

TERMS OF USE

Last Revised: 21st of September 2020

By accessing or using the Tokenomica website and/or API located at **vfa.tokenomica.com** (the "Site") and any services made available through the Site and affiliated websites, if any, (collectively, the "Services"), you ("User" and collectively with others using the platform "Users") agree to be bound by these Terms of Use ("Terms"). The Services are owned and controlled by Tokenomica Malta Limited, a company organized under the laws of Malta ("Tokenomica"), and the terms "we," "us," and "our" refer to such legal entity. Certain Services may be performed by different parties, including subsidiaries or affiliates of Tokenomica, and in such event Tokenomica will notify you of the name of such service provider. These Terms affect your legal rights and obligations, including your right to file a lawsuit in court and to have a jury hear your claims. If you do not agree to be bound by these Terms, do not access or use the Services.

Tokenomica reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Site, at any time and from time to time at its sole discretion without your prior consent. We will provide notice that a change has been made to these Terms by posting the revised Terms to the Site and changing the "Last Revised" date at the top of the Terms, and by emailing Users at their provided email addresses, or by any other means as determined by Tokenomica. Subject to applicable law, the method of notification will be left to Tokenomica's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances, unless Tokenomica is duty bound to do so under any applicable law. Any changes or modifications will be effective immediately upon posting the revisions to the Site or at the instant that Tokenomica transmits the information to the Users (e.g. via email). These changes will apply at that instant to all then current and subsequent uses of the Site. Your continued use of this Site acts as acceptance of such changes or modifications. If you do not agree to the Terms in effect when you access or use the Site, you must stop using the Site.

PREAMBLE

Tokenomica provides an online service (the "Platform") that allows Users to exchange between themselves different tokens, which are digital units resulting from the records in blockchain or other type of distributed ledger (collectively, "Tokens").

Tokenomica does not deal in, advise on or arrange deals in Tokens that fall within the classes of assets, rights and interests of the types determined as Financial Instruments for purposes of applicable laws and regulations of Malta. The Financial Instrument Test, as well as corresponding Guidance Notes can be found at the official website: <https://mfsa.com.mt/pages/viewcontent.aspx?id=680>

Tokenomica does not take custody of users' private keys to their Tokens, nor provides any other services different from the ones indicated in present section.

Definitions

"**Account**" has the meaning given to it in Clause 2.

"**Agreement**" means this online agreement You have entered into with Tokenomica for Your use of any Services.

"**Applicable Law**" means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

"**Confidential Information**" means information regarding Tokenomica's products or services, including but not limited to the Services, documentation, software, trade secrets embodied therein and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or

proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Confidential Information shall not include information which, as demonstrated by the receiving party, is: (i) publicly available, (ii) lawfully obtained by a party from third parties without restrictions on disclosure, or (iii) independently developed by a party without reference to or use of Confidential Information.

"Digital Asset" may refer to a Bitcoin, or any other digital asset, cryptocurrency, virtual currency or tokens offered for purchase, sale and trade through Tokenomica.

"Force Majeure" means any event or circumstance, or any combination of events or circumstances, which are not attributable to Tokenomica, including but not limited to malfunctions of the internet or other telecommunications facilities, failures by (third) parties on which Tokenomica depends when providing the Services, the defective condition of items, equipment, software, Personal Data, or other materials which You have instructed Tokenomica to use and/or the non-availability of one or more members of staff (due to illness, strikes or otherwise).

"Intellectual Property Rights": any and all, rights, titles and interests associated with any copyrights, works, inventions, patents, utility models, trademarks, trademark registrations, trade names, trade secrets, know-how, technology, discoveries, improvements, processes, techniques, software, code, data (including all associated inchoate rights), whether or not patentable, and any ancillary, corresponding, continuation derivative work, improvement, modification, update, upgrade or enhancement of any of the foregoing.

"Personal Data" means any information relating to an identified or identifiable natural person, whether acting as a consumer or otherwise.

"Privacy Policy" refers to Tokenomica's privacy policy which can be found at <https://files.tokenomica.com/main/privacy-notice.pdf>

"Term" means the duration of your Agreement, commencing on the date on which you have accepted an offer from Tokenomica and in force until expiration or termination of the Agreement for the Services.

"Website" means the website Tokenomica.com, and any other websites, including sub-domains, owned or operated by Tokenomica from time to time.

