

TERMS AND CONDITIONS OF USE

The Tropykus platform and software is an autonomous system of smart contracts on the RSK Blockchain Network (the "Open Source Software"), that allows its users, among other things, enter into certain transactions involving digital assets (including but not limited to simple digital loans and credit products focused on emerging economies). Such services are offered to the users (the "Users") through Tropykus's website at [<https://tropykus.finance/>] (which, for the avoidance of doubt, includes and all other subdomains of the aforementioned site) and other related tools (the "Website" or the "Site"). The Site, and any other features, tools, materials, the Open Source Software (as defined below), or other services offered from time to time are referred to here as the "Digital Assets Service". Note however, that while the Open Source Software is intended to maintain low volatility for the digital assets offered in loans through the Site, the Open Source Software and the Digital Asset Services are experimental prototypes and their use involves a high degree of risk. There are numerous ways the Open Source Software and the Digital Assets Service could fail in an unexpected way, resulting in the total and absolute loss of all of your funds.

1. INTRODUCTION.

These terms and conditions of use ("**Terms**") set out the terms and conditions under which **TROPYKUS FINANCE GROUP LTD** ("**us**", "**we**", "**Tropykus**" or the "**Company**"), offers you access to and use of Website.

Through the Website, the Company facilitates the Users the access and use of the Digital Assets Services. Each time you access the Website, click any "I agree" (or similar) button or checkbox presented with these Terms, or use any of the Digital Assets Services provided by us through the Website, you are deemed to have read, understood and accepted all of these Terms and, therefore, you agree to be bound by this Terms.

These Terms are to be read in conjunction with the Privacy Policy (including where applicable, any privacy policy statement in a country or product annex).

2. USER'S ACCESS TO THE DIGITAL ASSET SERVICE.

2.1. In order to access the Website, and to further access Digital Assets Services through the Website, each User must connect his/her crypto wallet (the "**Wallet**"). User's creation and use of the Wallet shall be subject to the terms and conditions and privacy policy established by the owner of the Wallet service. The Company shall not, in any circumstance, be liable for any damages suffered by the Users as a result of the access or use of the Wallet, which damages must be claimed by the Users to the owner of Wallet service.

Notwithstanding the foregoing, Users shall complete any other registration requirements that may be established by Tropykus from time to time, including without limitation the compliance with our Know Your Customer and/or Anti-Money Laundering policies ("**AML/KYC Policies**").

2.2. By registering as a User and each time you access and use the Digital Assets Services, you represent and warrant:

- a) that you have read, understood and accepted the Terms;
- b) that you are of the legal age of majority in your jurisdiction as is required to access and use the Site and the Digital Assets Service and enter into arrangements as provided by such Digital Assets Service, and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.
- c) If you are an authorized representative of a company, (i) that you have authority from that company to access the Website and form a binding agreement with us on behalf of that company; (ii) that you have the full power and authority to agree to these Terms, and to enter into any transactions or use any service, including the Digital Assets Services, offered by the Company through the Website;
- d) you have not previously been suspended or removed from accessing the Website or the Digital Assets Services, whether on your behalf or otherwise;
- e) that you are the legal owner of the funds or assets you use within the Digital Assets Services and that the same funds or assets derive from a legitimate source;
- f) that using the Digital Assets Services does not constitute a breach of your home jurisdictions' laws;
- g) that you are aware of the risks in using the Digital Assets Services provided by Tropykus and you are aware of the high volatility risk of the digital assets itself;
- h) that you will not be involved or initiate any form of market manipulation, including spoofing orders or otherwise;
- i) that all information submitted by you through the Site or the Digital Assets Services is true, accurate and not incomplete or misleading and that the use of such information within the Digital Assets Services does not violate any third-party right nor any law or regulation.
- j) that any digital address you provide is your own and that you have full control over this address;
- k) you are acquiring the right to access and use the Website and agreeing to these Terms for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Website, the Digital Assets Services or these Terms;
- m) that you have the amount of money or digital assets to return any kind of loan or credit to be taken within the Website (including its applicable interests) and that you will use those funds for legitimate purposes;
- n) you are not a Prohibited Person or a US Person. FOR PURPOSES HEREIN [(I) "PROHIBITED PERSON" SHALL MEAN A CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN CANADA, AFGHANISTAN, ALGERIA, BANGLADESH, BOLIVIA, CHINA, CUBA, EGYPT, THE ISLAMIC REPUBLIC OF

