

TERMS OF USE

1. GENERAL PROVISIONS. ACCEPTANCE OF THE AGREEMENT

- 1.1. The Agreement (referred to as the **Agreement**) between [**Crypto Bank Limited, Reg. Number 15719**], registered in accordance with the laws of [**Union of Comoros**] at address: [**Suite 1724 BP 303, Mutsamudu, Anjouan Union of Comoros**] (referred to as the **Company**), sets out the terms of use for users (referred to here as 'you' or the User) of the website at the domain name *zodiaq.io* (referred to here as **Site**) or any connected services, computer programme or other product (referred to here as **Services**), administered by the Company or any other Services which may be created in the future. The Services at the time of signing this Policy includes the following:
- (a) chat-bot messenger on Telegram (@Zodiaqbot);
 - (b) chat-bot messenger on Facebook Messenger (@Zodiaqcorp).
- 1.2. In the Agreement the definition 'Site' is to mean 'Site and Services' or 'Site and any of the Services', if it is not obvious from the provision or its context that it provides otherwise.
- 1.3. Any of the following actions mean that you agree to the terms of the Agreement:
- (a) visiting our website or using a Service;
 - (b) registration (creating an account);
 - (c) completing a transaction with the use of the Site or Service;
 - (d) transferring any information to the Company by the User, including for the use of features on the Site, Services or other usual means of communication, if the contact details are shown on the Site (including e-mail, telephone and fax) about the approval of the content of the Agreement or an intention to complete any of the actions listed in (a) to (c) above;
 - (e) a third party performing any of the actions in (a) to (d) above under your instruction or on your behalf.
- 1.4. By entering into the Agreement, you confirm that you have read and understood all of its terms. You are entitled to contact the Company in accordance with clause 9.10 of the Agreement with any queries regarding the text of the Agreement.
- 1.5. By entering in to the Agreement, you confirm that you are over the age of 18. Users who are not over the age of 18 cannot enter into the Agreement and must cease to use the Site. The Company can refuse to enter into the Agreement with certain categories of Users, including based on a User's citizenship or residency (including restricting the access of such Users on the basis of their IP address or by other means).
- 1.6. By entering into the Agreement, you confirm that you have read and understood the Confidentiality Policy, published at the following address: [<https://www.zodiaq.io>].

- 1.7. The Company can at its discretion amend the Agreement. The updated Agreement is to be published at the webpage [<https://www.zodiaq.io>] and enters into force 10 (ten) days following its publication on the website. If the User does not agree with the changes to the Agreement, he must cease to use the Site and all Services. Users that continue to use the Site or any of the Services after publication of an updated Agreement are to be considered to have approved the terms of the updated Agreement.
- 1.8. In situations where the Company publishes a new document regulating its dealings with the User (in particular, but not limited to the following types of documents: open licences, regulations governing the provision of certain types of services through the Site, documents regulating the issuing, granting and use of tokens) the rules established by the Agreement, are to be apply to the extent that they do not contradict the new document and the nature and substance of the relations.

2. REGISTRATION AND ACCOUNTS

- 2.1. The creating an account, by a User registering, is a pre-condition for access to the main functionality of the Site. Removal or blocking of accounts by the Company results in the User's access to the Site being stopped or suspended.
- 2.2. The Company can set up the functionality of the Site and Services in such a way that an account provides access to the Site and all Services simultaneously or that different accounts should be used or may be used to access the Site and individual Services.
- 2.3. In order to register, a User is to voluntarily complete and submit to the Company through the Site a completed registration form containing his accurate and current information as required by the form. A User cannot create "fake" accounts on the behalf of other persons, except for cases where appropriate permission and authority has been obtained. Regardless of the authority of a representative, an individual cannot use an account registered in the name of another person if he thereby deceives the Company or other users and/or acts without the permission of the person who he claims to represent.
- 2.4. For the purpose of identification and to complete the registration process, Users are required to provide an email address and to confirm the authenticity of the address by clicking on a link contained in an email confirmation. In place of or in addition to this, the Company can ask that Users provide a mobile telephone number and confirm the use of this number by entering a code which will be sent by SMS to the telephone number.
- 2.5. By providing the Company with an email or telephone number and confirming receipt of a confirmation email or SMS, you confirm that you are the registered user of this email account or telephone number.
- 2.6. Users must ensure that the data provided during registration and when updating their accounts is accurate and to promptly amend this information in the event that it changes.
- 2.7. Providing the Company without incomplete and/or inaccurate data during registration or failing to ensure the accuracy or completeness of data provided constitutes a basis for the removal of your account or its suspension until any issues have been resolved. You bear all the risks associated

