#### **Terms and Conditions**

Last Revised 15 February 2022

These Terms of Use ("Terms") apply to your access to, and use of,

the **HollaEx** exchange <u>dash.hollaex.com</u> and trading platforms <u>pro.hollaex.com</u> owned and licensed by Holla International Ltd and its subsidiaries ("Holla International" "we" or "us"),

including <u>hollaex.com</u> (collectively, the "Platform") and its subdomains. These Terms do not alter the terms or conditions of any other agreement you may have with Holla International Ltd for products, services or otherwise (collectively, "Agreement"). To the extent there is a conflict between any Agreement and these Terms, the terms of the Agreement shall govern.

Holla International Ltd reserves the right to change or modify these Terms at any time in its sole discretion and without prior specific notice to you. Holla International Ltd will change the "Last Revised" date at the top of these Terms when such changes or modifications are made, which shall be effective immediately. Your continued use of the Website will indicate your acceptance of such changed or modified Terms.

Holla International Ltd reserves the right, in its sole discretion, to modify, suspend, or cancel the Website or any portion of the Website or Services without prior notice to you, and to block or prevent your future access to, and use of, the Site.

#### 1. ELIGIBILITY

To be eligible to access and use the platform, you must be at least 18 years old (or the age of majority where you reside, whichever is older), and must not be barred from using the platform under applicable law. In addition, you must be able to form a legally binding contract online either on behalf of a company or as an individual.

If you are agreeing to the Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the company or other legal entity to the terms of the Agreement, can form a legally binding contract online, and have the full right, power, and authority to enter and to comply with the obligations under the Agreement.

Additionally, by accessing the platform, you represent and warrant that you are not subject to sanctions by the United States and are not a citizen or resident of a state, country, territory, or other jurisdiction that is embargoed by the United States or where your use of the platform would be illegal or otherwise violate any domestic or foreign law, rule, statute, or regulation ("Applicable Law").

We may suspend, restrict or terminate your access to any or all of the features via the platform, and/or block or bar any transactions of yours if: a) We are so required by a subpoena, court order, or binding order of a government authority, or under any applicable laws and regulations; b) You breach this Agreement including without limitation to conducting any prohibited activities under this Agreement; c) We determine to do so for any legal or regulatory reasons at our sole discretion.

**Legality.** You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the platform. Your use of the platform is prohibited by and otherwise violate or facilitate the violation of any applicable laws or regulations or contribute to or facilitate any illegal activity.

By using or accessing the platform, you represent to us that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or excluded or denied persons, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its Member States, or any other government authority.

We make no representations or warranties that the information, products, or services provided through our platform, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our platform in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction.

We reserve the right to limit the availability of our platform to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

#### 2. ACCOUNT

HollaEx may, in its sole discretion, limit the number of Accounts that you may hold, maintain or acquire.

HollaEx Account information and security. In order to engage in any trades via the Services, you must create a HollaEx Account and provide any requested information. When you create a HollaEx Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your HollaEx Account information; (d) maintain the security of your HollaEx Account by protecting your password and restricting access to your HollaEx Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your HollaEx Account; and (f) take responsibility for all activities that occur under your HollaEx Account and accept all risks of any authorized or unauthorized access to your HollaEx Account, to the maximum extent permitted by law.

### 2.1 User Identity Verification

Your registration of an account with HollaEx will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud, and other financial crimes through HollaEx, or for other lawful purposes stated by HollaEx. We will collect, use and share such information in accordance with our Privacy Policy. You authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. After registration, you must ensure that the information is true, complete, and timely updated when changed.

HollaEx reserves the right to send you a notice to demand correction, directly delete the relevant information, and terminate all or part of HollaEx services we provide for you. If we are unable to reach you with the contact information you provided, you shall be fully liable for any loss or expense caused to HollaEx during your use of HollaEx services. You hereby acknowledge and agree that you have the obligation to update all the information if there is any change.

#### 3. TRADING AND EXCHANGE SERVICES

**Conditions and Restrictions.** We may, at any time and in our sole discretion, refuse any trade submitted via the Services, impose limits on the trade amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services for funding your Account or for trading without prior notice.

**Accuracy of Information.** You must provide any information required when creating an Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete.