1. ELIGIBILITY

By accessing or using the Site, you represent and warrant that you are at least 18 years old and have not previously been suspended or removed from the Site. You also represent and warrant that you (i) are not a citizen or entity of; (ii) are not formed in; (iii) do not reside in; (iv) are not located in; (v) do not have a place of business in; and (vi) are not conducting business in (any of which makes you a "Resident") in a Restricted State, the list of Restricted States can be found [here](#). You also represent and warrant that you did not also acquire any Tokens within a Restricted State and will not transfer any Tokens acquired on the Site to a Resident of a Restricted State or within a Restricted State. You confirm that you are entering into these Terms on an unsolicited basis and are not aware of and are in no way relying on, and did not become aware of the Services through or as a result of, from or in any Restricted State pursuant to any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet in any Restricted State. [The list of Restricted States](#) is subject to change at any time. In the event a state becomes a Restricted State, Tokenomica will provide Users residing in that state with notice via email, a notification on our Site, or other means as we deem necessary, regarding their access to the Services.

You represent and warrant that you are not: (a) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, (b) identified as a "Specially Designated National," or (c) placed on the U.S. Commerce Department's Denied Persons List. You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms.

Finally, you represent and warrant that you will not be using this site for any illegal activity, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransomware, data pump-and-dump schemes, or the financing of terrorism, or other violent activities.

Tokenomica, either in its sole discretion or due to legal or regulatory requirements may not make the Services, in whole or in part, available in any market

2. ACCOUNT AND INITIAL FUNDING; THIRD PARTY TRANSFERS

In order to access and use the Services, you must create an account with Tokenomica (an "Account").

As part of the registration process, (i) You will need to accept and agree to be bound by the terms of these Terms of Use, (ii) You may be required to provide Personal Data (such as your name, date of birth, a copy of valid ID, a photograph, location and e-mail address) which We will process in accordance with our Privacy Policy and (iii) fulfill certain identity verification steps.

You agree to: (a) provide accurate, current and complete information when creating the Account; (b) maintain and promptly update your Account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer, tablet, or mobile device; (d) promptly notify Tokenomica if you discover or otherwise suspect any security breaches related to the Site or your Account; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

From time to time you might be asked to update your Account information in order to make it accurate, current and complete. Failure to keep accurate, up-to-date, and complete Account information may result in suspension and/or blocking your access to the Platform and other Tokenomica services.

You further agree not to share your user credentials to access your Account with any other person for the purpose of facilitating their unauthorized access to Tokenomica Platform and other services. We will consider all activities conducted on your Account to have been authorized by you. You alone are responsible for any acts or omissions that might occur through the use of your user credentials and your Account. We reserve the right to suspend and/or block your access to the Platform and other Tokenomica services, and/or put a temporary hold on transactions with Tokens in your Account(s) upon suspicion of any unauthorized access or use, or any attempt thereof, including request for change of user credentials, by anyone using your user credentials and/or your Account.

You must provide Tokenomica with a valid email address and the following information to create an Account:

For individuals:

- 1) Full name, permanent address, date and place of birth, nationality and occupation;
- 2) Identification document, which bear a photograph of the applicant, e.g.
 - a. Current valid passport;
 - b. Government issued photo bearing ID card;
 - c. Provisional or full drivers licence bearing the photograph and signature of the applicant; or
- 3) A recent utility bill or bank statement under your name, preferably in English, which shall not be older than 3 months, to serve as verification of the name and address of the User.

For corporate clients:

- 1) Original or certified certificate of Incorporation or equivalent, details of the registered office, and place of business;
- 2) An explanation of the nature of the applicant's business, the reason for the relationship being established, an indication of the expected turnover, the source of funds, and a copy of the last available financial statements where appropriate;
- 3) Satisfactory evidence of the identity of each of the legal owners and beneficial owners;
- 4) Evidence of the authority to enter into the business relationship (e.g. a copy of the Board Resolution authorizing the account signatories in the case of a bank account);
- 5) Copies of Powers of Attorney, or any other authority, affecting the operation of the account given by the directors in relation to the company;
- 6) Identification and verification the names and addresses of any natural persons having Powers of Attorney or the authority to act on behalf of the company;
- 7) Copies of the list/register of directors; and
- 8) Satisfactory evidence of identity for directors, one of whom should, if applicable, be an executive director where different from account signatories.