IRAN, INDONESIA, MACEDONIA, MOROCCO, NEPAL, PAKISTAN, QATAR, SAMOA, SAUDI ARABIA, VIETNAM, ZAMBIA OR ANY OTHER COUNTRY WHERE DIGITAL ASSETS OR TRADING OF DIGITAL ASSETS HAVE BEEN BANNED OR ARE BANNED AT THE DATE HEREOF, OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THOSE COUNTRIES, ANY COUNTRY WHERE DIGITAL ASSETS HAVE BEEN BANNED OR ARE BANNED DURING THE TERM OF THIS TERMS OR ANY PROVINCE THEREOF; (II) "U.S PERSON" SHALL MEAN A CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN THE UNITED STATES OF AMERICA, INCLUDING ITS STATES, TERRITORIES OR THE DISTRICT OF COLUMBIA, OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY STATE OR TERRITORY THEREOF OR THE DISTRICT OF COLUMBIA; and

o) You have an understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related digital assets storage mechanisms and blockchain technology.

1.3. The Website and the Digital Assets Service are global and by accessing and using them, you further represent that you are legally permitted to use the Digital Assets Service in your jurisdiction including owning cryptographic tokens of value, and interacting with the Site or the Digital Assets Service in any way. Persons or entities which are considered as citizen, resident or taxpayer in any jurisdiction that deems the cryptographic tokens offered through the Digital Assets Services as securities and/or requires registration with any securities agencies and/or in which the access or use of the Digital Assets Services is forbidden or restricted by law (especially but not limited to the countries above-mentioned in the definition of "Prohibited Person" or any area subject to their control), are prohibited from accessing and using the Digital Asset Service. You represent that you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that the Company or any of the Affiliates (as defined below) is not liable for your compliance with such laws. Finally, you represent and warrant that you will not use the Service for any illegal activity.

1.4. When accessing and using the Digital Assets Services, you must:

- a) not attempt to undermine the security or integrity of Tropykus's computing systems or networks or, where the Digital Assets Services are hosted by a third party, that third party's computing systems and networks;
- b) not use, or misuse, the Digital Assets Services in any way which may impair the functionality of such Digital Assets Services or Website, or other systems used to deliver the Digital Assets Services or impair the ability of any other user to use the Digital Assets Services or Website;

- c) not attempt to gain unauthorized access to the computer system on which the Website is hosted or to any materials other than those to which you have been given express permission to access;
 - d) not transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
 - e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Digital Asset Services or to operate the Website except in accordance with any license under which the Website or the Digital Assets Services may be subject (including any open source license or otherwise).
- 1.5. We reserve the right at our own discretion to suspend the Digital Assets Services (either totally or in a part) and/or to prevent you from accessing and using the Website and/or such Digital Assets Services. You acknowledge that we may or may not be in a position to provide information to you about the reasons for such closure or suspension. This may limit your access to your cryptocurrency assets.
- 1.6. It is your responsibility entirely to provide us with correct details of your Wallet and such other wallets involved in any transaction within the Digital Assets Services. We accept no liability resulting in you not receiving the digital assets loan or withdrawn due to you providing incorrect or out-of-date details. It is also your responsibility to ensure transactions sent to Tropykus are well-formatted and denominated in the correct currency. Tropykus excludes all liability for any incorrect transactions, including but not limited to digital assets sent to wrong addresses.
- 1.7. It is our responsibility to maintain an orderly platform and as such we may at our own discretion halt transactions on the Website due to platform disruption or other relevant external events. We exclude all liability for any claimed losses or profits lost as a result of us halting transactions.
- 1.8. Any digital asset that you transfer using the Wallet for the purpose of any transaction within the Digital Asset Service or any digital asset loan requested to Tropykus in the Website will be transferred into the smart contract behind the platform on a title transfer, free from any encumbrance and will not be held by us or any third party in a custodial or sub-custodial basis. By entering into any transaction using the Digital Assets Services you accept that all commercial actions that you execute in the Website (loans, deposits, between others) are final and irreversible and that Tropykus reserves the right to liquidate any operation at any time regardless of the profit or loss position.
- 1.9. Use of the Digital Assets Services or otherwise conducting transactions through the Website may be subject to fees, including handling fees, network transaction fees, costs and charges, and the Company's fees, costs and charges. You agree to pay any such fees, costs and charges, and authorize us to apply any digital assets which are available in your Wallet in satisfaction thereof from time to time as those fees, costs and charges arise. Without prejudice to any other rights, powers or authorities we may have under these Terms, you hereby agree that any digital assets transferred by using the Wallet will

be applied in respect of any payment of any fees, costs, charges or other amounts for which you may be responsible in respect of any transaction entered into within the Digital Assets Services, in accordance with the terms and condition ruling each transaction which shall be disclosed before you confirm it.

