

# TERMS OF USE

Last Updated: 21.01.24

These Terms constitute a legally binding agreement between you (“you” or “your”) and Tradely (“Tradely”, “we”, “our” or “us”). The Terms govern your use of the Tradely Services made available to you on or through the Platform or otherwise. Tradely Services may be provided by Tradely or, if specified in these Terms, any Product Terms or any additional terms, by any Tradely Affiliate.

By registering for a Tradely Account, accessing the Platform and/or using the Tradely Services, you agree that you have read, understood and accepted these Terms, together with any additional documents or terms referred to in these Terms. You acknowledge and agree that you will be bound by and will comply with these Terms, as updated and amended from time to time. If you do not understand and accept these Terms in their entirety, you should not register for a Tradely Account or access or use the Platform or any Tradely Service.

## INFORMATION ABOUT OUR AGREEMENT WITH YOU

### 1. Introduction

1.1. About us. The Tradely group is an ecosystem centred around an online investment platform for Digital Assets trading. The Tradely group provides users with a trading platform to invest and trade Digital Assets, integrated custody solution allowing users to store their Digital Assets and other Digital Asset-related services, including learning and earning returns.

1.2. These Terms. By registering to open a Tradely Account you are entering into a legally binding agreement with us. These Terms will govern your use of the Tradely Services and tell you who we are, how we will provide the Tradely Services to you, how these Terms may be changed or terminated, what to do if there is a problem, along with other important information. You must read these Terms, together with the documents referenced in the Terms, carefully and let us know if you do not understand anything.

Where any Local Terms apply to your use of the Tradely Services, such Local Terms will take precedence over these Terms.

1.3. Additional documents. These Terms refer to a number of additional documents which also apply to your use of the Tradely Services. This includes:

- a. Our Privacy Notice, which sets out the terms on which we process any personal data we collect about you, or that you provide to us. By using the Tradely Services, you understand and agree to such processing and you promise that all data provided by you is accurate and up to date.
- b. Our Risk Warning, which sets out important information on the risks that can arise when buying, selling, holding or investing in Digital Assets. We protect the right to limit any form of financial loss via our Risk management technology.
- c. The Fee Structure page on our Website.
- d. Product Terms, which set out additional terms and conditions that will apply to your use of specific Tradely Services.

You acknowledge that you will be bound by, and agree that you will comply with, any relevant additional terms and conditions that apply to your use of the Tradely Services.

## 2. Eligibility

2.1. Eligibility criteria. To be eligible to register for a Tradely Account and use the Tradely Services, you must:

- a. be an individual, corporation, legal person, entity or other organisation with the full power, authority and capacity to (1) access and use the Tradely Services; and (2) enter into and comply with your obligations under these Terms;
- b. if you are an individual, be at least 18 years old, anyone below 18 years has to create an account under parental control;
- c. if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you must be duly authorised to act on behalf of and bind such legal entity for the purposes of entering into these Terms;
- d. not have been previously suspended or removed from using Tradely Services;
- e. not be a Restricted Person;
- f. not currently have an existing Tradely Account; and

g. not be located, incorporated, otherwise established in, a citizen of, or resident of, or have business operations in:

i. a jurisdiction where it would be illegal under Applicable Law for you to access or use the Tradely Services, or cause us or any third party to contravene any Applicable Law; or

ii. a country listed in our List of Prohibited Countries.

2.2. Amending our eligibility criteria. We may amend our eligibility criteria at any time in our sole discretion. Where possible, we will give you notice in advance of the change. However, we may occasionally need to make changes without telling you in advance. This may include where

a. we are making the change as a result of legal and/or regulatory changes;

b. the changes being made are in your interest; and/or

c. there is any other valid reason which means there is no time to give you notice. Where we are unable to give you advance notice, we will let you know of the change as soon as possible after it is made.

3. How we contact each other

3.1. How you can contact us. For more information on Tradely, you may refer to the information found on our Website. If you have questions, feedback or complaints you can contact us via our Customer Support team. These Terms may specify contact details for particular notices. This address is not monitored for those notices.

3.2. How we will contact you. We will contact you using the details you provide to us. This may include contacting you by email, SMS or telephone. It is important that you ensure that your contact details are correct and up to date. If your contact details change, you must let us know immediately. If you do not, we will not be responsible if you do not receive information, notices or other important information from us.

4. Tradely Services

4.1. Specific product terms. Once you have opened a Tradely Account, you will be able to use the Tradely Services in accordance with these Terms and the Product Terms that govern your use of each specific Tradely Service.

4.2. Intra-group services. You acknowledge and agree that some of the Tradely Services may be provided by Tradely Affiliates.

