

End-User License Agreement – Terms and Conditions of Use

IMPORTANT NOTICE: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE (“TERMS” OR “AGREEMENT”) CAREFULLY BEFORE ACCESSING OR USING THE WWW.10EX.IO WEBSITE (THE “WEBSITE”).

THE WEBSITE IS MANAGED AND OPERATED BY IBINEX FINANCIALS ESTONIA OU, A COMPANY INCORPORATED UNDER THE LAWS OF ESTONIA, WITH A REGISTERED OFFICE AT ROOSIKRANTSI TN 2-K399, KESKLINNA LINNAOSA, TALLINN, HARJU MAAKOND, 10119 (“IBINEX” OR THE “COMPANY”). IBINEX IS HOLDING A VIRTUAL CURRENCY EXCHANGE LICENCE IN ESTONIA (REG. NO. FVR000204) AND VIRTUAL CURRENCY WALLET SERVICE LICENSE IN ESTONIA (REG. NO. FRK000170). ALL CUSTOMER TRANSACTIONS ARE PLACED AND PROCESSED DIRECTLY WITH IBINEX AND ALL CUSTOMER AGREEMENTS WILL BE ENTERED INTO DIRECTLY WITH IBINEX AND GOVERNED BY THE LAWS OF ESTONIA.

THE WEBSITE AND MOBILE APPLICATION AND ALL OF THE FEATURES AND OTHER SERVICES THEY PROVIDE, ARE OWNED AND OPERATED BY IBINEX.

BY USING OR OTHERWISE ACCESSING THE WEBSITE, MOBILE APPLICATION OR OTHER CONTENT, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, AND ALL OBLIGATIONS AND RULES THAT MAY BE INCLUDED OR REFERRED TO THEREIN IN THEIR ENTIRETY; (2) YOU WILL ABIDE BY AND BE BOUND BY THESE TERMS; (3) YOU GIVE YOUR CONSENT TO THE COLLECTION, USE, DISCLOSURE AND OTHER HANDLING OF INFORMATION AS DESCRIBED IN OUR PRIVACY POLICY; (4) YOU MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW IN SECTION 1.1; AND (5) THESE TERMS ARE A BINDING AGREEMENT BETWEEN IBINEX AND YOU.

IF AT ANY TIME YOU DO NOT AGREE WITH THESE TERMS, YOU MUST IMMEDIATELY STOP AND REFRAIN FROM USING AND/OR OTHERWISE ACCESSING THE IBINEX SERVICES.

IBINEX MAY MODIFY THESE TERMS BY PROVIDING NOTICE OF SUCH CHANGES SUCH AS BY SENDING YOU AN E-MAIL, PROVIDING A NOTICE THROUGH THE SERVICES, OR UPDATING THE “LAST UPDATED” DATE AT THE COMMENCEMENT OF THESE TERMS ON THE WEBSITE. BY USING OR OTHERWISE ACCESSING THE WEBSITE, MOBILE APPLICATION OR OTHER CONTENT, YOU CONFIRM YOUR AGREEMENT TO THE MODIFIED TERMS. IBINEX ENCOURAGES YOU TO FREQUENTLY REVIEW THE TERMS TO ENSURE YOU UNDERSTAND THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO, AND USE OF, THE IBINEX SERVICES. IF YOU HAVE ANY QUESTIONS REGARDING THE USE OF THE WEBSITE OR THE IBINEX SERVICES, PLEASE CONTACT OUR SUPPORT TEAM BY E-MAIL AT support@10ex.io.

The risk of a significant loss of funds in trading or holding Digital Currency can be substantial and these include, without limitation, the risks set out in Appendix 4 below. You should therefore carefully consider whether trading or holding Digital Currency is suitable for you in light of your financial condition, risk appetite, and other financial considerations and obtain professional, financial, investment and legal advice accordingly before making any decisions to hold or trade in Digital Currency. You hereby warrant and represent that you have not, and will not obtain any professional, financial, investment or legal advice from Ibinex and that you will obtain all such advice separately.

1. Basic Ibinex Services.

1.1. Eligibility.

1.1.1. To be eligible to use the Ibinex Services, you must be at least 18 years old. You represent and warrant that: (a) you are of legal age to form a binding contract, i.e. at least 18 years of age; (b) have not previously been suspended or removed from using the Ibinex Services; and (c) have full power and authority to agree to these Terms.