3. INTELLECTUAL PROPERTY.

- 3.1. The Website and the Digital Assets Service contain information that is protected by applicable intellectual property and other laws or licenses (including open source license, as applicable). Except as expressly authorized by the terms of such license and/or by the Company, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the service, in whole or in part.
- 3.2. By accessing the Website and downloading material (including contained in any temporary cache), you acknowledge that you do not acquire any intellectual property rights or ownership rights and may not resell any of the products or Digital Assets Services appearing on the Website, nor to hotlink, frame or otherwise present any version of the Website to any other person or entity, without Company's prior consent.
- 3.3. Company's reserves all proprietary rights regarding the Company's name and trademark and you may not use such name or trademark without Company's prior consent. You may display on a computer screen or print extracts from the Website only for personal purpose and provided that you retain any copyright and other proprietary notices or any Tropykus trademarks or logos, as shown on the initial printout or download without alteration, addition or deletion. Except as expressly stated herein, you may not without Tropykus's prior written permission alter, modify, reproduce, distribute or use in any other commercial context any materials from the Website.
- 3.4. We reserve the right to remove or disable access to any content or other materials from the Website that violates or may infringe any person's Intellectual Property Rights.

1. THIRD-PARTY LINKS AND WEBSITES.

4.1. The Website may contain links to third party websites (including all links related with the use of the Wallet within the Website) that are not affiliated or associated with Tropykus (although Tropykus branding, advertisements or links may appear on these websites) and Tropykus may send e-mail messages to you containing advertisements or promotions including links to third parties. Tropykus makes no representation as to the quality, suitability, functionality or legality of the material on third party websites that are linked to, or to any goods and services available from such websites. The material is only provided for your interest and convenience. Tropykus does not monitor or investigate such third party websites and you acknowledge and agree that Tropykus or any related entity shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any such third-party site or resource.

4.2. Under no circumstances are you to create a hyperlink to any of the pages on the Website, unless Tropykus provides you with its prior consent to do so. If you do create a link to any of the pages on the Website, you acknowledge that you are responsible for all direct or indirect

consequences of the link, and you indemnify Tropykus for all loss, liability, costs or expense arising from or in connection with the link.

5. SECURITY.

5.1. You may not violate or attempt to violate the security of this Website, the Digital Assets Services or any of the products or services described or contained herein. We may investigate occurrences which may involve such violations and may involve, and co-operate with, governmental, regulatory or law enforcement authorities in investigation and prosecuting persons who have participated in such violations.

5.2. You agree that it is your responsibility to install anti-virus software and related protections against viruses or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computers functionality or operation which may be transferred to your computer via this Website.

5.3. The Company may, at its sole discretion, offer additional security features as part of the Website, such as two-factor authentication (“2FA”). It is your responsibility to ensure and maintain continuous security and control over any device or account that gives access to the Website and the Digital Assets Services. Failure of any such security device or account may delay or restrict your access to the Website or the Digital Assets Services.

6. INFORMATION AVAILABLE IN THE WEBSITE.

6.1. The information, opinions and data on or provided through the Website or the Digital Assets Services may, in whole or in part, have been obtained from third party sources. Accordingly, we do not guarantee the accuracy, validity, timeliness or completeness of such information, opinions or data for any purpose.

6.2. You must seek the advice of professional advisors regarding the evaluation of any specific information, opinion, advice or other content, and acknowledge that you have had the opportunity to take such advice before using the Website or the Digital Assets Services.

7. COMPLIANCE WITH LAWS AND REGULATIONS

7.1. You agree and acknowledge that it is your responsibility to comply with all applicable laws and regulations relating to any Digital Assets Services or transactions you use through the Website, including without limitation the reporting of any transactions, and the calculation and payment of all applicable taxes within any jurisdiction relevant to your situation. If you have any doubts about whether or which laws and regulations apply to your circumstances, you should seek independent legal, accounting or taxation advice.

