, Digital Assets and/or Products. That may result in a situation where block producers may not include your transaction when you want or your transaction may not be included at all.

c) **Risk of Software Weaknesses.** Digital Currencies, Digital Assets and/or Products smart contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) might still be in early development stages and might be unproven. There are no representations and warranties that the process for distribution of Digital Currencies, Digital Assets and/or Products will be uninterrupted or error-free. There is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the Digital Currencies, Digital Assets and/or Products.

d) **Risk of New Technology.** The Website, as well as some of available at the Website Digital Currencies, Digital Assets and/or Products are new and untested. New technology deployment always involves changing of current system. You should neither rely on the technologies used by Company/Third Party nor on the Digital Currencies, Digital Assets and/or Products smart contract. Digital Currencies, Digital Assets and/or Products may not have functionality as desirable or valuable as might be formerly announced by respective Third Party.

#### 15.5. SECURITY RISKS

a) **Risk of Loss of Private Keys.** Digital Currencies, Digital Assets and/or Products may be held by their holder in his digital account/wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private keys associated with such Digital Currencies, Digital Assets and/or Products holder's digital account/wallet or vault storing Digital Currencies, Digital Assets and/or Products will result in loss of such Digital Currency and/or Product, access to Digital Currencies, Digital Assets and/or Products holder's Digital Currencies, Digital Assets and/or Products balance, and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private keys, including by gaining access to login credentials of a hosted account/wallet or vault service Digital Currencies, Digital Assets and/or Products holder uses, may be able to misappropriate Digital Currencies, Digital Assets and/or Products of a Digital Currencies, Digital Assets and/or Products holder.

b) **Lack of Digital Currencies, Digital Assets and/or Products Security.** Digital Currencies, Digital Assets and/or Products may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Digital Currencies, Digital Assets and/or Products smart contract which creates such Digital Currencies, Digital Assets and/or Products in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the Ethereum platform rests on open source software, there is the risk that Ethereum smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect Digital Currencies, Digital Assets and/or Products or result in the loss of Digital Currencies, Digital Assets and/or Products and the loss of ability to access or control Digital Currencies, Digital Assets and/or Products. In the event of such a software bug or weakness, there may be no remedy and holders of Digital Currencies, Digital Assets and/or Products are not guaranteed any remedy, refund, or compensation.

c) **Attacks on Digital Currencies, Digital Assets and/or Products Smart Contract.** The blockchain used for some of Digital Currencies, Digital Assets and/or Products smart contract which creates such Digital Currencies, Digital Assets and/or Products is susceptible to mining attacks, including double-spend



attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to such a Digital Currencies, Digital Assets and/or Products smart contract, expected proper execution and sequencing of the Digital Currencies, Digital Assets and/or Products transactions, and expected proper execution and sequencing of contract computations.

d) **Risk of Incompatible Wallet Service.** If you decide to transfer some of offered Digital Currencies, Digital Assets and/or Products outside of the Website, you should be aware that the wallet or wallet service provider used for the acquisition and storage of some of offered Digital Currencies, Digital Assets and/or Products has to be technically compatible such Digital Currencies, Digital Assets and/or Products. The failure to assure this may have the result that purchaser of such Digital Currencies, Digital Assets and/or Products will not gain access to his Digital Currencies, Digital Assets and/or Products.

**15.6. RISKS RELATING TO MANAGEMENT OF THE COMPANIES OPERATED AT THE PLATFORM** a) **Risks relating to Ineffective Management.** The companies operated within the Website may be materially and adversely affected if the hired management fail to effectively manage operations as the business develops and evolves.

b) **Risks Related to Highly Competitive Environment.** The financial technology and cryptocurrency industries and the markets in which the company competes are highly competitive and have grown rapidly over the past years and continue to evolve in response to new technological advances, changing business models, and other factors. As a result of this constantly changing environment, the company may face operational difficulties in adjusting to the changes, and the sustainability of the companies operated within the Website will depend on their ability to manage their operations and ensure that they hire qualified and competent employees and provide proper training for their personnel.