In certain circumstances, we may require you to provide us with additional information about yourself or your business, provide records and complete additional verification steps.

From time to time we may be required to request further information regarding your transactions in order to comply with applicable law and regulation and our own policies. Failure to provide such information in a timely fashion may result in the suspension of your ability to use the Services (until you provide such information) or the closure of your Account.

We reserve the right to maintain your account registration information after you close your Account for business and regulatory compliance purposes, subject to applicable law, regulation and our Privacy Policy; for example, we may be subject to various AML and CTF regulations which, in a number of jurisdictions, require us to retain personal data for a minimum period of five (5) years following the closure of your Account.

You agree to keep your information, including email address on file with us updated. You may withdraw your consent to receive emails by sending a withdrawal notice to Tokenomica (for more details, refer to our [Privacy Policy](#)) understanding that Tokenomica may suspend or terminate your ability to use the Services, should such withdrawal notice materially affect Tokenomica's ability to provide you with access to the Site. You understand and agree that if Tokenomica sends you an electronic communication but you do not receive it because your email address on file is incorrect or out of date, or because our email is blocked by your service provider or intercepted by your spam filter, or you are otherwise unable to receive electronic communications, Tokenomica will be deemed to have provided the communication to you regardless and irrespective of any of the possible events as aforementioned.

Users can exchange Tokens for other Tokens or for money (aka "fiat currency" or "fiat"). Availability of any exchange pairs at any moment is established by Tokenomica's sole discretion and may be changed from time to time. If any Tokens previously supported by Tokenomica will become unavailable for exchange, Tokenomica will notify users via email or accounts in social media.

In order to fund your Account and begin trading, you will need to first lawfully procure Funds (including Tokens). Once procured, you must send Funds to the address provided by Tokenomica and wait for the balance to appear in your Account. It is your responsibility to ensure you send Funds to the correct address provided to you. If you do not do so, your Funds may never be recovered. Tokenomica makes no representations or warranties regarding the amount of time that may be required to complete transfer of your Funds from a third-party wallet or other source and have such Funds become available in your Account.

When funding your account, your deposit may be rejected by Tokenomica for compliance reasons. In such a case, your Funds shall be returned to your address which was used for deposit. In case of BTC deposits from multiple BTC addresses, the Funds shall be returned to each of your address used for the deposit purposes proportionally.

When you elect to transfer Tokens from your Account to a third-party wallet or other location, it is always possible the party administering the new location may reject your transfer or that the transfer may fail due to technical or other issues affecting our platform. You agree that you shall not hold Tokenomica liable for any damages arising from a rejected transfer, unless such rejected transfer is deemed to be imputable to any negligence and/or fault directly resulting from an act of commission and/or omission by Tokenomica.

In certain cases, your deposit might be rejected based on the limitations and restrictions established by the Issuer itself. Tokenomica shall not be held liable for such rejections.

Tokenomica reserves the right to limit the number of Accounts that any User or such User's affiliates can open or hold.

Tokenomica reserves the right, at its sole discretion, to permanently or temporarily suspend or modify Your access to and use of (any of) the Services, without due notice (unless notice is required under Applicable Law), and for any reason, including but not limited to:

- (a) during planned or unplanned downtime for upgrades and/or maintenance to the Services;
- (b) in case of the occurrence of a Force Majeure event;
- (c) that the risk (or perceived risk) of money laundering, terrorist financing, sanctions violations or any other integrity risk is deemed unacceptable by Tokenomica;
- (d) if Tokenomica suspects or detects any malicious code, software or a security issue, connected to Your Account or Your use of the Services;
- (e) if You breach the Agreement or Terms of Use and such breach is not cured: within fourteen (14) business days commencing on the date of a written notice of default; or
- (f) if You breach the Agreement or Terms of Use and such breach is not capable of being cured with immediate effect.

The above-mentioned clauses are subject to regulatory/legal limitations which may, from time to time, be imposed by any regulatory body and/or authority and/or law and/or court of law, including those pertaining to the fields of anti-money laundering and funding of terrorism practices and standards. In this respect, in the case of any breach of these Terms due to Tokenomica's adherence to such applicable laws, regulations, court orders, and/or rules, Tokenomica shall not be deemed to be liable for any loss suffered by the User.