with the removal or suspension of your account, including the risks associated with the inability to withdraw, convert or transfer funds or any other assets. In cases where the Company removes an account that enables the transfer of funds or other assets, the User has the right to apply for the return or transactions to be completed with such funds or assets directly to the Company or to another person holding such assets.

- 2.8. In the event that the Company has reasonable grounds to believe that your account was created in order to bypass the blocking or removal of another account or to access the Site or to bypass other restrictions made by the Company or stated in law, this constitute a basis for removal or blocking this account.
- 2.9. The Company in the case of reasonable doubts as to the accuracy of data provided by the User has the right (but is not obligated) at any time to request from the User documents confirming the relevant data specified when creating, modifying or updating an account. The form of the response to such a request and the period for its submission are to be determined by the Company. The failure to provide the documents in accordance with this clause can lead to the treatment of the account in accordance with clause 2.7.
- 2.10. You acknowledge that the granting and maintaining of your access to the Site, some specific parts of the Site or a particular Service (including making certain transactions) may be dependent upon you providing data requested by the Company (including via online forms).
- 2.11. User accounts are accessible through a login, with the User's email address as the login name, along with a password and/or other means of authentication, the list of which is determined by the Company and brought to the User's attention via the Site or Service interface.
- 2.12. The Company can in its discretion restrict the User's choice of authentication data (in particular, restrictions on the number and types of symbols used in authentication data, their sequence, the prohibition of certain combinations of characters as logins, passwords and other authentication data). The user is obliged to select the authentication data subject to these restrictions, and, subject to the Company's notice, in the period established by the Company, to update the authentication data used by the User for the purposes of their compliance with the new requirements of the Company.
- 2.13. In any event, the login and other information provided by the User when creating or modifying an account, except for the password, must comply with the mandatory requirements of the law, recognised ethical standards and moral principles applied at the Company's discretion, and should not violate the rights and legal interests of third parties. The User is solely responsible for ensuring that data provided complies with these requirements.
- 2.14. The User is obliged to ensure that the authentication data is kept secret from third parties, not to share such authentication data with third parties, to ensure that authentication data is not stored on a public company used to access an account, as well as to use authentication data that is most secure from unauthorised receipt and from brute-force search and similar methods. The Company, in turn, is to take all reasonable measures to protect the User's authentication data, although cannot guarantee its security (and nothing in the Agreement is provides a guarantee as to security of the Site, data or accounts), since this depends upon factors outside the Company's control, the architecture of the internet, the actions or omissions of Users and methods used by others.

- 2.15. You are required to immediately inform the Company about any unauthorised access to your authentication data or account or if you suspect that your account has been accessed without authorisation by a third party.
- 2.16. Users cannot without the consent of the Company for any purpose provide control over an account to another individual (including by transferring authentication data, changing authentication data in accordance with the instructions or others or by any other means).
- 2.17. Any actions taken using authentication data on an account, as well as any actions taken using a Token (Clause 5.7), is deemed to be your actions unless you have notified the Company of unauthorised access to your authentication data prior to such actions. The Parties agree that such notification can be sent using a simple electronic signature if:
- (a) a message is sent via the Site and after the User has registered or logged into their account; or
 - (b) a message is sent from a verified email address or telephone number provided by the User when registering, updating or amending their account.
- 2.18. You are to bear solely all risks resulting from the accidental loss, destruction or disclosure of your authentication data, including those related to the storing and integrity of data accessed through authentication data (through an account), as well as the security of your funds or other assets.
- 2.19. The Company can, in the case of a long (more than sixty (60) months) failure to use the Site by you, block or delete your account, and also to limit the list of available functionality of the Site on the account or to delete your data stored by the Company and accessible through the account.
- 2.20. The User can request that the Company remove an account as well as any functionality of the Site available on the account. The Company, prior to the removal of an account, may block it for a period of up to three (3) months during which time, the contents of the account and all related data may be deleted. In this case, the User has the right, within the specified period, to send a request to the Company to restore access to the account, this does not guarantee the security of the account and its data. After the expiration of the specified three-month period, the account and the information associated with it will be deleted without the possibility of it being retrieved through the standard functioning of the Site. Data may be kept by the Company or its counterparties if this is necessary for the performance of obligations to the User arising from other agreements and contracts.
- 2.21. The User's personal data provided when registering an account is to be processed in accordance with the Privacy Policy. Such personal data and other information received from the User other than that which (a) is publicly available, (b) could have been obtained from other sources or (c) follows from the state-of-art, is not to be disclosed by the Company and is not to be provided to other persons, unless otherwise provided for by the Agreement or is required for the performance of the Company's obligations to the User or required by law.