1.1.2. You may not use the Ibinex Services if you are located in, or a citizen or resident of, the United States of America or any state, country, territory or other jurisdiction forming part of the United States of America or where your use of the Ibinex Services would be illegal or otherwise violate any applicable law. You represent and warrant that you are not a citizen or resident of any such jurisdiction and that you will not use the Ibinex Services while located in any such jurisdiction. You may also not use the Ibinex Services if you are located in, or a citizen or resident of, any other jurisdiction where Ibinex has determined, at its sole discretion, to prohibit use of the Ibinex Services.

It is currently envisaged that the Ibinex Services will be used by persons located in, citizens or residents of various countries pursuant to onboarding processes. Such list of countries may be changed, extended or reduced from time to time at the discretion of Ibinex. Ibinex may implement controls to restrict access to the Ibinex Services from any jurisdiction prohibited under this Section.

1.1.3. You are responsible to comply with the laws applicable to your jurisdiction.

1.2. Ibinex Services.

Your Ibinex account (“**Ibinex Account**”) encompasses the following services (“**Ibinex Services**”): (i) wallets that allow users to store certain supported digital currencies, like Bitcoin or Ethereum (“**Digital Currency**” and “**Digital Currency Wallet**”, accordingly); (ii) to track, transfer, and manage supported Digital Currencies; and (iii) Digital Currency conversion services through which users can buy and sell Digital Currencies in transactions with Ibinex (the “**Conversion Services**”). These Ibinex Services may be changed, terminated entirely, and/or additional services may be added at Ibinex’s sole discretion.

2. Creating an Ibinex Account.

2.1. Registration of Ibinex Account. In order to use the Ibinex Services, you will need to register for an Ibinex Account. During the account registration process, we will ask you for information, including your name and other personal information to verify your identity. You must provide

complete and truthful information. We may, in our sole discretion, refuse to open an Ibinex Account for you and/or limit the number of Ibinex Accounts that you may hold.

2.2. Identity Verification. During registration of your Ibinex Account, you must provide the information we request for the purposes of identity verification (including KYC) and the detection of money laundering (AML), terrorist financing, fraud, or any other financial crime and also permit us to keep a record of such information, including signing on the Ibinex KYC/AML Policy and any documentation required thereunder. You will need to complete certain verification procedures before you are permitted to use the Ibinex Services. The verification procedures may, in certain cases, include verification via video interview for which information technology means, which has a working camera, microphone, the hardware and software required for digital identification and an internet connection of adequate quality is required. Your access and the limits that apply to your use of the Ibinex Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information, you confirm that the information is accurate and authentic. You agree to notify us immediately if any of the information you provided changes. You authorize us to make inquiries, whether directly or through third parties that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to third party service providers, including payment processors for a credit reference, liquidity (currency) providers, fraud prevention or financial crime and other agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating. Additionally, we may require you to wait some amount of time after the completion of a transaction before permitting you to use further Ibinex Services and/or before permitting you to engage in transactions beyond certain volume limits.

3. Hosted Digital Currency Wallet.

3.1. In General. Your Hosted Digital Currency Wallet enables you to store, track and manage supported Digital Currencies contained in your Hosted Digital Currency Wallet. Upon verification pursuant to our KYC/AML Policy, you will have the ability to request, send, receive, and store Digital Currency from third parties by giving instructions through the Website (each such transaction is a “**Digital Currency Transaction**”).

Ibinex reserves the right to refuse to process or to cancel any pending Digital Currency Transaction as required by law or in response to a subpoena, court order, or other government request or to enforce transaction limits as determined in its discretion. Ibinex cannot reverse a Digital Currency Transaction which has been submitted to a Digital Currency network. The Hosted Digital Currency Wallet services are available only in connection with those Digital Currencies that Ibinex, in its sole discretion, decides to support and it may change such support at any time. If you have any questions about which Digital Currencies Ibinex currently supports, please visit the Website. Under no circumstances should you attempt to use your Hosted Digital Currency Wallet services to store, send, request, or receive digital currencies in any form that is not supported by Ibinex.

Ibinex assumes no responsibility or liability in connection with any attempt to use Ibinex Services for digital currencies that Ibinex does not support.