c) **Risks Relating to General Global Market and Economic Conditions.** Challenging and variable economic conditions worldwide may contribute to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on company's business, operations and financial condition, including decreases in revenue and operating cash flows, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, the company may experience the negative effects of a slowdown in usage of the Services, available at the Website .

d) **Risks of Non-Protection of Intellectual Property Rights.** ROOBEE plans to protect intellectual property, which is created or will be created within the Website in accordance with the law. ROOBEE is not responsible for third parties, which by their actions through the illegal use of ROOBEE's intellectual property may result in financial losses for ROOBEE.

e) **Risks of Infringement Claims.** Our competitors, along with other entities and individuals, may own or claim to own intellectual property relating to products and solutions within the Website. Third parties may claim that the products, solutions, and underlying technology of the Website infringe or violate their intellectual property rights. We may be unaware of the intellectual property rights that others may claim over some or all of products or technology of the Website.

#### **15.7. RISKS RELATING TO WEBSITE DEVELOPMENT**

a) **Risk Related to Reliance on Third Parties.** ROOBEE have relied and will rely, in whole or partly, on third parties to continue to develop, supply, and otherwise support the further development of the Website and attraction of new operated at the Website companies. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, the lack of which might have a materially adverse effect on the Website.

b) **Risks Associated with Business Partners.** ROOBEE and operated at the Website companies rely on business partners to provide certain services. While we have legally-binding agreements with business partners and are already in talks with further potential partners, we cannot guarantee that business partners will not terminate their cooperation for whatever reason or that we can

close new agreements with potential partners. The provision of certain services might therefore be interrupted, delayed or cannot be offered at all.

c) **Dependence Website on Various Factors.** The further development of the Website may decline for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

d) **Lack of Interest in Website.** Despite the Website is finished and adopted and launched, the ongoing success of it relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be interest in the Website and services.

e) **Changes to the Website.** The Website is still under development and may undergo significant changes over time. Such changes to any available features and specifications may affect significantly on the Website as a whole and can be made for any number of reasons, any of which may mean that Website does not meet your expectations.

f) **Ability to Introduce New Technologies.** The blockchain technologies industry is characterized by rapid technological change and the frequent introduction of new products, product enhancements, and new distribution methods, each of which can decrease demand for current solutions or render them obsolete.

g) **Risk of an Unfavorable Fluctuation of Products Value.** The proceeds of the sale of available at the Website Digital Currencies, Digital Assets and/or Products will be denominated in digital currency, and may be converted into other cryptographic and fiat currencies. If the value of cryptocurrencies fluctuates unfavorably during or after you have bought any of available at the Website Digital Currencies, Digital Assets and/or Products, the project management team may not be able to fund development, or they may not be able to develop or maintain the Platform in the manner that it was intended.

#### **15.8. RISKS ARISING IN COURSE OF THE OPERATED AT THE PLATFORM COMPANIES' COURSE OF BUSINESS**

a) **Risks Related to Invalidation of companies Transactions.** The companies operated within the Website have taken a variety of actions relating to their business that, if successfully challenged for not complying with applicable legal requirements, could be invalidated or could result in the imposition of liabilities on the respective company. Since applicable legislation may subject to many different interpretations, the respective company may not be able to successfully defend any challenge brought against such transactions, and the invalidation of any such transactions or imposition of any such liability may, individually or in the aggregate, have a materially adverse effect on the Website.

b) **Risk Arising from Emerging Markets.** The company may operate on emerging markets. Emerging markets are subject to greater risks than more developed markets, including significant legal, economic, and political risks.

c) **Risks of Economic Conditions.** The companies operated at the Website have been and could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on these companies' business, operations and financial condition, including decreases in revenue and operating cash flows. Additionally, in a down-cycle economic environment, the companies may experience the negative effects of increased competitive pricing pressure and a slowdown in commerce and usage of the Website. Suppliers on which the companies rely for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the companies' business, financial condition and results of operations and hence the Website.