3. NON-EXCLUSIVE LICENCE FOR THE USE OF THE WEBSITE AND SERVICES

- 3.1. By entering into the Agreement, you accept the following terms and become a licensee to a licence agreement which grants you a non-exclusive licence to use the Site and Services. In the event that other conditions are set for the use of separate Services than those provided for in this section, they will be available to you for review (in particular, click-wrap or browse-wrap models) and you will be required to familiarise yourself with them and accept them or to decline to use the Service(s). The Company is not liable for any harm caused as a result of the User declining to use the Service(s).
- 3.2. The Company holds the exclusive right to the Site and provides the User with a non-exclusive licence (referred to as the **Licence**) to use the Site for the period that this right exists globally. The Licence to use the Site or Services applies to the following, to which the exclusive right is held by the Company (or provided to with a permission to issue sublicences):
 - 3.2.1. Computer programmes that provide for functioning of the Site and Services in terms of their coding and audio-visual display.
 - 3.2.2. Any other copyrighted items included on the Site and in Services, including but not limited to images, works of design, literary works, films and videos.
 - 3.2.3. Database and database contents, in the part corresponding to the level of access provided to the User by the Site when opening the Site or Service or when logging into an account.
- 3.3. This licence agreement is free of charge, except for situations where the use of certain features of the Site or the Service requires a payment to the Company. In the latter case, payment for using the corresponding feature of the Site or Service is to be a fee for granting you the right to use the feature. The cost and the method of payment are to be indicated on the Site or via the relevant Service. The licence terms contained in this section are equally applicable to both free and paid licences.
- 3.4. The right to use the Site or Service provided to the User by the Company under the terms of this licence is limited to the right to take steps to use the features of the Site or Service on the User's device, namely:
 - 3.4.1. To use the Site or Service on the personal device of the User for an unlimited number of times provided such usage is not limited by the requirement to make payments by the User.
 - 3.4.2. To use the features of the Site or Service, according to their purpose, their interface, instructions and/or documentation.
 - 3.4.3. To record and store a copy of the Service in the memory of the User's device exclusively for the purpose of use the Service on that device, if so required for the use of the Service (for example, in the case of installation on a smartphone a mobile app for the Service).
- 3.5. This licence agreement does not provide the User with rights to:

- 3.5.1. Copy the Site or Service or any part of the Site or Service in any form except for the short-term storage of the Site or the Service in the memory of the User's personal device that is temporary or incidental and constitutes an integral and essential part of the technological process for the sole purpose of lawful use of the Site or Service.
- 3.5.2. Distribute the Site or Service through sales (of a copy of the Site or Service) or any other transfer in any form.
- 3.5.3. Publicly demonstrate or show the Site or Service.
- 3.5.4. Broadcasting the Site or Service on air and/or by cable and/or any transmission.
- 3.5.5. Change or modify the Site or Service.
- 3.5.6. Decompile or disassembly the Site or the Service.
- 3.5.7. Make the Site or Service public.
- 3.5.8. Instruct third parties to perform any of the above listed actions.
- 3.5.9. Providing rights to use the Site or Service to third parties under a sublicense or via any other transaction.
- 3.6. Users can use the Site within the terms of their rights and with the methods which are provided for in this licence. The right to use the Site that is not provided by this licence is not considered to have been provided to the User. The User cannot access the Site with bots or any other computer programmes (for the purpose of automating actions, which should be done by a User or to collect data from the Site).
- 3.7. The User cannot use the Site for any purpose which may compromise the normal functioning of the Site, cause harm to the Company, to other Users or to third parties, breach legislation or any other law or lawful interests.
- 3.8. After any update, correction or modification to the Site by the Company, the above licence terms are automatically applied, unless you are prompted to accept the terms of a new licence agreement when downloading, installing or purchasing an updated, amended or modified Site. Acceptance of the terms of the new licence agreement for the updated, amended or modified Site occurs in the manner specified in clause 3.1, unless the Company provides for another form of acceptance.
- 3.9. This licence governs solely the right to use the Site and the Services which are provided to you on an "as is" basis and none of the terms of this licence agreement can be construed as providing you with a guarantee as to the quality of the Site or any of the Services.
- 3.10. You cannot exploit undocumented functions of the Site or on any other basis use the functions of the Site beyond its intended purpose. For any breach of this clause, the Company can suspend or delete your account.
- 3.11. For a breach of the terms of this licence, the Company can use any remedies available under the law for a breach of the Company's exclusive right to the Site, and also take any other measures to protect its exclusive right to the Site.

- 3.12. The granting of rights under this licence to third parties without obtaining the Company's prior written consent is not allowed.
- 3.13. If this licence should end for any reason, you are obligated to immediately cease using the Site or Services and to destroy copies of any parts of the Site or Services held on your personal device.

4. PROVIDING THE COMPANY WITH A LICENCE TO USER-GENERATED CONTENT

- 4.1. You provide the Company with a right to use your content (i.e. any material created by you), including the copyright, such as to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, photographs, pictures, audio-visuals (with or without sound), distributed or transferred by you via the Site (referred to here as **Content**) on the terms of a non-exclusive licence without payment, valid for the entire duration of exclusive global right to the content in the ways indicated in clause 4.3.
- 4.2. The Licence to the Content is considered to be provided by the User at the moment when the Content is uploaded to the Site and once it has become accessible to the Company (in particular, transferred by the internet or network to which the Company has access).
- 4.3. By providing the Company with a licence to use the Content you also provide the Company with a right to use the Content in any form and by any lawful means, including undertaking the following actions:
 - 4.3.1. To reproduce the Content, to make copies of the Content or copies of its parts in any material form, including but not limited to electronic documents/digital files, sound or video recording, to make three dimensions copies of two-dimensional objects composing the Content, but not limited to these methods.
 - 4.3.2. To distribute copies of the Content for the purpose of their sale or any other transfer, import/export, including for remuneration.
 - 4.3.3. To publicly demonstrate and perform the Content through any demonstration by film, slides, television or other technical means, as well as demonstration of individual frames of the Content of an audio-visual work without regard to the sequence of such frames directly or with the help of hardware in any location.
 - 4.3.4. To rent out copies of the Content.
 - 4.3.5. To broadcast the Content publicly by radio or television and any means, including by cable and optical fibre, and also to relay the messages containing the Content.
 - 4.3.6. To reprocess the Content and to create new products with it, the exclusive rights to which will be held by the Company, including translating and modifying the Content.
 - 4.3.7. To include the Content as part or as a component to another work or product.
 - 4.3.8. To publish Content on the internet and make the Content public on the basis that any individual can have access to the Content from any place and at any time.