Cancellations. You may only cancel an order initiated via the Services if such cancellation occurs before HollaEx executes the transaction. Once your order has been executed, you may not change, withdraw or cancel your authorization for HollaEx to complete such transaction. If an order has been partially filled, you may cancel the unfilled remainder unless the order relates to a market trade. We reserve the right to refuse any cancellation request associated with a market order once you have submitted such order. All trades are irreversible once initiated. While we may, at our sole discretion, reverse a trade under certain extraordinary conditions, a customer does not have a right to a reversal of a trade.

**Insufficient Funds.** If you have an insufficient amount of Funds in your Account to complete an order via the Services, we may cancel the entire order or may fulfil a partial order using the amount of Funds currently available in your Account, less any fees owed to HollaEx in connection with our execution of the trade.

**Taxes.** It is your responsibility to determine what, if any, taxes apply to the trades you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that HollaEx is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades.

**Independent relationship.** You acknowledge and agree that: (a) HollaEx is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by HollaEx shall be considered or construed as advice.

**Trade confirmation.** Once the Services execute your trade, a confirmation will be electronically made available via the Services detailing the particulars of the trade. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such trade.

Market volatility. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets or Legal Tender, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Services at the time of your order or trade. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or Force Majeure event HollaEx or its affiliates may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

**Received Assets.** All Received Assets are custodial assets held by HollaEx for your benefit, as described in further detail below:

Ownership. Title to Received Assets shall at all times remain with you and shall not transfer to HollaEx except as provided herein. As the owner of the Received Assets in your Account, you bear all risk of loss of such Received Assets. None of the Received Assets in your Account are the property of HollaEx. HollaEx does not represent or treat Received Assets in your Account as belonging to HollaEx. Except as required by a facially valid court order, or except as provided herein, HollaEx will not sell, transfer, loan, hypothecate or otherwise alienate Received Assets in your Account unless instructed by you or as otherwise authorized by these Terms. HollaEx makes no warranty that Digital Assets in your Account (including Received Assets) are held by you free and clear of any security interest or other lien or encumbrance.

**Control.** You control the Received Assets held in your Account. At any time, subject to outages, downtime, and other applicable policies and the restrictions, you may withdraw your Received Assets by transferring them to an External Account.

**Trading risks.** You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading Digital Asset pairs and Digital Asset and Legal Tender pairs can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware of the following points:

You may sustain a total loss of the Funds in your Account, and, in some cases, you may incur losses beyond such Funds.

Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit or there is insufficient liquidity in the market.

All Digital Asset positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.

The use of leverage can work against you as well as for you and can lead to large losses as well as gains. Refer to our Margin Disclosure Statement for more information about the unique and specific risks involved with margin transactions.

**Internet transmission risks.** You acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that HollaEx shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, however caused.

**Digital Asset Terms of Sale.** This Section applies only when you use the Services to purchase or sell Digital Assets directly from HollaEx.

**Prices; Availability**. All prices reflect the exchange rates applicable to the purchase or sale of Digital Assets using the Legal Tender or alternative form of Digital Assets identified in your purchase order. All Digital Asset sales and purchases by HollaEx are subject to availability, and we reserve the right to discontinue the sale and purchase of Digital Assets without notice.

**Purchase Quotes.** Prior to completing your purchase or sale of Digital Assets from HollaEx, we will provide notice of the amount of Digital Assets you intend to purchase or sell and the amount of Funds you will be required to pay to HollaEx to receive such Digital Assets or Legal Tender. You agree to comply with any terms and conditions provided within such notice to complete your purchase transaction.

**Errors.** In the event of an error, whether via our Services, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order and obtain a refund of any amount charged.

**Payment Method.** Only valid payment methods specified by us may be used to purchase Digital Assets. By placing an order to purchase Digital Assets from HollaEx, you represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or cancelled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.

**No Returns or Refunds.** All sales and purchases of Digital Assets by HollaEx via the Services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets from HollaEx, except as otherwise provided in these Terms.

Amount of Fees. You agree to pay HollaEx the fees for trades completed via our Services ("Fees") as made available via the Fees and Pair Info ("Fee Schedule"), which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services and will apply prospectively to any trades that take place following the effective date of such revised Fee Schedule.