## 5. Chat Service

5.1. Availability of Chat Service. We may make our interactive online chat service available to you (“Chat Service”) at any time in connection with your use of any of the Tradely Services. By using the Chat Service, you may interact with a bot, chatbot, or other non-human. We will disclose the use of a chatbot, or other non-human, to the extent required by Applicable Law. When engaging with us through use of the Chat Service, you authorise us to monitor and save your chats.

5.2. Important information. The Chat Service is provided as a convenience, often to facilitate your understanding of the Tradely Services. Our Chat Service will make reasonable efforts to provide you with accurate and current information based on your question or need. Nothing we communicate in the Chat Service will be considered a legal agreement, representation or warranty as to the Tradely Services, processes, decisions, or response times. Any personal data shared with us when using the Chat Service will be subject to the applicable privacy-related policies and notices described in our privacy notice.

5.3. User Chats. In addition, we may make available to you chats that allow you to interact directly with other users of the Platform (“User Chat”).

5.4. Prohibited actions. You must not use the Chat Service or any User Chat to send any abusive, defamatory, dishonest, or obscene message or any messages intended to manipulate a market or to spread false or misleading information or messages that are otherwise in contravention of Applicable Laws, and doing so may result in termination of the Chat Service session and may lead to restrictions on the availability of Tradely Services to you.

## 6. Fees

6.1. Payment of fees. You agree to pay all applicable fees in connection with your use of the Tradely Services as set out on the fee structure page on our Website, or otherwise communicated to you in any relevant Product Terms.

You authorise us to deduct all applicable fees, commissions, interest, charges and other sums that you owe from your Tradely Account under these Terms or any Product Terms in

accordance with the method of calculation set out. If you owe us an amount in one Digital Asset and do not have sufficient assets in that Digital Asset, we may deduct the sums owed in another Digital Asset to effect payment (in which case we will convert the Digital Asset you hold into the Digital Asset in which the sums owed to us are denominated (or the Fiat Currency equivalent), at the rate currently offered on the Platform or at such other commercially reasonable rate as we may determine). In the event that there are insufficient Digital Assets in your Tradely Account, you acknowledge that any amount due and payable from you under this clause is a debt immediately due and owing by you to us in such amount and form (whether in the form of a Digital Asset or otherwise) as we may determine, acting in a commercially reasonable manner.

6.2. Amending our fees. We may adjust our fees from time to time in accordance with clauses.

## INFORMATION ABOUT YOUR TRADELY ACCOUNT

### 7. Creating a Tradely Account

7.1. Account opening. You must create and maintain a Tradely Account in order to access the Tradely Services and the Platform. This may be a Tradely Account for an individual user, or a Corporate Tradely Account where the user is a corporation, entity or other organisation.

All Tradely Accounts are provided at our absolute discretion. We reserve the right to refuse any application for a Tradely Account without reason or to limit the number of Tradely Accounts that you may hold.

7.2. Sole benefit. By opening a Tradely Account you agree that:

- a. where you are an individual user, you will use your Tradely Account only for yourself, and not on behalf of any third party, unless you have obtained our prior written consent to do so; and
- b. where you are a corporate user, your Permitted Users will use the Corporate Tradely Account only for your benefit, and not on behalf of any third party, unless our prior written consent has been obtained. Additionally, you will not offer direct market access to tradelyexpert.com to any other party, including through the use of a sub-account, unless and until such other party has completed identity verification deemed appropriate by Tradely and has separately onboarded onto the Platform. Any other party so verified shall be considered a “Permitted User” as that term is described herein. For avoidance of doubt, any entity or individual using a Tradely Sub-Account must be separately verified to be

considered a “Permitted User” and to be permitted to use the Tradely Services. You are fully responsible for all activity that occurs under your Tradely Account.

7.3. Identity verification. You will need to comply with our identity verification procedures, whether independently or through a third-party service, by providing us with certain information about yourself and, where relevant, all of your Permitted Users. All information that you provide must be complete, accurate and truthful. You must update this information whenever it changes.

You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity, and that of any Permitted Users, or protect you and/or us against fraud, money laundering, terrorist financing or other financial crime, and to take any action we deem necessary based on the results of such inquiries.

When we carry out inquiries, you acknowledge and understand that your personal data, and that of any Permitted Users, may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full.

7.4. Enhanced due diligence. We may also require you to comply with our enhanced due diligence procedures by submitting additional information about yourself, your business or your Permitted Users, providing additional records or documentation, or having face to face meetings with representatives of Tradely .

7.5. Records. We keep your personal data to enable your continued use of Tradely Services, for as long as it is required in order to fulfil the relevant purposes described in this Privacy Notice, and as may be required by law such as for tax and accounting purposes, compliance with anti-money laundering laws, or as otherwise communicated to you. Please review for more information on how we collect and use your personal data relating to the use and performance of our Sites and the Tradely Services.