3.2. Digital Currency Transactions. Ibinex processes supported Digital Currency according to the instructions received from its users, but we do not guarantee the identity of any receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to Ibinex. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly and will not be included in your Ibinex Account balance or be available to conduct transactions (or withdrawals). Ibinex reserves the right to delay any Digital Currency Transaction if it perceives a risk of fraud or illegal activity.

3.3. Digital Currency Storage and Transmission Delays. Ibinex stores all Digital Currency private keys in a combination of online and offline storage. As a result, it may be necessary for Ibinex to retrieve certain information from offline storage in order to facilitate a Digital Currency Transaction in accordance with your instructions, which may delay the initiation or crediting of such Digital Currency Transaction, even though Ibinex will seek to initiate or carry out all transactions as soon as possible. You acknowledge and agree that a Digital Currency Transaction facilitated by Ibinex may be delayed, notwithstanding the efforts of Ibinex. Ibinex is not acting as a Custodian of currencies or funds and does not have a Custodian License.

3.4. Third Party Payments. Ibinex has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of Ibinex Services). Ibinex is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Digital Currency transferred using the Ibinex Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Ibinex Support at the Website so that we may consider what action to take, if any.

3.5 Advanced Protocols. Unless specifically announced on the Website or through some other official public statement of Ibinex, we do not support metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Currency supported by Ibinex (collectively, “**Advanced Protocols**”). Do not use your Ibinex Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. The Ibinex platform is not configured to detect and/or secure Advanced Protocol transactions and Ibinex assumes absolutely no responsibility whatsoever in respect to Advanced Protocols.

3.6 Operation of Digital Currency Protocols. Ibinex does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute

them. By using the Ibinex platform, you acknowledge and agree: (i) that Ibinex is not responsible for operation of the underlying protocols and that Ibinex makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a “**forks**”) and that such forks may materially affect the value, function, and/or even the name of the Digital Currency you store on the Ibinex platform. In the event of a fork, you agree that Ibinex may temporarily suspend Ibinex operations (with or without advance notice to you) and that Ibinex may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that Ibinex assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

4. Conversion Services and Fees.

4.1. You authorize Ibinex to initiate debits from your selected payment method(s) in settlement of purchase and/or sale transactions. A Transaction Fee as defined in section 4.2 applies to all purchase and sale transactions. Although Ibinex will attempt to deliver supported Digital Currency to you as promptly as possible, funds may be debited from your selected payment method before Digital Currency is delivered to your Ibinex Account. We may debit your selected payment method, such as your bank account or credit card, as soon as the same day you initiate the purchase or sale but your payment may take longer to process. In the event that Ibinex is unable to fulfill your purchase or sale order, we will notify you and seek your approval to fulfill the purchase or sale order at the contemporaneous Quotation Price.

4.2. Each Conversion Service transaction is subject to a fee on top of the Quotation Price (a “**Transaction Fee**”), as well as other associated fees, commissions, bank charges, wire transfer charges, clearing house charges, network fees (miner fees), etc. (“**Associated Fees**”), all of which are payable by you. The applicable Transaction Fee is displayed to you on the Website prior to you completing a Conversion Service transaction. The availability of each payment method depends on a number of factors, including but not limited to your location, the identification information you have provided to us, and limitations imposed by third party payment processors.

You can view the current fee applicable to your location and payment method at our fees page.

Ibinex reserves the right to adjust its Transaction Fees and Associated Fees and any applicable waivers at any time. We will always notify you of the Transaction Fee which applies to your transaction when you authorize the transaction and in each receipt we issue to you.

You should be aware that in order to carry out purchases or sales of cryptocurrency, Ibinex carries out transactions with various third parties and liquidity providers of cryptocurrency, with whom it holds accounts including fiat accounts, cryptocurrency accounts and digital wallets on behalf of Ibinex and you hereby acknowledge and agree to the same and to your fiat currencies and cryptocurrencies being held by Ibinex in accounts with such third parties and liquidity providers.

You should also be aware that the quotation of cryptocurrency for sale or purchase which Ibinex receives from the liquidity providers of the cryptocurrency includes a spread or margin for Ibinex compared to the offer which Ibinex makes to you for the sale or purchase of the cryptocurrency.