**Third-Party Fees.** In addition to the Fees, your External Account may impose fees in connection with your use of your designated External Account via the Services. Any fees imposed by your External Account provider will not be reflected on the transaction screens containing information regarding applicable Fees. You are solely responsible for paying any fees imposed by an External Account provider.

**Payment of Fees**. You authorize us, or our designated payment processor, to charge or deduct your Account Funds for any applicable Fees owed in connection with trades you complete via the Services.

#### 4. EXCHANGE SOFTWARE FOR COMPANIES

To use our Services you must:

- Comply with all applicable law and regulations and not participate in, facilitate or further illegal activities;
- Immediately notify HollaEx if you learn of a security breach or other illegal activity on the Services;
- Protect your Account name and password;

- Not post content that contains explicit or graphic descriptions or accounts of sexual acts or is threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy or tortious;
- Be transparent. Disclose all personal affiliations to companies and holdings in securities when submitting any related content;
- Not engage in activity that is harmful to HollaEx, our customer or members, advertisers, affiliates, or vendors;
- Not use any automated process to access or use the Service or any process, whether automated
  or manual, to capture data or content from the Service or circumvent any mechanisms for
  preventing the unauthorized reproduction or distribution of the Service for any reason;
- Not use the Service or any process to damage, disable, impair, or otherwise attack the Service or the networks connected to the Service; and
- Do not attempt to manipulate a stock's price. Intentionally concealing a position in a security and/or presenting false or misleading statements in order to manipulate a stock price will not be tolerated.
- To prevent violations and enforce this Agreement and remediate any violations including engaging in any suspicious activity, HollaEx can take any technical, legal and other action that HollaEx deems, in our sole discretion, necessary and appropriate with or without notice to you including notifying any relevant government or regulatory authority.

**Access.** You are responsible for obtaining at your own expense all equipment and services needed to access the Services. If you are accessing the Services by a mobile device, your wireless carrier may charge you fees for data, text messaging, and other wireless access or communications services. HollaEx does not guarantee that its Services can be accessed through all wireless devices or service plans or are available in all geographical locations.

The Users shall agree that the Company may use the Users' property to support operations of the blockchain network where applicable. The Company shall guarantee that the Users' assets shall be preserved.

**Compliance with the laws.** You are responsible for complying with all applicable laws and regulations when You access and use the Services. You agree to use the Services only in compliance with this Agreement and the applicable law and in a manner that does not violate Our legal rights or those of any third party.

**Competitors.** You may not access or use the Services if You are a competitor of HollaEx, except with Our prior written consent. You may not access the Services for the purposes of monitoring performance, availability, functionality, or for any benchmarking or competitive purposes.

**Changes to Services.** We aim to continuously improve the Services we provide on HollaEx. In the unlikely event that we remove or materially reduce existing functionality during the Subscription Term of a Paid Subscription, you can opt for an early cancellation of the Paid Subscription within 30 days from the

effective date of the change in Services, and, in the case of such early cancellation, you are not entitled to a refund of the Subscription Fee.

Availability of Services. We will (I) provide applicable standard customer support for the Services to You at no additional charge; (II) use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except (A) during planned downtime for upgrades and maintenance to the Services (of which We will use commercially reasonable efforts to notify You in advance both through the Website and a notice to the Owner Accounts) ("Planned Downtime"); and (B) for any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving Our employees), Internet service provider failure or delay, or acts undertaken by third parties, including without limitation, denial of service attack.

**Right to Audit.** We reserve the right to periodically verify that Your use of the Services complies with the Agreement. Should We discover that Your use of the Services is not in compliance with this Agreement, we reserve the right to charge You, and You hereby agree to pay for, said usage in addition to other remedies available to Us.

**KYC Repository.** You agree to only upload documents to the KYC repository that provide accurate, truthful and current representations of Your Organization. These documents may include proof of business registration, financial statements, information on ownership, management, employees, and licences. You are responsible for keeping these documents current at all times.

You agree to only access or download documents from the KYC repository that are required for Your normal business activities, such as establishing new counterparty relationships, screening of existing counterparty relationships, or responding to requests from regulators.