3. PRIVACY POLICY - Data Protection

Your privacy is important to us. We only share your information with third parties as outlined in our Privacy Policy or as otherwise required or permitted to do so by applicable law, including in compliance with law enforcement, court orders, or identity verification or legal reporting obligations, in each case to be determined in Tokenomica's sole judgment.

Tokenomica shall process Personal Data it obtains as part of the performance of this Agreement in accordance with the applicable data protection and privacy laws and as set out in Our Privacy Policy.

Tokenomica may provide further information and details on how it processes Personal Data in its Privacy Policy or similar notice, available [here](#). Such statement or similar notice will prevail over these Terms of Use.

4. CONFIDENTIALITY OF THE TRANSMISSION OF INFORMATION OVER THE INTERNET

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks may not always be secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, Tokenomica does not assume any liability for any loss or damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Platform or e-mail with Tokenomica containing your personal information. While Tokenomica will make all commercially reasonable efforts to safeguard the privacy of the information you provide to Tokenomica and will treat such information in accordance with Tokenomica's Privacy Policy, in no event will the information you provide to Tokenomica be deemed to be, confidential, create any fiduciary obligations for Tokenomica, or result in any liability for Tokenomica in the event that such information is accessed by third parties without Tokenomica's consent.

5. RISK DISCLOSURE STATEMENT

Tokenomica provides a Virtual Financial Asset Exchange service which is limited to an execution-only service and does not advise on the merits of any particular transactions or their tax consequences. As a general matter, Users should be aware of the following prior to utilizing our Services.

Trading Tokens can be extremely risky. Each particular Token has a unique feature set that makes it more or less likely to fluctuate in value. In addition, factors beyond Tokenomica's control may affect market liquidity for a particular Token, such as regulatory activity, or unexplainable price volatility. Blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. Tokenomica does not assume the risk of losses due to trading or due to factors beyond its control regarding the viability of specific blockchain networks. As a general matter, we advise Users with limited trading experience and low risk tolerance not to engage in active trading. Speculating on the value of Tokens is high risk and Users should never trade more than they can afford to lose.

Understanding Tokens requires advanced technical knowledge. Tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography, computer science, and economic theory to appreciate inherent risks. Listing of a Token on Tokenomica does not indicate approval or disapproval of the underlying technology regarding any Token, and should not be used as a substitute for your own understanding of the risks specific to each Token. We give you no warranty as to the suitability of the Tokens traded under these Terms and assume no fiduciary duty in our relations with you.

You accept the risk of trading Tokens. In entering into any transaction on the Platform, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the transaction and the underlying Tokens. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction or any underlying Token.

You are responsible for complying with applicable law. You agree that Tokenomica is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your use of the Services.

The obligation not carrying out any transactions which would require prior authorisation from the competent authority rests with each and every User. Tokenomica is not assessing suitability and/or appropriateness for any particular Users to be able to trade on the Platform.

It is the obligation of each and every User to seek authorisation where necessary, and Tokenomica disclaims any regulatory consequence or liability on the part of the Users arising therefrom.

You are aware of and accept the risk of operational challenges. Tokenomica may experience sophisticated cyber attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions, delays and outages in the Service from time to time. You understand that the Service may experience operational issues that lead to delays on our platform. You agree to accept all costs of the above mentioned risks including those resulting from sophisticated attacks. You agree not to hold Tokenomica accountable for any related losses.

Tokenomica does not advice on trading risk. Tokenomica does not provide trading recommendations, market commentary, price predictions, or any other advice and assumes no obligation of truth or due diligence on behalf of Tokenomica or its representatives if such information was incidentally provided. For greater certainty, Tokenomica does not provide any investment commentary or advice.

Tokenomica must comply with applicable law. Applicable law, regulation, and executive orders may require Tokenomica to, upon request by government agencies, freeze withdrawals or trading (or both), or provide information regarding your account. Further, our recordkeeping and customer verification procedures are subject to change at any time as required by law or industry practices. We must comply with the law and you accept any inconveniences to you or other consequences resulting from our compliance.

Users accept all consequences of sending Tokens to an address off our Platform. Token transactions may not be reversible. Once you send Tokens to an address, you accept the risk that you may lose access to your Tokens indefinitely. For example, an address may have been entered incorrectly and the true owner of the address may never be discovered, or an address may belong to an entity that will not return your Tokens, or an address belongs to an entity that may return your Tokens but first requires action on your part, such as verification of your identity. All such malfunctions, mistransfers, errors, or other mishaps shall not be within Tokenomica's sphere of responsibility.