1.1. The Company is not responsible for collecting, reporting, withholding or remitting any taxes arising from any transaction you conduct with the Company, but will comply with any reporting or withholding obligations that apply to it. For that purpose, each time you access the Website or conduct a transaction with us, any information or representation you have made as to your tax residency is deemed to have been repeated at that time, and we will rely upon it for such reporting purposes, if required.

2. PROHIBITED USE.

You may not use the Digital Assets Service to engage in the following categories of activity ("**Prohibited Uses**"). The specific types of use listed below are representative, but not exhaustive. By opening using the Service provided here, you confirm that you will not use this Service to do any of the following:

- a) **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in any relevant country, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information
- b) **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Digital Assets Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent
- c) **Fraud:** Activity which operates to defraud the Company, the Digital Assets Services, other Users, or any other person; provide any false, inaccurate, or misleading information.
- d) **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law; use of Company's intellectual property, name, or logo, including use of Company trade or service marks, without express consent from Company or in a manner that otherwise harms Company; any action that implies an untrue endorsement by or affiliation with Company.

9. NOTICE TO USERS.

The following notices are duly given to Users and each person or entity accessing or using the Digital Assets Services shall be deemed to have been notified of the following:

- a) **Risk warning:** trading, borrowing or depositing digital assets carries a high level of risk, and is not suitable for everyone. Before deciding to borrow digital assets of, or deposit digital assets in, Tropykus or buy or sell digital assets you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with digital assets, and seek advice from an independent financial adviser should you have any doubts. Furthermore, there may be risks that are not disclosed in this disclaimer and any other terms or conditions that apply to our Website or the Digital Assets Services. You must carefully consider your financial situation and tolerance for risk before engaging in any activity involving digital asset trading. Independent, professional financial and legal advice must be sought where necessary.

- b) **Sophistication and Risk of Cryptographic Systems.** By utilizing the Digital Assets Service or interacting with the Website in any way, you represent that you understand the inherent risks associated with cryptographic systems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens, smart contract based tokens, and blockchain-based software systems. None of the Company or its affiliates own or control any of the underlying software through which blockchain networks are formed. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. By using the Digital Assets Service, you acknowledge and agree (i) that the Company or related entities are not responsible for operation of the underlying software and networks that there exists no guarantee of functionality, security, or availability of such software and networks; and (ii) that the underlying protocols are subject to sudden changes in operating rules (known as "**Forks**"), and that such Forks may materially affect the Digital Assets Service. It might be discretionarily decided not to support (or cease supporting) the Forked network entirely. You acknowledge and agree that the Company and its affiliates assume absolutely no responsibility whatsoever in respect of any underlying software protocols, whether Forked or not.
- a) **Risk of Regulatory Actions in One or More Jurisdictions.** The Digital Assets Service could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of the Company to continue to develop, or which could impede or limit your ability to access or use the Digital Assets Service or the blockchain network, including access to your funds. You agree that the Company or the Affiliates are not responsible for determining whether or which laws may apply to your use of the Digital Assets Service, including tax laws. You are solely responsible for reporting and paying any taxes arising from your use of the Digital Assets Service and you should seek professional advice regarding the applicable law or regulations.
- b) **Risk of Weaknesses or Exploits in the Field of Cryptography.** You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies and the Digital Assets Service, which could result in the theft or loss of your cryptographic tokens or property. To the extent possible, it is intended to update the protocol underlying the Digital Assets Service to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Digital Assets Service or accessing the Website, you acknowledge these inherent risks.
- c) **Volatility of Cryptocurrency.** You understand that Bitcoin and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the blockchain network. You acknowledge these risks and represent that the Company or any related entity or person cannot be held liable for such fluctuations or increased costs.
- a) **Application Security.** You acknowledge that the Digital Assets Service is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Digital Assets Services. This warning and others later provided by the Company in

no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Digital Assets Service.

a) **Website Accuracy.** Although it is intended to provide accurate and timely information on the Site and other tools making up the Digital Assets Service, the Site or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site or relevant tools are your sole responsibility and the Company shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by any entity. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Site or available via other relevant tools.

a) **Technical Knowledge.** Any use or interaction with the Digital Assets Services requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills.