You acknowledge the sensitive nature of documents made available to You through the KYC repository and agree not to share these documents outside of Your Organization, except when required by law, and ensure that all End-Users are appropriately trained in dealing with such sensitive data.

**Market Data.** You agree not to store or redistribute any data obtained through or derived from Market Data, except for when it is related to Your normal business activities. You agree that underlying data source used for Market Data may be changed without prior notice and that this cannot be grounds for early cancellation of the Subscription.

**Technical Requirements.** A high-speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, browser software that supports protocols used by HollaEx.

# **Third Parties**

You agree not to:

 license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than authorized End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement; and use the Services on behalf of any third party other than End-Users.

**Inappropriate Data.** You agree not to submit any Data to HollaEx which may engage in any activity that, at Our sole discretion:

- violates any third party's rights, including copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our present terms or any applicable law;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party.

#### **Conduct on HollaEx**

You agree not to:

- modify, adapt, appropriate, reproduce, distribute, translate, create derivative works, publicly display, sell, trade, or in any way exploit HollaEx;
- use any robot or spider on HollaEx;
- make attempts to reverse engineer or unbundle any part of HollaEx;
- remove or modify any IP rights notice that appears on any portion of the HollaEx or on any materials printed or copied from the Website or Mobile App;
- record, process, or mine information about other Subscribers;
- attempt to gain unauthorized access to HollaEx, any Organization Accounts, any End-User Accounts, computer systems or networks connected to HollaEx, through hacking, password mining or any other means;
- decipher any transmissions to or from the servers running the Services;
- attempt to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.).

**Payment.** You undertake to pay HollaEx any Subscription Fees and Additional Fees as specified in the Agreement. The pricing currency will be set out in the Agreement and may be different from the billing currency. As a result of exchange rate fluctuations, the figure set out on Your invoice may vary from one billing period to the next.

We'll automatically invoice You for the Subscription Fee at the start of each Subscription Term. Unless otherwise indicated in the Agreement, all Subscription Fees associated with Your access to and use of the Services are due in full upon commencement of each Subscription Term.

Unless otherwise indicated in the Agreement, all Additional Fees are due in full on Our notice to You that payment is due.

Any incremental Subscription Fees associated with such Subscription upgrade will be charged to You and is due and payable upon implementation of these upgrade. In any future Subscription Term, Your Subscription Fee will reflect any such upgrades.

No refund or credits for Subscription Fees or other fees or payments will be provided to You if You elect to downgrade the Subscription. In any future Subscription Term, Your Subscription Fee will reflect any such downgrades.

**Taxes.** Our Subscription Fee does not include (I) any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever ("Taxes"), and (II) any bank charges, credit card charges, money transfer fees or commission, or currency conversion costs ("Payment Fees"). You are responsible for paying all applicable Taxes and Payment Fees associated with Your purchases.

### 5) COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the HollaEx or logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "HollaEx Materials") are the proprietary property of HollaEx, affiliates or our licensors or suppliers and are protected by U.S. and international copyright laws and other intellectual property rights laws.

We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the HollaEx Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the HollaEx Materials; (b) the distribution, public performance or public display of any HollaEx Materials; (c) modifying or otherwise making any derivative uses of the HollaEx Materials, or any portion thereof; or (d) any use of the HollaEx Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

**Trademarks.** The HollaEx logo and any other HollaEx product or service names, logos or slogans that may appear on our Services are trademarks of HollaEx, in the Republic of Seychelles and in other countries, and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product, or service name of HollaEx without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of HollaEx. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of HollaEx and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products,

services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

Third-Party Content. In using our Services, you may view content provided by third parties, including links to web pages of such parties. We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