Users accept all risks associated with making peer-to-peer transactions on our Platform. Due to the decentralized nature of certain elements of our Platform, the matching of orders in very rare cases may not lead to their execution. In such rare cases the orders might disappear as if they were explicitly cancelled or never placed, meaning that the amount placed into order will remain on User's account. You agree not to hold Tokenomica accountable for any related lost profit in such cases.

You are aware and accept the risks pertaining to forked networks. You understand that the underlying protocols are subject to sudden changes in operating rules (a/k/a "Forks"), and that such Forks may materially affect the value, function, and/or even the name of the Tokens you store in your Account. You agree to accept all costs of the above mentioned risks. You agree not to hold Tokenomica accountable for any related losses.

6. LIMITED LICENSE; FEES

Tokenomica grants you a limited, nonexclusive, nontransferable license, subject to these Terms, to access and use the Services, and the content, materials, information, and functionality available in connection therewith (collectively, the "Content") solely for information, transactional, or other approved purposes as expressly permitted by Tokenomica from time to time. Any other use of the Services or Content is expressly prohibited. All other rights in the Platform or Content are reserved by us and our licensors. You will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Content or any other part of the Services or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you will not frame or display the Site or Content (or any portion thereof) as part of any other web site or any other work of authorship without the prior written permission of Tokenomica. If you violate any portion of these Terms, your permission to access and use the Platform may be suspended and/or terminated immediately pursuant to these Terms. In addition, we reserve the right to avail ourselves of all remedies available at law and in equity for any such violation. "Tokenomica", and all logos related to the Services or displayed on the Site are either trademarks or registered marks of Tokenomica or its licensor. You may not copy, imitate or use them without Tokenomica's prior written consent.

You will not, nor will You authorize or encourage any third party to:

- (i) use the Services to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Tokenomica;
- (ii) use any robot, spider, other automated device, or manual process to monitor or copy any content from the Services;

- (iii) use or attempt to use another User's Account without the necessary authorisation(s).

You shall pay all fees in accordance with the specifications laid down in the Fee Policy. You acknowledge that with respect to several Services, a Service is only rendered after a fee has been paid, as indicated in the Fee Policy. In consideration for the use of the Services, you agree to pay to Tokenomica the fees as set forth in our Fee Policy available at <https://tokenomica.com/fee-policy>, which is an integral part of the Terms and may be revised or updated by Tokenomica in its sole discretion from time to time. You authorize Tokenomica to deduct any applicable fees from your Account at the time you make a given transaction. Changes to the Fee Policy are effective as of the date set forth in any revision and will apply prospectively from that date forward. If You fail to pay, in addition to Tokenomica's other remedies, Tokenomica may suspend or terminate access to and use of the Services.

Tokenomica does not, as a general rule, participate in promotions without an official announcement, either on our Site or elsewhere. You hereby bind yourself to obtain prior written approval prior to releasing any statements, written media releases, public announcements and public disclosures, including promotional or marketing materials, relating to Tokenomica.

7. ATTACKS ON BLOCKCHAIN NETWORKS

Tokenomica does not have any ability to prevent or mitigate attacks on blockchain networks. With respect to its platform, Tokenomica reserves the right to take the following reasonable actions in the event of an attack: (i) If Tokenomica is able to confirm that a Token active on the Platform has been compromised or is under attack, Tokenomica may immediately halt trading, deposits, and withdrawals for such Token; (ii) if it is determined that such an attack caused the Token to greatly decrease in value, Tokenomica may discontinue trade activity on such Token entirely. Tokenomica does not have any obligation to engage in activity in relation to attacks on blockchain networks.

Resolutions concerning deposits, withdrawals, and User balances for an attacked Token will be determined on a case-by-case basis by Tokenomica in its sole discretion. To the maximum extent permitted by applicable law, Tokenomica makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen Tokens or other property, whether or not Tokenomica was negligent in providing the proper security.

8. Anti-Money Laundering (AML) & Know Your Customer (KYC)

Tokenomica aims to conduct its business in accordance with all applicable anti-money laundering (AML) laws and regulations.

Tokenomica may engage a third-party service providers to assist with the performance of its AML / KYC requirements.