You should also be aware that the quotation of cryptocurrency for sale or purchases presented to you as “**market price**” or otherwise as the quoted price for the specific cryptocurrency transaction during the sale or purchase on the Website includes, inter-alia, the liquidity provider fee and Ibinex’ s charges for using the technology (the “**Quotation Price**”).

The Quotation Price may be calculated as a weighted price of a number of different buyers or sellers available within the platform, and/or of different liquidity providers, and there may be a time gap between the conversion order and the actual conversion that will affect the price displayed.

4.3. Deposits. In order to initiate any transaction to buy or sell Digital Currency, you must first of all maintain sufficient funds in your Ibinex Account, by way of depositing fiat and/or crypto currencies into your Ibinex Account, adequate to cover your desired transaction. The Digital Currency which you deposit shall be delivered into a custodial digital wallet belonging to the Company, and such deposits shall be recorded under your Ibinex Account. Fiat funds shall be deposited into an Ibinex bank account by way of either bank wire transfer or credit card processing, and once we receive the confirmation of your deposit, such deposit shall be recorded in your Ibinex Account.

When you choose to deposit fiat funds through credit card processing into your Ibinex Account, as the cardholder of your credit card, you declare and confirm that you shall always ensure that you comply with any and all applicable laws and regulations with respect to such holding of your credit card and your usage of the credit card.

4.4. Refund or Cancellation Policy. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorize Ibinex, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including Ibinex balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, NSF, or similar fees charged by your payment provider. Ibinex reserves the right to refuse to process, or to cancel or reverse, any purchases or sales of Digital Currency in its sole discretion, even after funds have been debited from your account(s) for reasons which include, but are not limited to, technical error, market abuse or manipulation, or your failure to pass our KYC process and if: (i) Ibinex suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; (ii) in response to a subpoena, court order, or other government order; (iii) Ibinex reasonably suspects that the transaction is erroneous; or (iv) Ibinex suspects the transaction relates to Prohibited Use or a Prohibited Business as set forth below. In such instances, Ibinex will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction. Any refunds shall be at the sole discretion of Ibinex.

4.5. Withdrawals. At any point you may make a request for a withdrawal to withdraw funds from your Ibinex Account. The Company shall designate certain periods during the day at which the actual withdrawal can occur pursuant to your request and the Company’s approval upon obtaining the necessary documentation. Upon such approval, the Company shall deliver the applicable

Digital Currency to the personal digital wallet designated by you and declared to be owned by you exclusively and which is under your sole and full control, and you acknowledge that any delivery of Digital Currency may not be immediate or may be subject to delays. Following a withdrawal request for fiat funds we may either credit your credit card, using the details you provided, or initiate a bank transfer to the bank account through which you have deposited the funds, all according to our compliance policies and banking requirements. All of your withdrawals and financial activity on the Ibinex platform will be recorded under your Ibinex Account.

Please consider that we take up to three (3) business days to process your withdrawal request. Withdrawals may take up to five (5) business days to reach your credit card or bank account.

4.6. Payment Services Partners (“PSP”). Ibinex may use a third-party payment processor to process any US Dollar (or other fiat currency) payment between you and Ibinex, including but not limited to payments in relation to your use of the Conversion Service.

Ibinex cannot guarantee that all credit cards will be accepted by the PSP. The acceptability of your credit card depends on various factors such as, your location, your identification information, limitations imposed by your credit card provider and/or by the third-party payment processors. Likewise, Ibinex cannot guarantee that your bank will accept the funds received from your Ibinex Account. It is your responsibility to ensure that your credit card provider or bank will accept your funds. You also acknowledge that the availability of all payment methods – bank transfer and credit card – is not guaranteed, and we may change the payment methods from time to time at our sole discretion.

You hereby consent that Ibinex will provide certain information and/or documentation about you to the PSP, as may be required to complete a transaction.

With regard to any deposits in fiat, you further agree not to make or attempt to initiate chargebacks, and/or deny or reverse any deposit that you have made. In any such event, we reserve the right to cease to provide you with the Ibinex Services, terminate this Agreement, and take any further action we may deem appropriate, including the right to adjust your Ibinex Account to reflect any deduction from any balance in the deposit to set-off any loss suffered due to your chargeback or reversal of transactions.