### 6) PROCESS FOR SELLING/BUYING VIRTUAL ASSET

- 1. The usage of information about the seller and the buyer relevant to virtual asset trading is authorized for the member's convenience only, thus actions outside of the entitled range such as provision of similar services or usage of information for commercial purposes is not allowed.
- 2. The member willing to sell or buy cryptocurrencies through the service provided by the Company should register the transaction as per the registration form the Company provides.
- 3. The sales contract is closed immediately when the member places selling or buying orders by specifying a certain price (or market price) for cryptocurrencies in one's digital wallet as per the instructions for the service from the Company, and when there is another member who agrees to the condition of the trading.
- 4. The Company provides summarized information about the order including the amount of virtual asset the member is trying to sell or buy, price, and fee before the member places the order. The member agrees that the order is not affected even when the Company is unable to provide this information due to reasons such as systemic errors.
- 5. The transaction is completed after the time required to execute the fundamental process within the concerning blockchain has passed. The result of the transaction is applied to the digital wallet when the transaction is complete.
- 6. The request information for buying (or selling) cryptocurrencies cannot be modified after the transaction is in progress. Also, the request information for buying (or selling) cannot be deleted after the counterparty is fixed.
- 8. The Company imposes transaction fee after the transaction is complete, the fee might change as per the circumstance of the Company and the market and details are specified on the website, etc. The interest income acts as a compensation for the Company for providing virtual asset purchasing service, and the member cannot request for refund on this matter.

# 7) RIGHT TO USE THE SITE

If you (i) have an Account, (ii) are not a Prohibited Person, (iii) do not operate your Account, any subaccount or Digital Tokens Wallet for the benefit of a Prohibited Person and (iv) comply with these Terms of Service, HollaEx grants you the limited right to use the Services. The right to use the Services is

a personal, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license, and it is subject to the limitations and obligations in these Terms of Service. Nothing in these Terms of Service gives you any license (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site, any of the Services, the Copyrights or the Marks. HollaEx may suspend or terminate the provision of Services to you, your Account or any subaccount or Digital Tokens Wallet, or to any of your Digital Tokens Addresses, or to freeze or terminate your Account or any subaccount or Digital Tokens Wallet, or your Fiat or Digital Tokens, at its sole discretion, as required by applicable Laws, where HollaEx determines that you have violated, breached, or acted inconsistent with any of these Terms of Service or exposed HollaEx or its Associates to the possibility of sanctions, restrictions or Losses pursuant to applicable Laws, or in connection with an investigation regarding any of the foregoing.

Every Prohibited Person is strictly prohibited from directly or indirectly holding, owning or operating an Account or any subaccount or Digital Tokens Wallet in any way or otherwise transacting on or using the Services or the Site.

No Account, subaccount or Digital Tokens Wallet may be operated for and no order or transaction in a Digital Tokens Wallet may be for the financial or other benefit of a Prohibited Person.

# 8) TRADING AND FINANCING ACTIVITIES

The Site is a trading environment for the spot purchase and sale of Digital Tokens. The Site permits both unfinanced and financed transactions. Unfinanced purchases are fully funded by trading participants through Digital Tokens or Fiat funds deposited by you from a Digital Tokens Address or otherwise into an Account.

Purchases and sales of Digital Tokens on the Site, whether in an unfinanced transaction or a financed transaction, are settled by actual delivery of the full amount of the Digital Tokens by the seller to the purchaser's Digital Tokens Wallet against payment in full by the purchaser to the seller's Digital Tokens Wallet.

**Important:** Financing is not allowed where prohibited by applicable Laws. Furthermore, every Prohibited Person is strictly prohibited from directly or indirectly holding, owning or operating any Account, subaccount or Digital Tokens Wallet in any way or otherwise transacting on or using the Services or the Site.

Any U.S. Person is prohibited from using the Site or any Services, including exchange trading services using any Account, subaccount, or Digital Tokens Wallet on the Site. Exceptions to this policy may be made by HollaEx, in its sole discretion, for Eligible Contract Participants only, which shall be solely HollaEx Customers. Notwithstanding the granting of an exception, such Eligible Contract Participants shall not be permitted to be Financing Providers or Financing Recipients.

Trading in Digital Tokens is volatile, and markets shift quickly in terms of price, liquidity, market depth, and trading dynamics. The information presented on or through the Site is made available solely for general information purposes and HollaEx does not warrant the accuracy, completeness, or usefulness of this information. You are solely responsible and liable: for any and all trading and non-trading activity on the Site and for your Account (including any subaccount or Digital Tokens Wallet on the Site); and, for knowing the true status of any position or contract with any other party on the Site, even if presented incorrectly by the Site at any time. In the event of any conflict between the information reflected in your

Account (including any subaccount or Digital Tokens Wallet on the Site) and information on the books and records of HollaEx, the books and records of HollaEx shall control, even if this results in Losses to you or increases your Losses.