- 4.4. In addition to the rights provided for in clause 4.3, you allow the Company to:
- 4.4.1. Use the Contact with or without the author's name, at the discretion of the Company, and also to remove information about the author.
 - 4.4.2. Change the Content by any means (regardless of whether such changes constitute redevelopment), including reducing or supplementing the Content, making comments or any explanations to it or adding the Company's logo.
 - 4.4.3. Disclose the Content, that is, to carry out an action that makes the Content publicly accessible by its publication, public display, public performance, broadcast by air or cable, or by any other means.
- 4.5. By entering into the Agreement, you also allow the Company to provide third parties with permission to use the Content for ways listed in 4.3-4.4 through the Company entering into sub-licence agreements, other contracts or by the Company entering into a unilateral transaction.
- 4.6. By accepting the terms of the Agreement, you also provide your consent to the assignment by the Company to a third party of the Company's rights under the Licence granted by you to the Company pursuant to the Agreement.
- 4.7. Removal or blocking of a User's account regardless of on what basis does not bring an end to the Company's rights to use the Content on the terms of the Licence provided by you to the Company in accordance with the Agreement.
- 4.8. The terms of the Agreement apply only to the Content made or held by you on a lawful basis.
- 4.9. You assure the Company that the content published by you through the Site at the time of its uploading belongs to you on lawful basis and is not burdened with any rights and/or claims of third parties, and the consent granted, in accordance with clause 4.4, and does not violate any intellectual, proprietary or personal rights of third parties.
- 4.10. The Company will not verify the authenticity of the assurances given by you on the basis of clause 4.9. In case that assurance given by you is faulty, you will be obliged to reimburse the Company in full for any losses caused and your account with the Site can be blocked or removed at the Company's discretion.
- 4.11. By posting Content that you legally own on the Site, you also grant to other Users of the Site a non-exclusive right to use it solely within the functionality provided by the Site, through viewing, playback (including copying), and in other ways resulting from the interface and functionality of the Site.
- 4.12. Use of the Content by other users of the Site, access to which is obtained solely for your personal non-commercial use, is allowed provided all the copyright or other notifications of authorship are preserved, the author's name is kept unchanged, the work is kept unchanged, specified or stored with a link to the source (if any).

5. PROVIDING SERVICES VIA THE WEBSITE

- 5.1. The services, goods and other products provided by the Site or a separate Service can be provided to the User directly by the Company or by another entity or individual who is in a contractual relationship with the Company (referred to here as the **Products**).
- 5.2. The tariffs of the Company or any other entity or an individual for providing Products as well as the terms for their provision are to be published in the relevant sections of the Site or Service and contained in contracts and other documents.
- 5.3. For the provision of Products to the User using his/her contact details or the Site any necessary additional information may be requested, including about the party to the transaction that the User intends to enter into.
- 5.4. The User agrees that his/her confidential information can be provided by the Company to third parties to provide Products which have been requested by the User through the Site.
- 5.5. For the purpose of performing the Agreement or storing information, the Company retains the right to stop access to the Site in full or in part (including in respect of entering into financial transactions) for a period necessary to resolve any threats. The Company is not required to compensate for any losses that result from a period when the Site cannot be accessed.
- 5.6. Liability for the quality of Products provided lies with the provider. In instances when the Services are provided by a third party (counteragents of the Company), all issues and claims in respect of the Services provided to the User are to be addressed to that third party. This also includes instances relating to the functioning of the servers or programmes which provide access to the Site or are in any other way related to it.
- 5.7. The User agrees that the Products can be provided on different terms for different categories of Users and that some Services may not be available to some categories of Users. Products may also be available for more favourable terms to some Users who possess keys, files and tokens (referred to collectively as **Tokens**). At the same time the Company is not obligated (unless otherwise provided for by law) to verify the rights of a User to a Token or to resolve disputes between users as to who holds the rights to Tokens.
- 5.8. The User acknowledges that the Products can be provided by the Company or its counteragents with the use of smart-contracts which provided for automated performance. The User is to independently consider the risks associated with such smart-contracts and agrees that he/she cannot refuse to perform obligations assumed by him/her on the basis of a smart-contract. In cases where, in accordance with the law, the contract and the performance of which is carried out with the help of a smart-contract, is considered invalid and the User has a right to return a performed transaction, the User independently and at his/her own expense is to take the necessary measures to return the transaction to the other person and the Company is not obliged to assist the User.
- 5.9. Unless otherwise provided for by an agreement with the User, the Company may use information from any source and/or use this information on and for the Site/Service, which has been received by it. In particular, the Company may use any web or news resource, as well as any exchange

site's publications for obtaining information concerning currency and cryptocurrency rates and using this for the performance of the Site/Service. The Company at its own discretion can choose the time and periods, when such information has to be updated.