5. General Use, Prohibited Use, and Termination.

5.1. Limited License. Ibinex grants you a limited, revocable, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the Website and the related content, materials, information (collectively, the “**Content**”) solely for approved purposes as permitted by Ibinex from time to time. Any other use of the Website or Content is expressly prohibited and all other right, title, and interest is exclusively the property of Ibinex and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. “Ibinex.com”, “Ibinex”, and all logos related to the Ibinex Services or displayed on the website are either trademarks or registered marks of Ibinex or its licensors. You may not copy, imitate or use them without Ibinex's prior written consent.

5.2. Website Accuracy. Although we intend to provide accurate and timely information on the Website, the Website (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with complete and accurate information, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information and not rely on it. All decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including, without limitation, other websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Website.

5.3. Third-Party Applications. If, to the extent permitted by Ibinex from time to time, you grant express permission to a third party to access or connect to your Ibinex Account, either through the third party's product or service or through the Website, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your obligations under this Agreement. Additionally, you are fully responsible for all acts or omissions of any third party accessing your Ibinex Account. Further, you acknowledge and agree that you will not hold Ibinex responsible for, and you will hold Ibinex harmless and indemnify Ibinex from, any and all liability, costs, claims or damages arising out of or related to any act or omission of any third party with access to your Ibinex Account. You may change or remove permissions granted by you to third parties with respect to your Ibinex Account at any time through the Account Settings (Integrations) page on the Website.

5.4. Prohibited Use. In connection with your use of the Ibinex Services, you agree and represent you will not engage in any Prohibited Business or Prohibited Use defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Ibinex Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Ibinex Account is associated with a Prohibited Use and/or a Prohibited Business.

5.5. Transactions Limits. The use of all Ibinex Services is subject to a limit on the amount of volume, stated in U.S. Dollar terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your Ibinex Account and visit the Website. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. Ibinex reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at the Website. We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Ibinex staff (such process is referred to as the “**Enhanced Due Diligence**”). Ibinex reserves the right to charge you for its costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance. In our sole discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence and paid for the costs and fees.

5.6. Suspension, Termination, and Cancellation. Ibinex may: (a) suspend, restrict, or terminate your access to any or all of the Ibinex Services; and/or (b) deactivate or cancel your Ibinex Account on the occurrence of any one or more of the following:

- We are so required by a subpoena, court order, or order of a government authority; or
- We suspect you of using your Ibinex Account in connection with a Prohibited Use or Business; or
- Use of your Ibinex Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; or
- Our service partners are unable to support your use; or
- You take any action that Ibinex deems as circumventing Ibinex's controls, including, but not limited to, opening multiple Ibinex Accounts or abusing promotions which Ibinex may offer from time to time; or
- You breach any one or more of our policies referred to on the Website such as KYC/AML, Privacy Policy, etc.; or
- You carry out any unlawful or illegal activity; or
- You are in breach of any material provisions of these Terms; or
- You are in breach of any money laundering regulations or KYC requirements.

If Ibinex suspends or closes your account for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Ibinex from providing you with such notice. You acknowledge that Ibinex's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Ibinex's risk management and security protocols. You agree that Ibinex is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Digital Currency or funds associated with your Hosted Digital Currency Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited: (i) under the law, including but not limited to applicable sanctions programs; or (ii) by a subpoena or court order. You may close your Ibinex Account at any time and will not be charged for closing your Ibinex Account, however, you will be required to pay any outstanding amounts owed to Ibinex. You authorize us to cancel or suspend any pending transactions at the time of closing.

Ibinex will not be liable for any losses suffered by you resulting from any modification of any Ibinex Services or from any suspension or termination of your access to all or a portion of any Ibinex Services (whether pursuant to this Section or for any other reason). If and when Ibinex Services resume, you acknowledge that token valuations and exchange rates may differ significantly from the valuations and rates prior to such event.

If you are a consumer, then you acknowledge that the right of withdrawal is not applicable to you as the price for the Ibinex Services is dependent upon fluctuations in the financial market which cannot be controlled by Ibinex and which may occur within the withdrawal period.

5.7. Relationship of the Parties. Ibinex is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause you and Ibinex to be treated as partners, joint venturers, or otherwise as joint associates for profit, employer/employee or either you or Ibinex to be treated as the agent of the other.