You acknowledge and agree: to be fully responsible and liable for your trading and non-trading actions and inactions on the Site and all gains and Losses sustained from your use of the Site and any of the Services; to be responsible for any negative balance in your Account (including any subaccount or Digital Tokens Wallet on the Site); to be fully responsible and liable for all of your obligations with respect to any financing activities on the Site; and, to be fully responsible for safeguarding access to, and any information provided through, the Site and any of the Services, including any Account, subaccount, Digital Tokens Wallet, Digital Tokens Address, private keys, usernames, passwords, and bank account details. You have no right whatsoever to claim damages, specific performance, or compensation in any form from HollaEx as a result of actions it takes in its administration of the Digital Token market.

There is no guarantee against Losses on the Site. You may lose more than is in your Account (including any subaccount or Digital Tokens Wallet) if you engage in financing on the Site or if there is a force majeure event. When financing is used for trading, the loan carries risk if, among other things, the value of your Digital Tokens drops below a certain level, you are responsible for responding to this market circumstance with Fiat or additional Digital Tokens satisfactory to HollaEx. Failure to respond promptly can result in the forced liquidation of Digital Tokens in your Digital Tokens Wallet. HollaEx cannot guarantee to stop losses even with the ability to force-liquidate any of your positions (due to, for example, market volatility and liquidity). HollaEx will not be and is not responsible for any Financing Provider losing Fiat funds, or Digital Tokens to any Financing Recipient on the Site or for any Losses incurred by a Financing Recipient or any other party on the Site.

There is no guarantee against Losses on the Site. You may lose more than is in your Account (including any subaccount or Digital Tokens Wallet) if you engage the Services on the Site or if there is a force majeure event.

# 9) ROLE OF HollaEx

HollaEx does not generally act as principal, counterparty, or market-maker in the transactions effected through trading on the Site or in providing financing for financed trading on the Site. However, from time to time, HollaEx may choose to do so or to contract with third parties to do so. When HollaEx or contracted third parties are transacting on the Site or Services, their orders, trades and other transactions will be treated the same as, or provided lower priority than, other user's orders, trades or other transactions.

Additionally, HollaEx administers the trading platform for the bids, offers and enforces contracts among parties engaged in financing activities on the Site. In the event a dispute arises among parities in respect of the Services (including between parties to transactions effected through trading on the Site or financing for financed trading on the Site), HollaEx may, at its sole discretion, suspend the provision of Services to you, in whole or in part, pending resolution of the dispute.

# **10) PROHIBITED USES:**

- use the Site or any Services in order to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in, any contraband Digital Tokens, Fiat, funds, property, or proceeds;
- use the Site or any Services if any applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws and Economic Sanctions Laws, prohibit, penalize, sanction, or expose HollaEx to liability for any Services furnished or offered to you or your Account (including any subaccount or Digital Tokens Wallet on the Site) or Digital Tokens Address(es) under these Terms of Service;
- use the Site or any of the Services, or any financial services of a U.S. Financial Institution, whether or not an Associate of HollaEx, to facilitate, approve, evade, avoid, or circumvent any applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws;
- use the Site or any Services to evade taxes under the Laws of the Republic of Seychelles, or any other jurisdiction(s) applicable to you or the Site;
- trade, obtain financing or otherwise transact on the Site, or use any Services, with anything
  other than Fiat funds, keys, property, or Digital Tokens that have been legally obtained by you
  and that belong to you;
- use the Site or any Services to interfere with or subvert the rights or obligations of HollaEx or the rights or obligations of any other Site user or any other Person;
- post, submit, publish, display, or transmit any User Submission that violates the Terms of Service
  or the rights of any Person, including the intellectual property rights of any Person;
- trade using misleading or inaccurate information presented to the Site or to HollaEx or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
- use the Site or any Services to engage in conduct that is detrimental to HollaEx or to any other Site user or any other Person;
- use the Site or any Services to: (i) engage or attempt to engage in wash trading, spoofing,
  fictitious trading or price manipulation; (ii) enter orders or quotes with the intent to disrupt, or
  with reckless disregard for the adverse impact on, the orderly conduct of trading or the fair
  execution of transactions; or (iii) enter orders or quotes in the Site or any Digital Token market
  with the intent of creating the false impression of market depth or market interest;
- falsify any Digital Tokens Wallet, Digital Tokens Address, Site or Account (including any subaccount) registration, exchange, or administration details provided to HollaEx or any of its Associates, impersonate another Person or misrepresent your affiliation with a Person;
- post, submit, publish, display, or transmit any User Submission that is likely to deceive any Person;
- falsify or materially omit any information or provide misleading or inaccurate information requested by HollaEx or any of its Associates, including at Site registration or during the course of administering any Services to you;