b) **No advice:** any opinions, news, research, analyses, prices or other information contained on or through this Website is provided as general market commentary, and does not constitute investment or financial advice, nor should it be relied on for any investment decision. We will not accept liability for any loss or damage, including but without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information. The contents of any communications from us may have been prepared by personnel of the Company and/or by other divisions or entities. The material does not purport to be, and is not intended to be a “research report”, “investment research” or “independent research” as may be defined in applicable laws or regulations worldwide. It is intended for your general information about market conditions and recent events only, and neither we nor any individual sender is soliciting any particular action or transaction based upon it. Such communications do not represent investment advice, and does not take into account any specific circumstances of any recipient. Any information provided by us or the individual sender should not form the primary basis for any decision that you may take in relation to the matters referred to therein. We have not taken any steps to verify the adequacy, accuracy, completeness or suitability of any information or written material provided to you. You are solely responsible for any investment or purchasing decisions, and should carefully review any information or written material that you receive. You should perform any due diligence that is necessary and appropriate in your own personal circumstances, including consultation with independent legal, tax, accountancy and other professional advisors.

c) **No representations:** no representation or warranty is given as to the achievement or reasonableness of any plans, future projections or prospects and nothing on this Website should be relied upon as a promise or representation as to the future.

d) **Risks associated with internet-trading and distributed ledger networks:** there are risks associated with utilizing an internet-based system, such as the Digital Assets Services,

including, but not limited to, the failure of hardware, software, internet connections and distributed ledger networks. Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic, or incorrect data transmission due to the public nature of the Internet. Please exercise caution, and confirm any relevant details/communications by other means if you have any doubt about the accuracy of this communication. As we do not control the reliability or availability of the internet or of any distributed ledger network, we cannot be responsible for communication failures, distortions or delays when operating via the Internet.

e) **f. No third-party affiliation or endorsements:** References in the Website or through the Digital Assets Services to specific companies and platforms are for illustrative purposes only. Except as expressly described on the Website or otherwise notified in writing, the use of any company and/or platform names and trademarks does not imply an affiliation with, or endorsement by, any of those parties.

10. DISCLAIMER.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE DIGITAL ASSET SERVICE IS AT YOUR SOLE RISK. THE COMPANY AND ALL PERSONS, ENTITIES, AGENTS, AND VOLUNTEERS INVOLVED WITH THE CREATION OF THE WEBSITE AND THE DIGITAL ASSETS SERVICES ("AFFILIATES") MAKE NO AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND WITH RESPECT TO THE DIGITAL ASSETS SERVICE, THE COMPANY, THE AFFILIATES AND ALL RELATED ENTITIES AND AGENTS SPECIFICALLY DO NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SECURITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THE COMPANY, THE AFFILIATES OR ANY RELATED ENTITIES OR AGENTS DO NOT REPRESENT OR WARRANT THAT THE DIGITAL ASSETS SERVICE AND ANY RELATED INFORMATION ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED HEREIN OR APPLICABLE PROVISIONS OF LAW OR EQUITY OR OTHERWISE, THE PARTIES HEREBY AGREE TO ELIMINATE ANY AND ALL FIDUCIARY DUTIES THAT THE COMPANY, THE AFFILIATES OR ANY RELATED ENTITIES AND AGENTS MAY HAVE TO THE USER, ITS AFFILIATES, OR THE END USERS OF THE DIGITAL ASSETS SERVICE, THE SITE OR ITS CONTENT, PROVIDED THAT SUCH EXCLUSION OR LIMITATION OF LIABILITY SHALL NOT EXTEND TO MISAPPROPRIATION OF ASSETS OR FUNDS OF THE USERS, ITS AFFILIATES, OR THE END USERS OF THE SERVICES, SITE OR ITS CONTENT OR OTHER ACTS OR OMISSIONS THAT CONSTITUTE A BAD FAITH VIOLATION OF THE IMPLIED CONTRACTUAL COVENANT OF GOOD FAITH AND FAIR DEALING.

10. LIMITATION OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT THE SITE AND THE DIGITAL ASSETS SERVICE ARE ON AN EXPERIMENTAL STAGE. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND SERVICE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICE IS AT

YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ANY RELATED ENTITIES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF ANY OF THE COMPANY OR RELATED ENTITIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SITE OR THE DIGITAL ASSETS SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR THE DIGITAL ASSETS SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR THE DIGITAL ASSETS SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE DIGITAL ASSETS SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR THE DIGITAL ASSETS SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE OR THE DIGITAL ASSETS SERVICE.