6. RESTRICTING USE OF THE SITE

- 6.1. The User cannot take any actions, including in respect of creating, changing, distributing or providing information, if such actions are made with the direct or indirect use of the Site (including any mention of the Site) and:
 - 6.1.1. Enable the User or a third party to commit an unlawful act (even if such an act is not committed directly by use of the Site) which may be connected to fraud, money laundering, terrorism or extremism, tax evasion, corruption, slavery, distribution of illegal pornographic material, illegal betting, the manufacture or sale of prohibited or restricted items (including narcotic substances, alcohol or explosives), incitement of other persons to unlawful activity or harm to themselves, circumvention of import and export restrictions set out in law.
 - 6.1.2. Breach the exclusive or personal non-property rights of third parties, including when such content is provided by copyright or related rights.
 - 6.1.3. Distribute advertisements or political material (if such actions are expressly approved by the Company or their permissibility is directly and unequivocally follows from the interface and structure of the Site), as well as any commercial activity that is not directly approved by the Company.
 - 6.1.4. Disseminate or transmit in any form of information, the dissemination of which is prohibited by law, as well as the dissemination of which provides for legal liability.
 - 6.1.5. Transmit or disseminate information which breaches the rights or interests of third parties, including when such information is libellous and discredits or insults, disclose secret correspondence, privacy, confidentiality of personal data, contains threats or breaches the rights of children.
 - 6.1.6. Breach confidentiality of information including the disclosure of legally protected secrets.
 - 6.1.7. Deliberately mislead other Users or third parties as to the right holder (s) of the Site.
 - 6.1.8. Distribute, publish or store information which the Company has classified as undesirable and/or which constitute a breach of clause 6.1.1 and about which the Company has notified the User of this.
 - 6.1.9. Lead to any breach of a legal regulation by the User and/or the Company, including international law, terms of the Agreement or generally accepted moral and ethical standards.
 - 6.1.10. Lead or may lead to compromising the operation of the Site.

- 6.2. The actions listed in clause 6.1 include publishing hyperlinks to relevant information and placing files necessary for the exchange of information in peer-to-peer networks.
- 6.3. The actions listed in clause 6.1 include entering into financial transactions and making payment for the commission (or for assistance in committing) any prohibited activities.
- 6.4. The Company determines what data must be displayed on the Site and shown to the User. The User does not have the right to delete, change the order, hide or modify any data contained on the Site and/or shown on the Site, including data about the Site and the order of its use, advertising materials, any references to the Company (trademarks, logos, links or anything else), as well as any other notices and/or information displayed on the Site.
- 6.5. The User must independently determine the lawfulness of any actions including involving the Site's content or publication of any Content, placed or otherwise used by the Site or in connection with its use.
- 6.6. Breach by the User of any of the provision of this section is grounds for the removal or blocking by the Company of the User's account.

7. LIMITATION OF THE COMPANY'S LIABILITY

- 7.1. You agree that the Company does not edit the Content or other information posted by Users and does not moderate such information to check its compliance with the terms and conditions of the Agreement or the law. An exception may be made in cases where the Company provides technical steps that are aimed at stopping the use of the Site in ways that are contrary to the terms of the Agreement or the law.
- 7.2. You are aware that the Company is not responsible for any illegal use of the Site by you or other Users and is not obligated to indemnify or bear responsible or other liability for such violations.
- 7.3. The Company can, at its discretion, establish and apply restrictions related to the use of the Site's features, including the amount of data that is stored, placed and/or transferred by the Company; the period of storage of information by the Company; the number of requests that can be submitted to the Site over a certain period of time; the time when the Site is accessible by the User; the ability to automatically (with the use of aggregators, "bots" or other third-party computer programmes) access all or some of the features of the Site. Restrictions established by the Company may be communicated to the User in any way, including by setting technical restrictions on the Site, posting such information on the Site and sharing such information using the User's contact information. The User has no right to use the Site in any way other than for the purposes established by the Company.
- 7.4. The Company can (but is not obligated) at any time and at its discretion to change (including add and reduce) the functions, structure and content of the Site and include on it information without prior notification to the User or the User's consent, including in respect of amendments, changes, improvements, additions to the Site as well as display on the Site or distribute with its assistance advertisements of any kind provided they are in accordance with the law. The Company can at any time change the Site to comply with the requirements of law.