7.6. Sub-Accounts. At our discretion, you may create and access a Tradely Sub-Account. Each natural person associated with a Tradely Sub-Account is subject to the identity verification requirements set out in this clause. Only one natural person or corporate entity may be associated with a particular Tradely Sub-Account.

## 8. Information requests

8.1. When we may request information. We may require information from you at any time for the purposes of complying with any Applicable Law, identity verification requirements, or in connection with the detection of money laundering, terrorist financing, fraud, or any

other financial crime, or for any other valid reason. You agree to provide us with any such information we request and permit us to keep a record of the information for the lifetime of your Tradely Account as long as it is required to fulfil their intended purposes, or such other period as prescribed by Applicable Law.

8.2. What happens when you provide information. Your access to your Tradely Account and the Transaction limits that apply to your use of the Tradely Services may be altered as a result of information collected about you on an ongoing basis. If there is a reasonable suspicion that any information provided by you is wrong, untruthful, outdated, or incomplete, we may send you a notice to request corrections, remove relevant information, or do such other things that we consider necessary to ensure that the information provided by you is true and correct.

Your responsibility. You are responsible for taking appropriate action to protect your hardware and data from viruses and malicious software, and any inappropriate material and we owe you that responsibility to keep you and your money safe. Except as provided by Applicable Law, you are responsible for backing up and maintaining duplicate copies of any information you store or transfer through the Tradely Services. We are not responsible for any claim or losses resulting from your failure to comply with this clause.

9.1 Security measures. At all times, you and any Permitted Users shall maintain adequate security and control of all of your Access IDs. You are responsible for taking the necessary security measures (or ensuring that your Permitted Users take such measures) to protect your Tradely Account and to keep your Access ID secure, including by:

- a. strictly abiding by all of our mechanisms or procedures;
- b. creating a strong password and maintaining security and control of your Access IDs;
- c. keeping the Email Account and telephone number provided to us up to date in order to receive any notices or alerts that we may send you;
- d. never allowing remote access or sharing your computer and/or computer screen with someone else when you are logged on to your Tradely Account;
- e. remembering that under no circumstances will we ask you to share your passwords or 2-factor authentication codes; and
- f. logging out from the Sites or the Platform at the end of each visit.

Monitoring your Account History. It is important that you monitor your Account History to ensure any unauthorised or suspicious activity on your Tradely Account is identified and

notified to us as soon as possible. You acknowledge that any Security Breach may result in unauthorised access to your Tradely Account by third parties and the loss or theft of any Digital Assets and/or funds held in your Tradely Account and any associated accounts.

10.1. Third-party claims. You shall indemnify and hold harmless us from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third-party, governmental authority, or industry body, and all claims, liabilities, damages (actual and consequential), losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation), costs, and expenses, including without limitation all interest, penalties and legal and other reasonable attorneys' fees and other professional costs and expenses ("Losses"), arising out of or in any way connected with:

#### Governing law

Aside from where Applicable Law requires or provides you with a choice otherwise, these Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the laws of every participating country .

#### Security

Rest assured, your assets are safeguarded with state-of-the-art technology, ensuring maximum security and protection, adhering to the highest industry standards for reliability and confidentiality.

#### Withdrawal

Your assets are secure with top-tier technology. You retain sole ownership of your investment returns and can withdraw profits at your discretion, ensuring full access and control over your financial gains.

Sites means our Website and any other websites, pages, features, or content we own or operate.



Supported Digital Assets means those Digital Assets that are available in connection with your use of the Tradely Services.

Terms means these terms of use, together with any other documents expressly incorporated by reference, including the Product Terms, in each case as amended or supplemented from time to time.

Trade Marks means the Intellectual Property Rights in the trade marks, service marks and logos used and displayed on or through the Platform, the Sites and/or the Tradely Services.

Transaction means selling, purchasing, or entering into any other type of transactions, or agreeing to sell, purchase or enter into any other type of transactions involving Digital Asset(s), their derivatives, other asset(s) or product(s) as Tradely may from time to time permit to be carried out on the Platform, and depositing or withdrawing Digital Assets or Fiat Currency into or out of your Tradely Account.

User IP means the Intellectual Property Rights owned by or licensed to you as at the date of these Terms and any other Intellectual Property Rights owned or acquired by or licensed to you after the date of these Terms, excluding Tradely IP.

User Materials means the Intellectual Property Rights in any reviews, posts, information, data, and comments you or other users provide to us on the Sites (through our “Contact Us” pages or otherwise), the Platform, through use of Tradely Services, or otherwise.