5.8. Privacy of Others; Marketing. If you receive information about another user through the Ibinex Services, you must keep the information confidential. You may not disclose or distribute a user's information to a third party or use the information unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the Ibinex Services.

5.9. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Ibinex Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Ibinex Account by third-parties and the loss or theft of any Digital Currency and/or funds held in your Ibinex Account and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to your failure to keep them up to date or to the compromise of account login credentials and/or your failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Ibinex Account information has been compromised, please contact Ibinex Support immediately at support@10ex.io.

5.10. Compliance with Laws; Taxes. It is your sole responsibility to: (1) comply with all applicable laws in relation to your trading activities and the use of the Ibinex Services; and (2) to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Ibinex Services or arising in connection with your activities under this Agreement and Terms; and (3) to withhold, collect, report, pay and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Ibinex Account.

5.11. Unclaimed Property. If Ibinex is holding funds in your account and Ibinex is unable to contact you and has no record of your use of the Ibinex Services for more than six (6) months or a longer period, applicable law may require Ibinex to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Ibinex will try to locate you at the address shown in our records, but if Ibinex is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. You are aware of this and agree to the same. Ibinex reserves the right to deduct a monthly dormancy fee of EUR 10 per month or equivalent in digital currency after six (6) months and/or other administrative charges from such unclaimed funds, as permitted by applicable law.

In the event that the Customer is deceased, the Company will require the production of a Succession Order/Certificate or a Grant of Probate in accordance with applicable law.

6. Customer Feedback, Queries, Complaints, and Dispute Resolution

6.1. Contact Ibinex. Ibinex strives to offer you optimal services and maintain the highest standards at all times. In the event that you should be dissatisfied with our Ibinex Services for any reason, we have put in place internal procedures for handling all complaints fairly and promptly.

Please contact us, preferably in writing, using the following e-mail: complaints@10ex.io.

Once your complaint has been received, the Complaints Section in our Customer Support Department will address and investigate the complaint. We will acknowledge receipt of your complaint promptly via email, and will provide you with a reference number of your complaint. For your convenience, please be sure to use this reference number in all future contact with us and any other regulatory body addressing the specific complaint.

Your complaint will be carefully reviewed and we will investigate the circumstances surrounding your complaint and will do our best to resolve it in a timely manner. We shall make every effort to provide you with the outcome of our investigation within four (4) weeks from the date of receipt of the complaint. During this investigation, we will attempt to keep you posted as to its progress. One of our representatives may contact you directly in order to obtain further clarifications, information, and/or evidence relating to the complaint. For the efficient handling of this claim, we require your full cooperation and attention.

In the event that we cannot resolve your complaint within the eight (8) week period, we will notify you of such delay. This notice will indicate the cause(s) of the delay and when we anticipate our investigation will be completed. Please note that the Company shall consider your complaint finalized and closed in the event that you fail to respond to our emails or phone calls within the period of three (3) months from the date of submission.

You will be notified with the final outcome of the investigation, along with an explanation of the Company's position and any remedy measures we intend to take (if applicable).

If we have failed to respond to your query within eight (8) weeks or if you are still not pleased with our suggested resolution you may also lodge a complaint with the appropriate governmental agency.

The contact details in Estonia are:

Tarbijkaitseamet
Pronksi 12
10117 Tallinn
Estonia
info@tarbijkaitseamet.ee

You should be aware that there is an online dispute resolution platform in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council, and you may also turn to an online dispute resolution platform at <https://ec.europa.eu/consumers/odr/>.

6.2. Dispute resolution; Governing Law; Waiver of Class Action.

If you have a dispute with Ibinex, we will initially attempt to resolve any such dispute through our support team in an amicable manner. If we cannot resolve the dispute amicably through our support team, you and Ibinex agree that any dispute arising under this Agreement shall be referred to Harju County Court (*Harju Maakohus*) in Tallinn, Estonia.

This Agreement shall be governed by and construed in accordance with the Laws of Estonia.

You and Ibinex hereby expressly waive the right to participate in a class action lawsuit, joint actions by several plaintiffs or class-wide arbitration.

7. General Provisions.

7.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack, or any force majeure or other disasters, unscheduled maintenance, or any other causes outside our control. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Ibinex. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through the Ibinex Services.