11. INDEMNITY.

YOU AGREE TO RELEASE AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, THE AFFILIATES AND ANY RELATED ENTITIES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND REPRESENTATIVES OF ANY OF THE FOREGOING ENTITIES, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, EXPENSES, DAMAGES, COSTS (INCLUDING ATTORNEYS' FEES, FEES OR PENALTIES IMPOSED BY ANY REGULATORY AUTHORITY AND COURT COSTS) CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER ARISING OR RESULTING FROM YOUR USE OF THE DIGITAL ASSETS SERVICE, YOUR VIOLATION OF THESE TERMS, YOUR VIOLATION OF ANY LAW, RULE, OR REGULATION, OR THE RIGHTS OF ANY THIRD PARTY, AND ANY OF YOUR ACTS OR OMISSIONS THAT IMPLICATE PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. EACH OF THE COMPANY AND THE AFFILIATES RESERVE THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND, IN SUCH CASE, YOU AGREE TO COOPERATE WITH THE COMPANY AND/OR THE AFFILIATES IN THE DEFENSE OF SUCH MATTER.

12. TERMINATION AND SUSPENSION

The Company may terminate or suspend all or part of the Digital Assets Service immediately, without prior notice or liability. Upon termination, your right to use the Digital Assets Service will immediately cease.

The following provisions of the Terms survive any termination of these Terms: INDEMNITY; DISCLAIMER; LIMITATION OF LIABILITY; PROPRIETARY RIGHTS; LINKS; TERMINATION; ARBITRATION.

13. MODIFICATION OF TERMS OF USE.

These Terms may be discretionarily modified or replaced at any time, unless stated otherwise herein. The most current version of these Terms will be posted on the Site with the "Last Revised" date at the top of the Terms changed. Any changes or modifications will be effective immediately upon posting the revisions to the Site. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right you may have to receive specific notice of such changes or modifications. Use of the Digital Assets Service by you after any modification to the Terms constitutes your acceptance of the Terms as modified. If you do not agree to the Terms in effect when you access or use the Service, you must stop using the Digital Assets Service.

15. SEVERABILITY.

If any of these Terms are determined to be illegal, invalid or otherwise unenforceable, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it will be severed and deleted from these Terms and the remaining Terms will survive, remain in full force and effect and continue to be binding and enforceable.

16. NO WAIVER.

Where applicable, the Company's failure, delay or neglect in exercising any right, power, privilege, election or discretion under these Terms shall not operate as a waiver thereof.

17. STATUTE OF LIMITATIONS.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Digital Assets Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

18. GOVERNING LAW

These Terms are governed by the laws in force in British Virgin Island, without regard to the provisions of conflict of law.

19. ARBITRATION.

Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms will be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said Rules. The arbitration proceedings shall be conducted in the English language and the seat of the arbitration shall be the British Virgin Islands. The arbitrators appointed in connection herewith shall be knowledgeable in the laws of the British Virgin Islands and crypto-economy matters. Such arbitrators must also be fluent in the English language. All submissions and awards in relation to arbitration under these Terms shall be made in English, and all arbitration proceedings and all pleadings shall be in English. Any award shall be final and not subject to appeal and the parties waive all rights to challenge any award of the arbitrators under this Section. Any award may be entered or presented by any of the parties for enforcement in any court of competent jurisdiction sitting in the British Virgin Islands, and the parties hereby consent to the jurisdiction of such court solely for purposes of enforcement of any award.

20. LANGUAGE.

In the case of a discrepancy between the English version and any other language version in respect of these Terms, the Website or the Digital Assets Services, the English version prevails.

21. ENTIRE AGREEMENT.

Except otherwise established by the Company, these Terms constitute the agreement between the parties and supersedes any prior agreement or document between the Company and Users, either in oral or writing. All other information provided on the Website or oral/written statements made are provided for guidance only and does not constitute a legal agreement between the parties.

Notwithstanding the foregoing, these Terms are to be read in conjunction with (and subject to) any country or product annexes, where applicable, that may be published by the Company in the Website from time to time.

22. QUESTIONS?

If you have any questions in relation to the above, please contact us at the e-mail address **support@tropykus.finance** or in our Telegram channel **@tropykus** before continuing to access the Website or the Digital Assets Services.