- 7.5. The Company can block or through any other means restrict access to the Site through the use of aggregators, 'bots' and other third-party computer programmes, as well as through third-party services and internet sites. The Company is not liable to the User or third parties for any adverse consequences that result due to such restrictions.
- 7.6. The Site, its contents, design and any computer programmes related to the Site, the rights to which belong to the Company and are provided on an 'as is' basis. The Company does not provide any assurances regarding the features of the Site or Services and their compatibility with each other, as well as with other sites and computer programmes. The Company can at its sole discretion change the Site, including supplementing or reducing the features of the Site.
- 7.7. The Company is not responsible for any temporary or permanently, partial or complete unavailability of the Site, 'bugs', crashes, delays as well as issues with the Site's performance and any consequences which affect Users or third parties in connection with the unavailability of the Site, including if this results in material or emotional harm, damages to hardware or programmes of the Users or third parties.
- 7.8. Nothing in the Agreement or the content of the Site will constitute an assurance from the Company as to the absence of errors and other shortcomings in the functioning of the Site, and its matching to the User's expectations or the usual requirements for similar information systems and computer programmes.
- 7.9. The User acknowledges that the functionality of the Site is limited by its technical restrictions and the errors of third-party hardware and software tools and platforms (such as, by Ethereum) used on the Site, including those developed on the basis of a blockchain. The User agrees that the operation of such features and platforms is not always under the full control of the Company and recognises that the Company is not responsible for the such errors and restrictions caused by the use of third-party tools and platforms if the Company directly refers (by specifying the name, logo, abbreviation or otherwise) to the use of such tools and platforms in the content of the Site or related documentation and does not provide any assurance as to their operation.
- 7.10. Nothing in the Agreement on the Site can be regarded as advice from the Company on any matter, including on matters related to financial, investment, technical, legal or other professional activities. The User acknowledges that operations with cryptocurrency or other assets, which can be performed by the Site, involve high-risk transactions (including due to high volatility of such assets) and must be performed by the User solely at their discretion at their own risk and, if necessary, the User is obliged to seek help from independent advisers. Any hyperlinks and other similar pointers to any sites on the Internet and/or other information containing offers and/or descriptions of goods and/or services that can be placed on the Site or in Services are not an endorsement or recommendation of such goods and services on the part of the Company.
- 7.11. You agree that third parties placing links to third-party computer programmes, sites, posting files and other information via the Site, may cause harm caused by the spread of malicious programmes which may include the following: destruction of data, unlawful access to the account of the User or performance of actions without his/her permission, deletion or slowing down computer programmes, the appearance of error mistakes including hardware and software faults. The User is obliged to take independent measures to protect against such malicious programmes. You must independently determine the necessity of using such measures and bear all the risks

associated. The User undertakes to promptly notify the Company of potential incidents of distribution and use of malicious programmes, unauthorized access to information contained on the Site, damage to such information or restriction of access to it.

- 7.12. You bear all the risks associated with visiting the sites of third parties, using third-party computer programmes, even if to such sites or programmes are directly or indirectly linked to information posted on the Site. The Company is not a party to such dealings and the Agreement does not regulate such matters.
- 7.13. The Company is not liable for any breach of the Agreement by the User affecting other users and/or third parties, but the Company can delete or change information posted by the User through the Site or a Service to give effect to the Agreement or law, including protecting the interests of other users.
- 7.14. The Company is not obligated to compensate and does not incur any liability in any way for an actions or omissions of other persons or entities which cause you loss in any form, including financial, emotional or damage to your reputation or any losses that result from fraudulent activities. The actions of the Company to identify and warn Users of potentially unlawful activities does not give rise to any obligation or form grounds for the Company to incur any liability for the damage caused by such activities.
- 7.15. The User is to solely responsible for:
 - 7.15.1. The accuracy of their data, including the details necessary for making transactions. In the case of the use of an autofill function for certain fields of the Site, the User must verify the accuracy of this detail. The User acknowledges that operations with the cryptocurrency can be irreversible and undertakes to verify the accuracy of the transaction made by him.
 - 7.15.2. Timely complete certain operations through the use of the Site.
 - 7.15.3. Refuse to perform certain operations using the Site, including when such a refusal entails the payment of commission or any other expenses.
- 7.16. The Company will not incur liability for any losses caused to Users by the Company complying with a court decision or instructions from a government department or authority. The Company is not obligated to verify the lawfulness or to challenge the lawfulness of such court decisions or instructions.
- 7.17. The Company's liability for damages caused by its actions or omissions arises only when there is fault on the side of the Company through an intended action or omission and the extent to which the Company can be liable is up to the fees received by the Company from the User for the cost of the Services of the Company, unless a larger amount is not provided for by law.