In creating its policies and procedures to combat money laundering that will apply to the particular operations of the Platform, you agree that Tokenomica will:

- conduct KYC checks and sanctions screening on all Users;
- not permit Users to deposit or trade privacy coins, securities or any other financial instruments on the Platform;
- utilise rule-based protocols to monitor for suspicious activities and trades on the Platform; and
- adhere to self-regulatory standards advocated by leading cryptocurrency exchange associations and other "industry-wide" best practices, provided that such self-regulatory standards and/or other "industry wide practices" do not run contrary to any applicable law and/or regulation.

If a User or a User's transaction is flagged as suspicious through any of our internal controls, Tokenomica may require additional proof of identification from the User and has the right to not permit any trades,

deposits, and/or withdrawals until additional and verifiable proof of identity satisfactory to Tokenomica in its sole discretion is received and Tokenomica has approved the User for use of the Platform.

By agreeing to our Terms, you acknowledge and understand that Tokenomica maintains verification levels which require User participation and verification in order to obtain, with leveled permissions based on User-supplied information, our ability to verify it, and our internal policies.

You accept that you may not be able to provide Tokenomica with a desired level of verification, and Tokenomica reserves the right to determine, at its sole discretion, the appropriate verification level and criteria for any User, as well as the right to downgrade Users without prior notice. Tokenomica may, from time to time, implement policies restricting verification levels and criteria by nationality, country of residence, or any other factor. This may affect your ability to withdraw Tokens and you agree to indemnify, defend and hold harmless Tokenomica from and against any losses associated with an inability to deposit and/or withdraw Tokens based on the verification level assigned by Tokenomica to your Account.

9. THIRD PARTY CONTENT

Tokenomica, its affiliates, and its Users may provide third party content on the Site and may provide links to web pages and content that are not owned or controlled by Tokenomica (collectively the "Third Party Content") as a service to those interested in this information. Tokenomica does not control, endorse, or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including but not limited to its accuracy or completeness. You acknowledge and agree that Tokenomica is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. You acknowledge that your use of such Third Party Content is at your own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third parties. Tokenomica is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Site.

10. COPYRIGHT OF FEEDBACK MATERIALS

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide on our Platform or one of our social media accounts, regarding Tokenomica or the Services (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of Tokenomica. Tokenomica will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Tokenomica grants You a non-exclusive, perpetual and non-transferable license to use the Services, solely for User's internal business operations (and not to resell or otherwise distribute), unless specified otherwise in the applicable Agreement.

11. USER CONDUCT AND OBLIGATIONS

Users are allowed to have only one Account opened in their name on the Platform. You are responsible for maintaining the security and confidentiality of any login information associated with the account You use to access the Services, and any Account backups, and other authentication credentials. You are responsible for all activities that occur under Your account.

In connection with your use of the Services and in addition to the list of prohibited activities in Section 1 above, you will not:

- Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services;
- Provide false, inaccurate, incomplete or misleading information;
- Infringe upon Tokenomica's or any third party's copyright, patent, trademark, or intellectual property rights;
- Distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters;
- Use a web crawler or similar technique to access our Services or to extract data;
- Reverse engineer or disassemble any aspect of the Site or Services in an effort to access any source code, underlying ideas and concepts, and algorithms;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- Transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- Otherwise attempt to gain unauthorized access to the Site, other Tokenomica Accounts, computer systems or networks connected to the Site, through password mining or any other means; or
- Transfer any rights granted to you under these Terms.

You shall not engage in any activity that disrupts, interferes or negatively affects any of the Services, including (i) inhibiting any other users from making use of the Services, and (ii) any such interference with any of the servers and/or networks to which the Services or Wallet are located or connected. Such activity is strictly prohibited.

You undertake an obligation to make any deposits and / or withdraws of funds on the Platform using only wallets which you own and are under your exclusive possession.

12. NO TRANSFERABILITY

While the Account and the Services provided to a User are not transferable under any circumstance and shall be used only by the User, Tokenomica shall have the right to transfer, assign, or sell all the rights, benefits, or obligations to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of Tokenomica or its lenders, if any.

