

## CLIENT AGREEMENT – TERMS OF USE

### PLEASE READ CAREFULLY

THESE TERMS OF USE APPLY TO THE WEBSITE LOCATED AT ZODIAC.IO (THE “**WEBSITE**”) AND/OR SERVICES OFFERED THROUGH THE WEBSITE. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THE TERMS OF USE YOU SHOULD IMMEDIATELY STOP USING THE WEBSITE AND THE SERVICES.

#### 1. Introduction and Acceptance of the Terms of Use

- 1.1. These Terms of Use (“**Terms of Use**”) are a binding agreement between **zodiac.io**, (“**us**” “**our**” or “**we**”) and you, the person who uses the Services and/or the Website (“**Client**,” “**you**” “**your**” or “**yourself**”).
- 1.2. By your use of the Website and/or opening an account to use our services, you agree to comply with the terms and conditions governing your use of the Website and the services offered through the Website (the “**Services**”).
- 1.3. In addition to the Terms of Use, you should also read our Privacy Policy carefully which sets out how we collect and use your personal information (“**Privacy Policy**”) and is an integral part of the Terms of Use.
- 1.4. We may suspend, modify, remove or add to the Services at any time.
- 1.5. The Company has no obligation to check whether users are using the Services and/or the Website in accordance with the Terms of Use, as updated from time to time.

#### 2. Changes to the Terms of Use

- 2.1. The Company, at any time, may amend, update or modify the Terms of Use (collectively and individually, the “**Modification**”), including, without limitation, as a result of legal and regulatory changes, security reasons and changes to our Services. Unless otherwise expressly stated in the Terms of Use, we will notify you of any such Modification by posting a new version of the Terms of Use on the Website. The new version of the Terms of Use will take effect seven (7) days after its publication on the Website (or earlier if required by any law, regulation or directive which applies to either us or you). Your use of the Services after any such Modification represents your acceptance of such new version of the Terms of Use.
- 2.2. If you do not agree with any Modification to the Terms of Use, your sole and exclusive remedy is to terminate your use of the Services and close your Account (as defined below).

#### 3. Description of the Services

- 3.1. Exchanging Digital Currency.

- 3.1.1. The Services allow you to exchange certain types of digital currency (collectively and individually, the “**Digital Currency**”) with the Website’s registered users (the “**Registered Users**”). The Company may amend the list of Digital Currencies at any time at its sole discretion.
  - 3.1.2. You may start exchanging Digital Currency with Registered Users, on a per transaction basis for other Digital Currency accepted by the Company from time to time (collectively and individually, the “**Digital Currency Funds**”), as long as in the Company’s sole discretion, you have successfully opened your Account and satisfied the KYC process (as described below).
  - 3.1.3. We reserve the right to refuse to process, or to cancel or reverse, any transaction in our sole discretion, even after Digital Currency Funds have been credited to or debited from your Account.
  - 3.1.4. Deposits. In order to initiate any transaction to exchange Digital Currency with a Registered User, you must first maintain sufficient Digital Currency Funds with the Company, by way of deposits, to cover your desired transaction. Digital Currency Funds you deposit shall be delivered to a custodial digital wallet belonging to the Company, and such deposits shall be recorded under your Account.
  - 3.1.5. Withdrawals. At any point you may make a request for a withdrawal to withdraw Digital Currency Funds from your Account. The Company shall designate certain periods during the day at which the actual withdrawal can occur pursuant to your request and the Company’s approval. Upon approval, the Company shall deliver the applicable Digital Currency Funds to the personal digital wallet designated by you, and you acknowledge that any delivery of Digital Currency Funds may not be immediate or may be subject to delays.
  - 3.1.6. The delivery of Digital Currency Funds may also be subject to the confirmation process inside a blockchain and as a result deposits or withdrawals of Digital Currency Funds, as applicable, is not complete while such confirmation process is in a pending state.
- 3.2. Instructions. You understand and agree that the exchange of Digital Currency with Registered Users, as well as any delivery of Digital Currency Funds to you, will depend on the instructions and details you shall provide to the Company, and the Company shall not be liable for any errors in the instructions or other details you provide.
- 3.3. Availability of the Services. The Company cannot and does not guarantee the availability of the Services at all times. You acknowledge that the Company reserves the right, at all times, to delay, deny, or make unavailable, at any time and at its sole discretion, any or all of the Services, any part of the Website and/or the Website in its entirety. The Company shall have no responsibility or liability whatsoever in connection with the unavailability of any Service and/or the Website, whether caused by the Company or by any third party or “force majeure” event. You explicitly understand that any such event may cause a delay in the execution or processing

of your orders and transactions, and you irrevocably release the Company of any liability whatsoever in this regard. For the purpose of the Terms of Use, “force majeure” means an event beyond the reasonable control of the Company, including without limitation, acts of God, acts of government, fire, flood or storm damage, earthquakes, labor disputes, war, and riot. You acknowledge that once a day, for a limited time, the Services will not be available for use due to the need to perform processing and other operations necessary for the ongoing functionality of the Services.