#### **15.9. GOVERNMENTAL RISKS**

a) **Uncertain Regulatory Framework.** The regulatory status of Digital Currencies, Digital Assets and/or Products, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, and/or rules that will affect cryptographic Tokens, digital assets, blockchain technology, and its applications. Such changes could negatively impact on Digital Currencies, Digital Assets and/or Products in various ways, including, for example, through a determination that Digital Currencies, Digital Assets and/or Products are regulated financial instruments that require registration. ROOBEE may cease the availability of Digital Currencies, Digital Assets and/or Products, the development of the Website, or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

b) **Failure to Obtain, Maintain, or Renew Licenses and Permits.** Although currently there are no statutory requirements to receive any licenses and permits necessary for the carrying out of the Services in the applicable jurisdiction, there is the risk that such statutory requirements may be adopted in the future and may relate to the activity of companies operated within the Platform. In this case, business of such companies will depend on the continuing validity of such licenses and permits and its compliance with their terms. Regulatory authorities will exercise considerable discretion in the timing of license issuance and renewal and the monitoring of a licensee's compliance with the license terms. Requirements which may be imposed by these authorities and which may require a company to comply with numerous standards, recruit qualified personnel, maintain necessary technical equipment and quality control systems, monitor our operations, maintain appropriate filings, and, upon request, submit appropriate information to the licensing authorities, may be costly and time-consuming and may result in delays in the commencement or continuation of operation of the Website. Further, private individuals and the public at large possess rights to comment on and otherwise engage in the licensing process, including through intervention in courts and political pressure. Accordingly, the licenses a company operated within the Website may need may not be issued or renewed, or if issued or renewed, may not be issued or renewed in a timely fashion, or may involve requirements which restrict the company an ability to conduct its operations or to do so profitably.

c) **Risk of Government Actions.** Activity in the blockchain industry, including the activity within the Website may draw an increased attention from governmental authorities. Many governments are concerned with the issue of regulation and control in this area. There can be no assurance that governmental authorities will not examine the operations at the Website and/or pursue enforcement actions against our companies. All of this may subject our companies to judgments, settlements, fines or penalties, or cause them to restructure their operations and activities or to cease offering certain products or services, all of which could harm the Website's reputation or lead to higher operational costs, which may in turn have a materially adverse effect on the Services and/or Products, available at the Website , and/or the development of the Website itself.

d) **Risk of Burden of Applicable Laws, Regulations, and Standards.** Failure to comply with existing laws and regulations or the findings of government inspections or increased governmental regulation of the operations at the Website could result in substantial additional compliance costs or various sanctions, which could materially and adversely affect the operated at the Website companies' business and the Website. The operations at the Website are subject to regulation by various government entities and agencies, in connection with ongoing compliance with existing laws, regulations, and standards. Regulatory authorities exercise considerable discretion in matters of enforcement and interpretation of applicable laws, regulations, and standards. Respective authorities have the right to, and frequently do, conduct periodic inspections of any of our company's operations and properties. Any such future inspections may conclude that the respective company has violated laws, decrees, or regulations, and it may be unable to refute such conclusions or remedy the violations. Any failure to comply with existing laws and regulations or the findings of government inspections may result in the imposition of fines or penalties or more severe sanctions that require the company to cease certain business activities,

or it may result in criminal and administrative penalties applicable to respective officers. Any such decisions, requirements, or sanctions, or any increase in governmental regulation of respective operations, could increase our costs and materially and adversely affect business and the Website.

e) **Unlawful or Arbitrary Government Action.** Governmental authorities may have a high degree of discretion and, at times, act selectively or arbitrarily, without hearing or prior notice, and sometimes in a manner that is contrary to a law or influenced by political or commercial considerations. Moreover, the government also has the power in certain circumstances, by regulation or government act, to interfere with the performance of, nullify, or terminate contracts. Unlawful, selective, or arbitrary governmental actions have reportedly included the denial or withdrawal of licenses, sudden and unexpected tax audits, criminal prosecutions, and civil actions. Federal and local government entities have also used common defects in matters surrounding the Token sale as pretexts for court claims and other demands to invalidate or to void any related transaction, often for political purposes. In this environment, our competitors may receive preferential treatment from the government, potentially giving them a competitive advantage over the Website.