13. ELECTRONIC TRADING TERMS

Tokenomica does not own or control any of the underlying software through which blockchain networks are formed and Tokens are created and transacted. 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 Services, you acknowledge and agree (i) that Tokenomica is not responsible for operation of the underlying software and networks that support Tokens and that Tokenomica makes 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 (a/k/a "Forks"), and that such Forks may materially affect the value, function, and/or even the name of the Tokens you store in your Account. In the event of a Fork, you agree that Tokenomica may temporarily suspend the Services (with or without advance notice to you) and that Tokenomica may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the Forked network entirely, provided, however, that you will have an opportunity to withdraw Tokens on at least one of still existent underlying networks. You acknowledge and agree that Tokenomica assumes absolutely no responsibility whatsoever in respect of any underlying software protocols, whether Forked or not.

Tokenomica may delist a Token at any time in its sole discretion based on a number of factors, one of which may include changes in a given Token's characteristics after Tokenomica has listed the Token. In the event Tokenomica delists a Token, Tokenomica will not be responsible for any costs or expenses you may incur with respect to such Tokens being in your account.

A transaction on the Platform may fail for several reasons, including but not limited to change in seller prices or unanticipated technical difficulties. Tokenomica is under no circumstances liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner, unless such loss or injury is the result of any misconduct, fraud and/or gross negligence committed by Tokenomica. Further, Tokenomica is in no way responsible for notifying you of a transaction failure. The User has full responsibility to determine and inquire into the failure of any transaction the User initiates.

In the event that you receive any data, information, or software through our Services other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information, or software.

If you request a withdrawal of Tokens and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal.

Tokenomica may refuse to execute a trade, impose trade amount limits or restrictions at any time in its sole discretion without notice. Specifically, Tokenomica reserves the right to refuse to process, or the right to cancel or reverse, any transaction or disable a User's deposit address on the Platform where Tokenomica suspects the transaction involves money laundering, terrorist financing, fraud, or any other type of crime or if Tokenomica suspects the transaction relates to a prohibited use as stated in our Terms, including transactions involving the opening of an Account and subsequent closure without any actual trading occurring. Tokenomica provides deposit Accounts to enable trading using the Services and does not allow Users to use such Accounts as a web wallet or address changing service. We reserve the right to halt deposit activity at our sole discretion. A User may not change, withdraw, or cancel its authorization to make a transaction, except with respect to partially filled orders.

Tokenomica provides its Users with a platform that allows their orders to be matched with the orders of other Users. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.

The Tokens that are available for purchase through the Services may be subject to high or low transaction volume, liquidity, and volatility at any time for potentially extended periods. You acknowledge that while we are using commercially reasonable methods to provide exchange rate information to you through our Services, the exchange rate information we provide may differ from prevailing exchange rates made available by third parties. Similarly, while all reasonable effort will be made to show live trade feed data, the actual market rate at the time of your trade may be different from the indicated prevailing rate depending on the velocity of trading in the Tokens involved in your trade. You agree that Tokenomica is not liable for price fluctuations or differences in actual versus indicated rates.

14. PERMANENT WITHDRAWAL OF SERVICE

In addition to the reserved rights of Tokenomica set out in Section 17, Tokenomica may at any time and from time to time (a) suspend or terminate your access to the Services, (b) deactivate or cancel your Account and (c) perform such other actions (including disclosing your personal information to governmental authorities) if Tokenomica suspects you or others of using your Account in contravention of these Terms or if it otherwise believes in its sole discretion that doing so is required by applicable law.

You will be permitted to transfer Tokens associated with your Account to an account address that is owned by you for a period of ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under any applicable law, or (ii) by a valid court order. Tokenomica may ask you to provide sufficient proof that the account address to which the Tokens are to be transferred is duly owned by you. Tokenomica reserves every right to refuse such transfer prior to providing such respective proof.

If any transaction is in a pending state at the time your Account is cancelled or suspended, such transaction may be cancelled and/or refunded as applicable. You may not cancel your Account if Tokenomica believes in its sole discretion that such cancellation is being performed in an effort to evade an investigation or avoid paying any amounts otherwise due to Tokenomica. Upon cancellation of your Account, you authorize Tokenomica to cancel or suspend pending transactions and, after providing electronic notice to you, return

the Tokens associated with such transactions to the wallet address you provide to Tokenomica. In the event that you or Tokenomica terminates this agreement or your access to the Services, or deactivates or cancels your Account, you will remain liable for all amounts due hereunder. In the event that a technical problem causes system outage or Account errors, Tokenomica may temporarily suspend access to your Account until the problem is resolved.