- 3.4. Trading Fees. You agree to pay the Company certain applicable trading fees in accordance with the terms set forth in the Trading Fees tab in the website (“**Trading Fees**”). The Trading Fees shall be set-off automatically from the proceeds of your applicable transaction(s) on a per transaction basis and in the same form of Digital Currency as your proceeds of the applicable transaction(s).
- 3.5. Additional Fees. The Company reserves the right to charge you for extraordinary costs which it may incur in connection with your Account, including, but not limited to, actions required to maintain, restore or protect your Account.
- 3.6. Minimum Digital Currency Account Balance. The Company has the right to impose upon you at all times a minimum amount of Digital Currency Funds that you need to maintain in your Account in order to use the Services.
- 3.7. Transactions and Orders with Registered Users. You hereby acknowledge that all orders you place to exchange Digital Currency, and all resulting transactions, represent orders placed with Registered Users and not orders to exchange Digital Currency with the Company. The Company does not assume any risk whatsoever for: (i) the orders placed between you and any other Registered User, or any other third party user, of the Services; and ii) the resulting transactions from such orders.

#### **4. Registration Process – Opening an Account with Us**

- 4.1. In order to use the Services, you understand that you must undergo our registration process. You may proceed with registration by opening an account with us through our Website (the “**Account**”).
- 4.2. During the registration process, you shall provide us with requested information, which may include your name, ID number, birthdate, e-mail address, postal address, telephone number, digital wallet address and credit card information details (“**Registration Details**”).
- 4.3. You further agree to promptly provide to us any additional requested information as necessary over the course of the registration process or afterwards for verification purposes or any other purpose in connection to providing you with the Services (“**Additional Details**”).
- 4.4. You warrant and represent to us that all Registration Details and Additional Details that you provide to us, are true, accurate, and complete, and that you shall immediately update this information from time to time, to keep it up to date.

- 4.5. We reserve the right to verify your Registration Details and/or Additional Details at any time, by requesting certain documents. If deemed necessary, we may request that the document copies are notarized, meaning that the documents are stamped and attested by a certified notary. In the event our requests for documents are not completed by you to our satisfaction, the Company may, at its sole discretion, terminate the Account. Should the documents fail our internal security checks, for example if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent, we shall be under no obligation to accept such documents as valid, and we are under no obligation to provide feedback on the exact nature of our findings with regards to these documents.
- 4.6. By registering with us through the Website and opening an Account, you further represent and warrant to us the following: (i) you have reached at least the age of eighteen (18) and the legal age to enter into a binding agreement in your location; (ii) you are of sound mind and capable of taking responsibility for your own actions, with the full legal capacity to accept these Terms of Use; (iii) you understand the significance and consequences of transactions involving digital currency and acknowledge the **Risk Factors** of such transactions, including the risks set forth in Section 16 of these Terms of Use; and (iv) you have read, understood and accepted these Terms of Use.
- 4.7. You confirm that you will use the Services, Software (as defined below) and the Website in accordance with all applicable laws, regulations and directives.

## 5. **Your Account and Personal Use**

- 5.1. You acknowledge and represent to us the following: (i) the Account is for your own personal use; (ii) you shall only open one Account on the Website; (iii) you shall not assist others in obtaining unauthorized access to the Website, Services and/or to your Account; (iv) you shall not access the Account of any other person with the Website; (v) you shall be fully responsible for any activities undertaken on your Account; and (vi) you will not reveal your Account username or password or your private digital wallet address to any person and you shall take all steps to ensure that such details are not revealed to any person.
- 5.2. The Company may, at any time, set off any amount owed by us to you, in Digital Currency, against any amount owed by you to us, in Digital Currency, and adjust your Account records to reflect any changes resulting from such set-offs.
- 5.3. You understand that you are responsible for maintaining the confidentiality of your Account information, including username, password and other sensitive, confidential details, the safeguarding of your own Digital Currency, as well as the transactional activity posted to your Account. You understand that any compromise of your Account information may expose your Account to unauthorized access by a third party which may result in loss or theft of Digital Currency.
- 5.4. You are responsible for the security of your username and password as well as your digital wallet address on your own personal computer or internet access location. If this username password combination is "hacked" from your computer, due to any viruses or malware that is present on the computer that you access your Account, you understand that the Company is not liable whatsoever. You should report any

possible hacking attempts or security breaches from your computer terminal immediately to the Company, but you acknowledge that the security of such information is your responsibility.