Always log into your Ibinex Account through the Website to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

7.2. Release of Ibinex; Indemnification. If you have a dispute with one or more users of the Ibinex Services, you release Ibinex, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

You agree to indemnify and hold Ibinex, its affiliates and service providers, and each of its or their respective officers, directors, shareholders, agents, joint venturers, employees, attorneys, suppliers, contractors and representatives (“**Indemnified Party**”), harmless from any claim, lawsuit, action, proceeding, investigation, liability, damage, loss, cost, expense or demand (including without limitation, reasonable attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to: a) your use of, or conduct in relation to the Ibinex Services; and b) any user content that you may provide; and c) your breach of this Agreement; and d) your violation of any law, rule or regulation, or the rights of any third party. If you are obligated to indemnify any Indemnified Party, Ibinex (or at Ibinex's sole discretion, the applicable Indemnified Party), will have the right, at its sole discretion, to control the action or proceeding and to determine whether Ibinex wishes to settle the same and if so, the terms of such settlement.

7.3. Limitation of Liability; Disclaimer of Damages; No Warranty.

IN NO EVENT SHALL THE LIABILITY OF IBINEX, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS,

SHAREHOLDERS, AGENTS, JOINT VENTURERS, EMPLOYEES, ATTORNEYS, SUPPLIERS, CONTRACTORS OR REPRESENTATIVES, ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE IBINEX SERVICES, THE PERFORMANCE OR NON-PERFORMANCE OF THE IBINEX SERVICES OR ANY OTHER PRODUCT, SERVICE OR ITEM CARRIED OUT BY OR ON BEHALF OF IBINEX, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO IBINEX UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY CLAIM FOR LIABILITY, UNLESS APPLICABLE LAW PRESCRIBES OTHERWISE.

TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW, IN NO EVENT WILL IBINEX, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, JOINT VENTURERS, EMPLOYEES, ATTORNEYS, SUPPLIERS, CONTRACTORS OR REPRESENTATIVES, BE LIABLE FOR ANY LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE WEBSITE OR THE PERFORMANCE OR NON-PERFORMANCE OF THE IBINEX SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF IBINEX HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW, THE IBINEX SERVICES AND WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW, IBINEX SPECIFICALLY DISCLAIMS AND YOU HEREBY WAIVE ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, IBINEX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE IBINEX SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Ibinex makes no representations about the accuracy or completeness of historical Digital Currency price data available on the Website. Ibinex will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Ibinex makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

7.4. Entire Agreement. This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Ibinex as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between, and among, you and Ibinex. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

7.5. Amendments. We may amend or modify this Agreement by posting on the Website and/or emailing to you the revised Agreement and the revised Agreement shall be effective at the stated time. If you do not agree with any such amendment or modification, your sole and exclusive remedy is to terminate your use of the Ibinex Services and close your Ibinex Account. You agree that we shall not be liable to you or any third party for any modification or termination of the Ibinex Services, or suspension or termination of your access to the Ibinex Services, except to the extent otherwise expressly set forth herein.

7.6. Assignment. You may not assign or transfer any rights and/or licenses granted under this Agreement without the express written consent of Ibinex, which shall be within its sole and absolute discretion. We reserve the right to assign or transfer our rights without restriction, including without limitation to any Ibinex affiliates or subsidiaries, or to any successor in interest of any business associated with the Ibinex Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

7.7. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed, interpreted, or deleted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

7.8. Change of Control. In the event that Ibinex is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

7.9. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Ibinex Account cancellation, debts owed to Ibinex, general use of the Website, disputes with Ibinex, and general provisions, shall survive the termination or expiration of this Agreement.

7.10. Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications, or Internet services, or network provider services, failure of

equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control.

7.11. English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided solely for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. In the event of a discrepancy between the non-English version of this Agreement and this version of the Agreement, the English language version shall prevail.

7.12. Non-Waiver of Rights. This agreement shall not be construed to waive rights that cannot be waived under applicable country money transmission laws in the country where you are located.

APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

Prohibited Use

You may not use your Ibinex Account to engage in the following categories of activity (“**Prohibited Use**”). The specific types of Prohibited Use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Ibinex Services involves a Prohibited Use or have questions about how these requirements apply to you, please contact us at support@10ex.io. By opening an Ibinex Account, you confirm that you will not use your Ibinex Account to do any of the following:

- Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Ibinex conducts business or which would involve proceeds of any unlawful activity;
- Abusive Activity: Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Website, other Ibinex Accounts, computer systems or networks connected to the Website, through password mining or any other means; use Ibinex Account information of another party to access or use the Website, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user's Ibinex Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Ibinex;
- Abuse Other Users: Interfere with another individual's or entity's access to or use of any Ibinex Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information

from the Website about others, including without limitation email addresses, without proper consent;

- **Fraud:** Activity which operates to defraud Ibinex, Ibinex users, or any other person; provide any false, inaccurate, or misleading information to Ibinex; or
- **Intellectual Property Infringement:** Engage in transactions that harm Ibinex or the Ibinex brand or infringe any intellectual property or engage in any action that implies an untrue endorsement by or affiliation with Ibinex.

Prohibited Businesses

In addition to the Prohibited Use described above, the following categories of businesses, business practices, and sale items are barred from Ibinex Services (“**Prohibited Businesses**”). The specific types of Prohibited Businesses use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Ibinex Services involves a Prohibited Business or have questions about how these requirements apply to you, please contact us at support@10ex.io.

By opening an Ibinex Account, you confirm that you will not use Ibinex Services in connection with any of following businesses, activities, practices, or items:

- **Investment Services:** Securities brokers or investment schemes;
- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies; or
- **High Risk Businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS

As mentioned above in the Agreement, we identify users on our platform. This ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate, something that is necessary for us to be able to continue to offer digital currency exchange services to our customers. Ibinex collects and verifies information about you in order to: (a) protect Ibinex and the community from fraudulent users; and (b) to keep appropriate records of Ibinex's customers. Your daily or weekly Conversion limits, withdrawal and trading limits, and limits on transactions from a linked payment method are based on the identifying information and/or proof of identity you provide to Ibinex.

All customers who wish to use Ibinex Services are required to establish an Ibinex Account by providing information and documents required in the AML/KYC Policy.

All customers who wish to send and receive Digital Currency on to the block chain are required to provide personal information and documentation as required in the KYC/AML Policy.

Notwithstanding these minimum verification procedures for the referenced Ibinex Services, Ibinex may require you to provide or verify additional information or to wait some amount of time after completion of a transaction, before permitting you to use any Ibinex Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting your Ibinex Account's Limits page.

You may contact us at support@10ex.io to request larger limits. Ibinex will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and Ibinex does not guarantee that we will raise your limits.

APPENDIX 3: E-SIGN DISCLOSURE AND CONSENT

This policy describes how Ibinex delivers communications to you electronically.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “**Communications**”) that we provide in connection with your Ibinex Account and your use of Ibinex Services. Communications include:

- Terms of use and policies you agree to (e.g., the Ibinex Terms and Conditions of Use and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Ibinex Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims, complaints or customer support inquiries filed in connection with your Ibinex Account.

We will provide these Communications to you by posting them on the website, emailing them to you at the primary email address listed in your Ibinex profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with Ibinex); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at support@10ex.io. If you fail to provide or if you withdraw your consent to receive Communications electronically, Ibinex reserves the right to immediately close your Ibinex Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Ibinex sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Ibinex will be deemed to have provided the Communication to you.

You may update your information by logging into your Ibinex Account and visiting settings or by contacting our support team at support@10ex.io.

APPENDIX 4: ADDITIONAL DISCLOSURES

Ibinex may maintain licenses to engage in money transmission activities in certain countries and these licenses may impact our provision and your use of certain Ibinex Services in those countries. Ibinex's licenses and corresponding required disclosures can be found on the Website, which is incorporated herein by reference.

Please note the following disclosures associated with virtual currency:

- Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to Securities Investor Protection Corporation protections.
- Legislative and regulatory changes or actions at the country or international level may adversely affect the use, transfer, exchange, and value of virtual currency.
- Transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction.
- The value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear.
- There is no assurance that a person who accepts a virtual currency as payment today will continue to do so in the future.
- The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in significant loss over a short period of time.
- The nature of virtual currency may lead to an increased risk of fraud or cyber attack.

- The nature of virtual currency means that any technological difficulties experienced by Ibinex may prevent the access or use of a customer's virtual currency.
- Any bond or trust account maintained by Ibinex for the benefit of its customers may not be sufficient to cover all losses incurred by customers.