#### **15.10. UNANTICIPATED RISKS**

a) **Blockchain technologies and some Products available at the Website are relatively new and dynamic technology.** In addition to the risks included above, there are other risks associated with your interacting with the Website, including those that we cannot anticipate. Such risks may further appear as unanticipated variations or combinations of the risks discussed above.

**15.11. ROOBEE does not accept any users from the countries or territories where its activity shall be especially licensed, accredited or get some other permission of competent authority.** You shall check the law applicable to you as you are fully responsible for any negative impact caused by your residence country regulations. If you are travelling within any countries, you acknowledge and agree that our services may be unavailable and/or blocked in such countries and also that you will not be able to interact with Products while staying in such countries. ROOBEE and operated at the Website companies have the right to impose additional requirements or conditions before rendering any services to the users residing in or from specific countries in its sole discretion (including, but not limited within KYC/AML procedures adopted and implemented by ROOBEE or appropriate third parties, agents, or other representatives).

#### **16.TAXES**

**16.1.** Commissions, charged by us, do not include any taxes unless otherwise stated. Unless the relevant charges are stated to include Taxes, you must pay us an additional amount equal to the Taxes on the charges made or to be made in connection with the Services or the charges.

**16.2.** Each Customer shall be individually responsible and liable for its own respective state, local and other taxes or fees.

#### **17.Governing Law and Dispute Resolution**

##### ***Applicable Law***

**17.1.** These Terms will be governed by and construed and enforced in accordance with the Saint Vincent and the Grenadines laws and regulations, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

##### ***Informal Dispute Resolution***

**17.2.** You and the Company shall cooperate in good faith to resolve any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection

with them ("Disputes"). If you and we are unable to resolve a Dispute within 90 days of notice of such Dispute, such Dispute shall be finally settled in court proceeding as stipulated in Articles 18.4-18.5.

***No Class Arbitrations, Class Actions or Representative Actions***

**17.3.** Any Dispute is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class action or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of litigation proceedings, or on behalf of any other individual or group of individuals.

***Litigation Proceedings***

**17.4.** Any Dispute shall be referred to and finally resolved by courts of Saint Vincent and the Grenadines in accordance with the applicable legislation.

**17.5.** The parties hereto agree to keep confidential all matters relating to the Disputes resolution, including related court proceedings, to the greatest extent practicable.

**18. Customer Service**

**18.1.** Our Customer support team is normally available from 10:00 to 18:00 GMT+3 Monday to Friday.

**18.2.** Correspondence received after business hours as mentioned in Article 18.1 shall be treated as having arrived on the following Business Day.

**19. Miscellaneous**

**Entire Agreement.** Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with the Website for the Services or for any other Website product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with the Website, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

**Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

**Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

**Force Majeure Events.** The Website and/or the Company and/or its Affiliates shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond the Company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond the Company's reasonable control (each, a "Force Majeure Event").

**Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from the Company, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

**Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.

**Language.** This English language text of the Terms is the primary official source. The information contained herein may from time to time be translated into other languages or used in the course of written or verbal communications with existing and prospective customers, partners etc. In the course of such translation or communication some of the information contained herein may be lost, corrupted, or misrepresented. The accuracy of such alternative communications cannot be guaranteed. In the event of any conflicts or inconsistencies between such translations and communications and this official English language text of the Terms, the provisions of this English language original document shall prevail.

## **20. Contact Us**

**20.1.** If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of the Website and the Service or any other matter, please, contact [support@roobee.io](mailto:support@roobee.io).

roobee.finance