- 5.5. In the event you have any knowledge of: (i) a third party gaining access to your Account, username and/or password; (ii) your login information being compromised; (iii) any breach of security related to your Account; or (v) any other unauthorized use of your Account, you must notify us immediately by sending an email, to [cs@zodiac.io](mailto:cs@zodiac.io), and include all relevant details.
- 5.6. As part of our 'Know Your Customer' (KYC) procedures, we will conduct a verification process to verify your identity and eligibility to participate in our Services. During this verification process, we may request certain documents from you, which may include proof of address, such as a utility bill, proof of your payment method and a copy of a government issued identity card. We reserve the right to require certified or notarized copies at your expense. You understand that we shall be under no obligation to accept any documents as valid. Pursuant to our KYC procedure, in addition to documentation, we may also choose to verify your identity through a video and/or audio call conference (collectively, the "**KYC process**").
- 5.7. Along with our KYC process, we have implemented certain checks to prevent money laundering ("**AML policy**"). Money laundering means the disguising of the source of proceeds derived from criminal activity so that it appears as though it came from legitimate sources of income. In order to prevent any criminals from laundering or attempting to launder criminal proceeds through our Website or Services, the Company has instituted the AML policy.
- 5.8. You acknowledge that in order to conduct the verification process and/or background checks, in accordance with our KYC process and AML policy, we may perform inquiries, directly or indirectly through third party service providers to prevent fraud, suspicious activity, misidentification, money laundering or any other prohibited activity. We reserve the right to take any action we deem necessary with respect to the outcome of such inquiries.
- 5.9. In the event that you fail our internal compliance and security checks for any reason, you may be prevented from using our Services and/or accessing the Website, and we may limit or suspend your use at any time, as well as suspending any withdrawal requests. You understand that the outcome of such KYC reviews, including a decision not to approve the opening of an Account for you, is within the Company's sole and absolute discretion, and we are under no obligation to provide feedback on the exact nature of our findings.
- 5.10. In the event you create an Account without our approval or otherwise gain access to the Services without our permission, we reserve the right to immediately suspend or terminate, as we deem appropriate, the applicable Account, as well as suspend or terminate all pending purchase/sale offers; and we reserve the right to seek any other remedy to which the Company may be entitled for such violation and the Company may take further actions against you.

- 5.11. The Company does not guarantee to provide you with security alerts or any other alert and the Company shall not be held liable for not providing any alerts. In no event will the Company be held responsible for any damages or losses which you may sustain as a result of your Account login credentials being compromised other than due to the gross negligence of the Company.
- 5.12. Any criminal activity or fraudulent acts committed by you or under your supervision and/or control through your use of the Website and/or our Services is absolutely forbidden. You affirm and declare that you shall not perform or attempt to perform any such activity, including, but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. You also agree not to hide your internet protocol (IP) location and you shall always disclose your accurate and true IP location. In the event the Company determines, in its sole discretion, that your Account activity is suspicious or related to any prohibited activity, the Company may cancel or suspend your Account, block any outstanding transactions, deny any new transactions, and/or freeze any Digital Currency Funds available on your Account. You understand that you shall be held liable for losses incurred by the Company or by any third party due to the Client's non-compliance and/or violation of any of the foregoing rules. The Company shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or other criminal activity, and may also engage collection services to recover payments.
- 5.13. You acknowledge that you are solely responsible for any applicable taxes with respect to your transactions on the Website and/or through the Services. The Company is not responsible nor shall it provide any tax advice concerning any transactions performed through this Website and/or the Services. It is your responsibility to report, pay and remit the taxes, as applicable, to the appropriate tax authorities in the relevant jurisdiction(s).
- 5.14. You acknowledge and agree that it is at our sole discretion whether to provide you with any or all of the Services.
- 5.15. You acknowledge that certain limits may apply to any exchange of Digital Currency, whether it shall be with respect to: (i) the sale of Digital Currency to you; and/or (ii) the purchase of Digital Currency from you, in accordance with our policies, which includes, but is not limited to, volume and our KYC process. We reserve the right to change such limits in our sole discretion.
- 5.16. For the purpose of executing any transaction, you guarantee to use and provide the virtual wallet address owned by you exclusively and which is under your sole and full control to which the Digital Currency purchased by you will be transferred.
- 5.17. Your transaction order to exchange Digital Currency may not be cancelled by you. We may cancel an order for reasons which include but are not limited to technical error, market abuse or manipulation, or your failure to pass our KYC process. Any refunds shall be at our discretion.
- 5.18. In the event we transfer to you, for any reason whatsoever, any excess Digital Currency you agree that you will repay any excess amount to us, and we may deduct such amount from any Digital Currency which is owed to you.