- cause injury to, or attempt to harm, HollaEx, any of its Associates or any Person through your
  access to the Site or any Services, including posting, submitting, publishing, displaying, or
  transmitting any: (i) User Submission that is defamatory, obscene, indecent, abusive, offensive,
  harassing, violent, hateful, inflammatory, or otherwise objectionable; or (ii) order or transaction
  intended to take advantage of any error by another Person or manipulate a Digital Tokens
  market;
- promote discrimination based on race, religion, nationality, disability, sexual orientation, gender or gender identity, or age;
- give the impression that a User Submission emanates from or is endorsed by HollaEx or its Associates or any other Person if that is not the case;
- have more than one registered identity or Account (including any subaccount) on the Site, or use any Digital Tokens Wallet on a one-time, 'throwaway' basis; any additional Account, subaccount or Digital Tokens Wallet or one time 'throwaway' Digital Tokens Wallet may be terminated or suspended at the absolute discretion of HollaEx;
- where you are subject to prohibitions or restrictions, access the Site or use any Services utilizing
  any virtual private network, proxy service, or any other third-party service, network, or product
  with the effect of disguising your IP address or location, or access the Site or use any Services
  using a Digital Tokens Address in or subject to the jurisdiction of any Prohibited Jurisdiction or
  Government or Government Official thereof;
- post, submit, publish, display, or transmit any advertising or promotional material without the prior written consent of HollaEx or its Affiliate;
- utilize an Account, subaccount, Digital Tokens Wallet, any Services or the Site for the financial or other benefit of a Prohibited Person; or
- violate, promote, cause a violation of, or conspire or attempt to violate these Terms of Service or applicable Laws.

# 11) YOUR USE OF INTERFACE

We do not control your interactions and stop an interaction or attempt to reverse an interaction after it occurred. There are some strict rules: do not in any way harm the Interface or other users. And you're ultimately responsible for any interactions as relevant to the Interface. Please review, obtain, or otherwise seek additional information or support before interactions with virtual currency at the Protocol.

By using or accessing the platform, you represent and warrant that you understand that there are inherent risks associated with virtual currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that HollaEx is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Interface facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

#### 12) RISKS ASSOCIATED WITH DIGITAL TOKENS

You represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital tokens. HollaEx does not control the underlying software protocols of any digital tokens accessible on the platform. You agree that we are not responsible for the operation, functionality, or security of the underlying protocols and not liable for any loss of token value you may encounter due to any operating change, malfunction, or failure of the underlying protocols.

You further understand that the markets for these digital tokens are highly volatile, and that there are risks associated with digital tokens including (but not limited to) those related to adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase dramatically at any time. You understand and agree to assume full responsibility for all of the risks of accessing and using the platform and interacting with the Blockchain and agree that this platform is not responsible for any loss you may experience as a result of these risks.

We make no representation about the nature, quality, or legal categorization of the platform or associated project. You are responsible for doing your own research as well as ensuring that you may legally transact in this platform in the jurisdiction where you reside.

# 13) YOU ACKNOWLEDGE

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- The pricing information provided through the platform does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Interface.
- HollaEx does not act as an agent for any of the users.
- HollaEx does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation.
- You are solely responsible for reporting and paying any taxes applicable to your use of the HollaEx.
- Although it is intended to provide accurate and timely information on HollaEx, HollaEx or
  relevant tools may not always be entirely accurate, complete, or current and may also include
  technical inaccuracies or typographical errors. Accordingly, you should verify all information
  before relying on it, and all decisions based on information contained on the Interface or
  relevant tools are your sole responsibility.