8. CONSENT TO RECEIVE MAILINGS

- 8.1. By entering into the Agreement, you agreed that the Company and third parties approved by it can send to you advertisements.

- 8.2. The advertisements may include contextual, search, targeted, banner and other types of advertising, distributed at the discretion of the Company. The advertisements may be distributed in any way by the Company including, but not limited to, through the interface of the Site, through operating systems or third-party programmes installed on the personal device of the User, including in the form of push notifications, and also distributed via text message/SMS, by e-mail or other electronic messaging services.
- 8.3. You can at any time unsubscribe from such advertisements by clicking on a hyperlink in the text of a message sent by email, via the Site or any by contacting the Company directly in writing or otherwise depending upon the method of unsubscribing that is provided by the Company or its counteragents. You acknowledge that by unsubscribing to advertisements may result in the Site being no longer accessible to you and that your account may be removed or blocked if access has been provided conditional to you receiving advertisements.

9. FINAL PROVISIONS

- 9.1. Any relations of the User and Company under the Agreement are to be regulated by the law of Comoros. The User acknowledges that actions taken in accordance with the law **of other jurisdictions** by the Company for the purpose of complying with courts decisions, directions from government and legislative bodies or other states whose jurisdiction affects the Company's activities or if failure to comply with such decisions or directions may result in the Company incurring liability.
- 9.2. Any disputes related to the entering into or performing of the Agreement, as well as the protection of the User's personal data, are to be heard in English by a competent court in the location of the Company, unless contrary to law. To the extent permitted by the law, the Parties refuse to exercise any right to a jury trial or to join a class action on a dispute arising out of the Agreement. The User can opt-out and not be bound by this waiver by sending written notice to opt-out to the address and in the order as it is indicated in clause 9.10.
- 9.3. The Company has a right to, but is not obligated to, resolve any disputes or conflicts or as to assist in their resolution with Users or between Users and third parties.
- 9.4. The parties are not liable for violation of the Agreement if it is caused by unforeseeable and unavoidable circumstances, including acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, power or equipment failure, industrial or labour disputes, blockchain failures, or any other force majeure event.
- 9.5. The Company can withdraw from the Agreement in the event of violation by the User of its terms. The User is obliged to compensate the Company for any losses caused by violation of the Agreement, including claims from third parties against the Company or that result in the Site being unavailable.
- 9.6. The invalidity of part(s) of the Agreement does not result in the invalidity of the Agreement as a whole.
- 9.7. The Company can at its discretion assign all or part of its rights under the Agreement and transfer its obligations under the Agreement to any other person. Notice of such an assignment is to be

made by the Company by publishing a new version of the Agreement in accordance with clause 1.7 or by sending a notification in accordance with clause 9.9. The Company is not obliged to provide the User with prior notification of such an assignment or to provide an opportunity for the User to terminate the Agreement.

- 9.8. Nothing in the Agreement is to be construed as establishing between its parties a partnership, joint venture or other similar categories of relations, unless expressly provided for in the Agreement.
- 9.9. The Company can send to the User a message via the Site, operating system (when such functionality is provided for by the Service), e-mail, by means of short text messages/SMS as well as in writing. The Company can select the method of communicating with the User.
- 9.10. Users can submit any enquiries regarding the Agreement by e-mail at: **[legal@zodiaq.io]**. Enquiries in writing can be sent to the following address: [104 Minkelberget, 882 95 Granninge, Sweden]. Any enquiries should contain your full name, address and location (if different to your address), details of any document confirming your identity, details that will enable the Company to identify your account (login, ID, telephone number and similar details) and your signature or electronic signature (in case of an electronic message).

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