## 6. Payment Processing

- 6.1. You consent to the Company providing certain information and/or documentation about you to third party service providers, including payment processors, as shall be required to complete a transaction or pursuant to an inquiry or investigation for KYC/AML purposes.

## 7. Our Intellectual Property and Technology

- 7.1. The brand names relating to the Website and any other trademarks, service marks and/or trade names used by us (the "**Trade Marks**") are owned by us, or our licensors. In addition to the rights in the Trade Marks, we and/or our licensors own the rights in all other content of the Website (the "**Content**"). By using the Website and/or the Services you shall not obtain any rights in the Trade Marks or the Content and you may use the Trade Marks and Content in accordance with the Terms of Use only.
- 7.2. You may only install and use the software connected to the Website (the "**Software**") and all content derived from the Software, including, but not limited to, the copyright and all other intellectual property rights in the Software, in connection with the Services for your personal and non-commercial use and in accordance with the Terms of Use. The Software's code, structure and organization are protected by intellectual property rights. You undertake not to: (i) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (ii) sell, assign, sublicense, transfer, distribute or lease the Software; (iii) make the Software available to any third party through a computer network or otherwise; (iv) export the Software to any country (whether by physical or electronic means); or (v) use the Software in a manner prohibited by any laws or regulations which apply to the use of the Software (collectively, and individually, the "**Prohibited Deeds**").
- 7.3. You shall be held liable for any loss, including direct and indirect damages, costs or expenses, we may suffer as a result of your Prohibited Deeds. You agree to immediately notify us if you commit any Prohibited Deeds or if you have the knowledge of any third party committing any Prohibited Deeds. You agree to provide us with reasonable assistance with any inquiry investigation we may conduct as a result of the information provided by you in this respect.
- 7.4. You understand and bear the risk that any use of the internet may be subject to a virus attack and/or communication failure. You should use a reputable and available virus screening and prevention software at all times. The Company shall not bear any liability, whatsoever, for any damage or interruptions caused by computer viruses, spyware, Trojan horses, worms or other malware that may affect your systems, computer or other equipment, or any phishing, spoofing or other virus attacks. The Company cautions you to carefully review any electronic messages purporting to originate from the Company, and to beware that electronic devices are vulnerable to phishing and spoofing scams and additional viruses. The Company maintains that you should always log into your Account through the Website only and avoid using unauthentic communication advising you options to log in.

## **8. Client Content**

- 8.1. You promise that with respect to any content you may upload and/or post to the Website, including without limitation, any text, photo, or other material (“**Client Content**”) which: (i) you own or have the right to post such Client Content; and (ii) such Client Content, or its use by the Company as contemplated by the Terms of Use, does not violate any agreement or any other rights set forth in the Terms of Use, applicable law, or the intellectual property, publicity, personality, or other rights of others.
- 8.2. In addition, you undertake that any such Client Content will not consist of: (i) false, misleading information and/or misappropriation of any information; (ii) obscene, offensive, profane, unlawful content or any content which, subject to Company’s sole discretion, may harm or risk the Company’s good name and reputation; (iii) infringe the rights of others; (iv) anything that is otherwise prohibited by any applicable laws, regulations or directives; and/or (v) statements about the Company or the Website or any other Internet site connected to the Company that are untrue and/or malicious and/or damaging to the Company.
- 8.3. The Company assumes no responsibility in connection with any Client Content, nor does it endorse or claim authenticity of any Client Content that may be uploaded and/or posted on the Website. The Company, in its sole discretion, has the right to remove any Client Content and take any further action which the Company deems necessary. This does not relieve you of your responsibility of adhering to the rules above.