# 14) DISCLOSURES; DISCLAIMERS

To the maximum extent permitted under Applicable Law, the platform (and any of its content or functionality) is provided on an "AS IS" and "AS AVAILABLE" basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of

trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that HollaEx (including any related data) will be uninterrupted, available at any time or error-free. Further, we do not warrant those errors, if any, in the platform are correctable or will be corrected.

### 15) DISCLAIMER ABOUT INFORMATION ACCURACY

Except as expressly provided to the contrary in a writing by us, our services are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

You acknowledge that information you store or transfer through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

#### 16) THIRD-PARTY RESOURCES.

The platform may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

### **17) TAXES**

It is your sole responsibility to fulfil your tax obligations that apply to your transactions conducted via the platform. You should withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. We make reasonable efforts to make your transaction history available through your account, but we make no representation about the completeness or accuracy of that information.

#### 18) INDEMNIFICATION

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from (a) your access to and use of the Interface; (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any

other party's access and use of the Interface with your assistance or using any device or account that you own or control. If someone sues us because of something you did, you are responsible for it, so read the below carefully.

### 19) EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

In no event will HollaEx be liable for any incidental, indirect, special, punitive, exemplary, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with your use of the Platform, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not HollaEx has been advised of, knew of or should have known of the possibility of such damages.

### **20) LIMITATION OF LIABILITY**

In no event will HollaEx aggregate liability arising out of or in connection with the platform (and any of its content and functionality), any performance or non-performance of HollaEx, or any other product, service or other item provided in connection with the platform, whether under contract, tort (including negligence), civil liability, statute, strict liability or other theory of liability exceed the amount of fees paid by you to us in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

It's really important to highlight how our liability is limited when it comes to issues you may encounter with our service. Please read the whole section carefully. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of the Interface, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Interface, or from any access to or use of any information obtained by any unauthorized access to or use of the Interface.

We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the Interface; (c) unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Interface; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Interface; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the greater of (i) the amount you paid to us in exchange for access to and use of the Interface. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

#### 21) RELEASE

To the extent permitted by applicable law, in consideration for being allowed to use the platform, you hereby release and forever discharge platform from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly, to the platform.

### 22) ASSIGNMENT

You may not assign any rights or licenses granted under the Agreement. We reserve the right to assign any rights and/or licenses under this Agreement without restriction, including but not limited to any HollaEx affiliates or subsidiaries or any successors of HollaEx business interests.

### 23) FORCE MAJEURE

We shall not be responsible for any delay or failure in performance of the platform resulted directly or indirectly from any events or circumstances beyond our reasonable control, including but not limited to, natural disaster, civil unrest, terrorism, significant market volatility and failure of Internet services, equipment, or software.

### 24) CHANGES

We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective and shall be deemed accepted by you, the first time you use or access the Interface after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Interface including any transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy are to terminate your use of the Interface.

### **25) ENTIRE AGREEMENT**

These Terms (and any additional terms, rules and conditions of participation that may be posted on the website of HollaEx) including the Privacy Policy constitute the entire agreement with respect to the Interface and supersedes any prior agreements, oral or written.

#### **26) PRIVACY POLICY**

The Privacy Policy describes the ways we collect, use, store and disclose your personal information. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy.

# 27) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The provisions of these Terms will not be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person (other than the Custodian or its affiliates) who is not a party to it, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

We may cancel any instructions previously given by you provided that we have not acted on your instructions.

If a Transaction has been executed, in whole or in part, it will not be possible for you to cancel the Order to the extent that the transaction has been executed.

# 28) SURVIVAL

Upon termination of these Terms for any reason, all rights, and obligations of the parties that by their nature are continuing will survive such termination.

# 29) JURISDICTION AND GOVERNING LAWS

These terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by Seychelles Law. We both agree to the exclusive jurisdiction of the courts of Seychelles.

This Terms and conditions constitute a contractual relationship between the Users and the Company governed and interpreted by the laws of the Republic of Seychelles.

All disputes and litigations between the Company and members concerning the use of this service shall be subject to the jurisdiction and venue of the courts in accordance with the procedures as prescribed by applicable laws and regulations.