## **9. Your Compliance with Applicable Regulations**

- 9.1. It is your sole responsibility to ensure that your use of the Website and/or Services is in compliance with all applicable laws, regulations and directives.
- 9.2. You confirm that you shall not use the Services and/or Website for any unlawful, criminal or fraudulent activity or any prohibited transaction (including money laundering) under the laws, regulations and/or directives of any applicable jurisdiction.
- 9.3. The Digital Currency that you exchange using our Services is not derived from any unlawful, criminal or fraudulent activity or any prohibited transaction under the laws that apply to you.
- 9.4. The Digital Currency which you may receive through an exchange using our Services will not be used by you for any unlawful, criminal or fraudulent activity or any prohibited transaction under the laws of any applicable jurisdiction.

## **10. Account Termination or Suspension**

- 10.1. You understand that, at any time, the Company will be entitled to restrict, suspend or terminate your Account, as well as to terminate the Terms of Use; deny or restrict access to the Website including its content or tools, delay or remove hosted content, and take technical and legal measures; deny processing any transaction; cancel or reverse any transaction or pending transaction, even if funds have been debited

from your payment method. These actions are all subject to the Company's sole discretion, including without limitation, as a result of the Company reasonably suspecting any of the following: (i) you have breached any terms or condition of the Terms of Use or you have breached any terms or condition of the Terms of Use; (ii) your failure to make required transfers of Digital Currency Funds; (iii) another person is using your Account; (iv) you attempt to gain unauthorized access to the Website or another client's account or to provide assistance to others' attempt to do so; (v) your transaction involves money laundering, terrorist financing, fraud, or any other crime, or non-compliance with any applicable laws and/or regulations; (vi) due to court order, law enforcement and/or other government or regulatory inquiry or order; (vii) you are abusing any and/or all of the Services, including without limitation by opening multiple accounts; (viii) any of the Company's third party providers, or the Custodian, refuses to provide you with any services which the Company requires for Company's fulfillment of some of the Services; (ix) you are creating problems on the Website and/or to the Company, you adversely affect the Company's reputation in any way whatsoever, or pose as any other liability to the Company; (x) force majeure events, including operational and technical errors; (xi) your Account is associated with any suspended or terminated account for breach of the Terms of Use or suspended/terminated for any other reason; or (xii) you fail internal or external compliance/KYC/AML checks.

- 10.2. The Company reserves the right to suspend or terminate your access to your Account and/or Services for any other reason that may not be listed hereunder.
- 10.3. Should the Company suspend or terminate your access to your Account and/or the Services, you shall not use your Account nor use any or all of the Services. In case of termination or suspension of your Account by us, we may cancel pending orders to exchange Digital Currency.
- 10.4. You may terminate the Terms of Use and close your Account at any time by sending an email to us at [cs@zodiac.io](mailto:cs@zodiac.io). Such termination of the Terms of Use and Account shall take effect upon the closing of your account (including username and password), which shall occur within nine (9) calendar days after receipt by us of your email and other information we may require. You will remain responsible for any activity on your Account between sending us such email and the closing of your Account.
- 10.5. Following termination or suspension of your Account by us, or our receipt of an email from you terminating your Account we reserve the right to cancel pending orders to exchange Digital Currency.
- 10.6. Upon termination of the Account or suspension of your Account for any reason whatsoever, you shall stop using the Website, Software and the Services. In addition, you will be responsible for fulfilling any outstanding payment obligations in Digital Currency to the Company existing as of the effective date of termination and to settle any pending transactions.
- 10.7. You acknowledge that the Company is not obligated to disclose the results of the Company's security and risk management procedures. In the event your Account is suspended or terminated by the Company, the Company may provide you with notice of such suspension or termination.

- 10.8. The right to terminate the Terms of Use shall not prejudice any other right or remedy of either party in respect of any breach of the Terms of Use.
- 10.9. Upon the termination of the Terms of Use for any reason, except as otherwise provided in the Terms of Use, and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Terms of Use.

## **11. No Warranty**

- 11.1. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES, THE WEBSITE, AND/OR THE SOFTWARE (COLLECTIVELY, AND INDIVIDUALLY, THE "**COMPANY SERVICES**") IS AT YOUR OWN RISK.
- 11.2. THE COMPANY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE). INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF QUALITY, SUITABILITY OR ADEQUACY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY NON-INFRINGEMENT (WHETHER UNDER APPLICABLE LAW OR OTHERWISE) WITH RESPECT TO THE COMPANY SERVICES.
- 11.3. THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT YOUR ACCESS TO THE COMPANY SERVICES AND/OR ANY PART OR MATERIALS MADE AVAILABLE THEREIN, WILL BE ACCURATE, FREE OF ERROR, COMPLETE, UNINTERRUPTED, CONTINUOUS, OR THAT ANY DEFECTS WILL BE CORRECTED, AND/OR THE SOFTWARE OR THE SERVER ASSOCIATED WITH THE COMPANY SERVICES ARE FREE OF VIRUSES AND BUGS. IN ADDITION, THE COMPANY ALSO MAKES NO REPRESENTATION CONCERNING THE FULL OR PARTIAL FUNCTIONALITY, ACCURACY, OR RELIABILITY OF ANY RESULTS, INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE COMPANY SERVICES. YOU BEAR THE ENTIRE RISK AS TO THE USE, QUALITY, AND PERFORMANCE OF THE COMPANY SERVICES.
- 11.4. THE COMPANY MAKES NO WARRANTIES ABOUT THE VALIDITY, AUTHENTICITY, QUALITY, SUITABILITY, OR OTHERWISE, ABOUT ANY DIGITAL CURRENCY YOU RECEIVE THROUGH THE WEBSITE.

## **12. Limitation of Liability**

- 12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS AND/OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE OR ASSUME ANY OBLIGATION WHATSOEVER TO YOU OR ANYONE ON YOUR BEHALF, REGARDLESS OF THE FORM OF ACTION, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, INTANGIBLE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, INCLUDING

WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF CONTRACTS OR LOSS OF ANTICIPATED SAVINGS; OR ANY LOSS OR ANY DAMAGE, ARISING FROM YOUR USE OF THE COMPANY SERVICES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO YOUR AUTHORIZED OR UNAUTHORIZED USE OF THE COMPANY SERVICES.

- 12.2. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE WEBSITE.
- 12.3. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY ANY REGISTERED USER, INCLUDING THOSE REGISTERED USERS WITH WHOM YOU EXCHANGE YOUR DIGITAL CURRENCY.
- 12.4. YOU AGREE THAT YOU ARE FREE TO CHOOSE WHETHER TO USE THE COMPANY SERVICES AND DO SO AT YOUR SOLE OPTION, DISCRETION AND RISK.
- 12.5. YOU CONFIRM THAT THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION TO, SUSPENSION OF, OR DISCONTINUANCE OF, THE COMPANY SERVICES.
- 12.6. YOU CONFIRM THAT IN THE EVENT THAT THE COMPANY SERVICES FAILS TO OPERATE CORRECTLY FOR ANY REASON WHATSOEVER, THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSS WHICH YOU INCUR, INCLUDING ANY LOSS OF PROFITS THAT MAY RESULT.
- 12.7. WITHOUT DEROGATING FROM ANY OTHER PROVISION IN THE TERMS OF USE, IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED 50 USD IN THE AGGREGATE.
- 12.8. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF THE FORM OF ACTION, WHICH YOU MAY HAVE ARISING OUT OF OR RELATED TO USE OF THE COMPANY SERVICES OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR OTHERWISE BE BARRED FROM RAISING ANY SUCH CLAIM OR CAUSE OF ACTION.
- 12.9. THE COMPANY HAS NO OBLIGATION TO MAINTAIN YOUR ACCOUNT USERNAME OR PASSWORD. THE COMPANY SHALL NOT BE LIABLE IF YOU MISPLACE, FORGET OR LOSE YOUR ACCOUNT USERNAME OR PASSWORD BECAUSE OF ANYTHING OTHER THAN THE COMPANY'S NEGLIGENCE.
- 12.10. WE SHALL NOT BE LIABLE TO YOU IN ANYWAY WHATSOEVER FOR THE TRANSFER OF ANY AND ALL DIGITAL CURRENCY IF YOU PROVIDE US WITH ANY INCORRECT AND/OR INCOMPLETE, PUBLIC KEY, AND/OR VIRTUAL WALLET ADDRESS DETAILS.

12.11. YOU FURTHER AGREE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY AMENDMENT OR TERMINATION OF THE COMPANY SERVICES AND/OR TERMS OF USE, OR SUSPENSION OF YOUR ACCESS TO THE COMPANY SERVICES, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN.

12.12. Nothing in the Terms of Use will operate so as to exclude any liability of the Company for death or personal injury that is caused by the Company's gross negligence.

### **13. Indemnification**

13.1. You agree to defend, indemnify and hold harmless the Company and its affiliates, and any of their respective employees, officers, directors, agents, and consultants, and of any Registered User, from any claims, demands, liabilities, damages, or costs (including attorneys' fees, fines, or penalties) suffered by any of them that may arise in connection with: (i) any breach by you of the Terms of Use; (ii) your use of the Company Services or use by a third party using your user identification and/or Account, whether or not with your authorization; (iii) any violation by you of any law, rule, regulation and/or directive; or (iv) the rights of any third party.

### **14. Third Party Websites**

14.1. The Website and/or Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us (collectively, and individually, the "**Third Party Websites**").

14.2. These Third Party Websites may have their own terms and conditions of use and privacy policies and your use of these Third Party Websites will be governed by and subject to such terms and conditions and privacy policies. You must ensure that you have read, understood, and agreed to all of the terms and conditions, policies and guidelines of the Third Party Websites.

14.3. You understand and agree that the Company does not endorse and is not responsible or liable for the behavior, features, opinions, advice, statements, prices, advertisements, or any other content of any of the Third Party Websites or for any transaction you may enter into with the provider of any such Third Party Websites.

### **15. Disclaimers**

15.1. The Company does not provide any investment advice, recommendation, or guidance, whether in connection with the Services or otherwise. We may provide information on the price, range, or volatility of the Digital Currency and events that have affected the price of the Digital Currency, but this is not considered investment advice and should not be construed as such. No communication between us and you should be considered as any form of investment advice. Any decision to purchase or sell Digital Currency is your exclusive decision at your own risk and the Company will not be liable for any loss suffered. You should consult your own legal and/or tax advisors concerning your specific financial situation.

- 15.2. Our business model and our Services consist of facilitating the buying and selling of Digital Currency from and to the Company in a partially unregulated, international, open payment system. Despite this, certain jurisdictions apply regulations or may apply such regulations at any time, in which case, the Terms of Use, including the provision of the Services, may be amended accordingly or terminated to the extent such amendments are not possible. You agree and understand that legislative and regulatory changes or actions at a state, federal, or international level may adversely affect the use, transfer, exchange, and/or value of the Digital Currency.
- 15.3. The Company reserves the right to engage with Market Makers and to provide its Services to Market Makers.

## **16. Risk Factors**

You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms of Use before using any of the Services.

- 16.1. An inherent risk exists that losses will occur as a result of buying, selling or trading anything on a market. You may increase or lose value in your assets at any time due to price volatility, especially in the crypto-currency market, and the potential loss in trading or holding Digital Currencies can be substantial.
- 16.2. We do not guarantee that any Digital Currency will currently or in the future maintain a certain value or market liquidity, and you understand that the current value or price of Digital Currency can drop as low as zero at any point. You acknowledge that we also do not guarantee that you will be able to sell the Digital Currency to any third party.
- 16.3. Historically, currency, and fiat money in particular, have been backed by banks and government entities, or backed up by commodities, such as silver or gold. However, Digital Currency is not regulated by any central bank or other government authority. Instead, Digital Currency is backed by technology and trust, and currently there is no bank or government regulator that can take measures to protect the value of the Digital Currency in a crisis, issue more currency, or balance the price fluctuations.
- 16.4. Digital Currency is based on blockchain technologies, a digital, decentralized and partially anonymous system that relies on peer-to-peer networking, which could collapse at any given moment, and cryptography to maintain its integrity. This system has been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Website and the Services could be impacted by one or more regulatory inquiries or actions, including, without limitation, the licensing of or restrictions on the use, sale, or possession of digital tokens which could impede, limit or end the Services or your ability to trade the Digital Currency at any point. Regulatory changes could have negative and material impact that could result in the Digital Currency having little or no value whatsoever.
- 16.5. Digital Currency, when transferred, will be controllable only by the possessor of unique private keys relating to the addresses in which the Digital Currency is held. The theft, loss or destruction of a private key required to access Digital Currency is irreversible, and because the Company does not have access to those private keys,

such private keys cannot be restored by the Company, and the Company will not be responsible for your loss of access to your personal virtual wallet. Also, due to the nature of Digital Currency, any technological difficulties experienced by the Company could potentially prevent the access or use of your Digital Currency.

- 16.6. You are aware that additional risks of trading Digital Currency may exist that have not been set forth in these Terms of Use, and you understand that it is your responsibility to carefully assess all the risks and determine whether your financial standing and tolerance for risk are suitable for buying, selling or trading Digital Currency. It is also your responsibility to seek professional advice prior to using the Services and the Website, and you understand that the Company does not provide any investment, legal, or tax advice.
- 16.7. Certain regulators in certain jurisdictions may view certain types of Digital Currency as securities, and as such, Clients in these jurisdictions may not have the ability to trade their Digital Currency because trading of Digital Currency that is deemed as securities, may be restricted, partially or completely in some jurisdictions. It is your responsibility to ensure your compliance with the applicable laws of your jurisdiction.
- 16.8. THE EXCHANGE OF DIGITAL CURRENCY IS CONSIDERED A RISKY TRANSACTION WITH HIGHLY SPECULATIVE OUTCOMES. MARKETS FOR DIGITAL CURRENCY HAVE VARYING DEGREES OF LIQUIDITY AS SOME ARE QUITE LIQUID WHILE OTHERS MAY BE THINNER OR ILLIQUID. THE COMPANY DOES NOT GUARANTEE ANY PROFIT FROM TRADING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE WEBSITE. IN LIGHT OF THE RISKS MENTIONED ABOVE, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING DIGITAL CURRENCY IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES.

## **17. Client – Company Contact**

- 17.1. You agree that we may contact you directly, from time to time, using the contact details provided by you upon registration, in relation to your use of the Services or any other products or services offered by us.
- 17.2. If you have any questions, feedbacks or complaints, you may contact Company via Company's customer support at [cs@zodiac.io](mailto:cs@zodiac.io). When contacting us we request that you include identifying information such as your name and address, and/or the transaction number for which you have feedback, questions, or complaints, so we can address your matter promptly and appropriately. Please note that calls made by you to the customer service department may be recorded for service quality assurance.
- 17.3. You agree to treat our customer support staff in a respectful and professional manner and, in no way behave abusively or derogatorily. In the event we determine that your behavior, via telephone, live chat, email or otherwise, is abusive or derogatory towards our staff, you agree that we shall have the right to suspend or terminate your Account.

## **18. Governing Law**

18.1. The Terms of Service and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of the British Virgin Islands and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of Tortola to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the Terms of Use or otherwise arising in connection with the Terms of Use.

## **19. Miscellaneous**

19.1. Status of the Parties. You and the Company are independent contractors, and these Terms of Use neither creates, nor shall create, any partnership, trust arrangement, agency, joint enterprise, or fiduciary relationship between you and the Company, or any other form of relationship.

19.2. Waiver. No waiver by us of any of the provisions herein shall be construed as a waiver of any preceding or succeeding breach of any terms of the Terms of Use.

19.3. Third Parties. Unless otherwise expressly stated herein, nothing in the Terms of Use shall create or confer any rights or any other benefits to third parties.

19.4. Survival. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of this Agreement in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve such purpose.

19.5. Entire Agreement. These Terms of Use constitute the final, exclusive and complete understanding and agreement between you and us and supersedes all prior understandings and agreements between you and us.

19.6. Assignment. You may not assign any rights or obligations under these Terms of Use, including, without limitation, the right to use the Account which is exclusively for your personal use. The Company may assign its rights without restriction, without prior notice to you. In the event of a merger or acquisition between the Company and a third party, the Company reserves the right to transfer or assign the information you provided to the Company as part of such merger, acquisition, sale, or other change of control.

19.7. Severability. If any provision of these Terms of Use shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

19.8. English Language. Any translation of these Terms of Use are provided solely for your convenience and the meanings of the terms, conditions and representations herein are subject to definitions and interpretations in the English language only. Any translation provided may not accurately represent the information in the original

English version, and in the event of a discrepancy between the translated version and the English version of these Terms of Use, the English version of these Terms of Use shall prevail.

- 19.9. Confidentiality. You represent and warrant that in the course of using the Services, in the event you receive any confidential information, whether orally, in writing, or computer data form, you are obligated to keep such information confidential, and use it only to the extent permitted under these Terms of Use. You may not disclose such confidential information without the Company's prior written consent. Upon termination of these Terms of Use, or upon request, you are obligated to immediately return to the Company or destroy any such confidential information that you received from the Company. Confidential information shall include matters related to any arbitration or related judicial proceedings, if any, to the greatest extent practicable.