15. OWNERSHIP OF TOKENS

You hereby certify to us that any Tokens used by you in connection with the Platform are owned by you and you are validly authorized to carry out transactions using such Tokens, and that all transactions initiated with your Account are for your own Account and not on behalf of any other person or entity.

16. INDEMNIFICATION

To the maximum extent permitted by applicable law, you will indemnify, defend, hold harmless and reimburse Tokenomica and its subsidiaries, affiliates, licensors, and service providers, and each of their respective past, present and future officers, directors, agents, joint venturers, employees, attorneys, accountants, and representatives (each, a **Tokenomica Party** and together, the **Tokenomica Parties**), from and against any and all claims, damages, actions or demands (including attorneys' fees and costs and any fines, fees or penalties imposed by any governmental authority) arising out of or related to (i) your breach of these Terms, (ii) your use of Services, (iii) your violation of any law, rule, or regulation, or the rights of any third party, or (iv) any act or omission on your part that is negligent, unlawful or constitutes willful misconduct.

Tokenomica reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Tokenomica.

17. DISCLAIMER OF WARRANTIES

TOKENOMICA PROVIDES NO GUARANTEE AS TO THE PERFORMANCE OR THE UNINTERRUPTED AVAILABILITY OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TOKENOMICA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. TOKENOMICA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES AND THE INFORMATION CONTAINED THEREIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. TOKENOMICA WILL MAKE REASONABLE EFFORTS TO ENSURE THAT TRANSACTIONS ON THE PLATFORM ARE PROCESSED IN A TIMELY FASHION, BUT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE AMOUNT OF TIME NEEDED TO PROCESS SUCH TRANSACTIONS. BECAUSE TOKEN TRANSFERS ON AND OFF THE PLATFORM ARE DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL INCLUDING DENIAL OF SERVICE ATTACKS AND THE LIQUIDITY OF THE TOKENS TRADED ON OUR PLATFORM, AMONG OTHER FACTORS, TOKENOMICA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUCCESS OF, OR THE AMOUNT OF TIME NEEDED FOR, TOKEN TRANSACTIONS. YOU ALSO ACKNOWLEDGE THAT ANY INFORMATION THAT YOU STORE OR TRANSFER USING THE SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, THIRD PARTY PROTOCOL CHANGES, INTERNET OUTAGES, THIRD PARTY DENIAL OF SERVICE ATTACKS, OR

UNSCHEDULED MAINTENANCE. YOU ARE ENCOURAGED TO BACK UP AND SAFEGUARD YOUR INFORMATION, INCLUDING LOGIN CREDENTIALS, AT ALL TIMES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

Additionally, you acknowledge that Tokenomica does not act or serve as your broker, intermediary, agent, custodian, or advisor with respect to any transaction you make or propose to make using the Services and owes you no fiduciary duty.

18. LIMITATION OF LIABILITY

You acknowledge that some of the Services, as an internet-delivered software application, may experience periods of downtime, including but not limited to scheduled maintenance and that there are risks associated with utilizing an internet-based virtual currency exchange. Tokenomica makes no representations or warranties, whether express, implied or statutory, with respect to the Services provided hereunder, including any documentation, content, data and materials made available with the Services. Tokenomica specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, non-infringements, and accuracy. Tokenomica does not warrant that the Services will be error-free or operate without interruptions or downtime, or that the results obtained from the Services will meet Your needs. You further understand and agree that the Services is provided 'as is' and 'as available'. This means we do not represent or warrant to You that information will be accurate or reliable, nor that any defects in the operation or functionality will be repaired or corrected.

Any content you download from our Services is done so at your own discretion.

You accept and acknowledge that there are risks associated with utilizing a virtual currency network, including, but not limited to, the risk of unknown vulnerabilities in or unanticipated changes to the network protocol. You acknowledge and accept that Tokenomica has no control over any cryptocurrency network and will not be responsible for any harm occurring as a result of such risks.

No information or advice, whether expressed implied, oral or written, obtained by you from Tokenomica or through any Services we provide, shall create any warranty, guarantee, or condition of any kind, except for those expressly outlined in the Terms.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOKENOMICA SHALL HAVE NO LIABILITY FOR ANY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR TORT DAMAGES, OR LOST PROFITS) IN CONNECTION WITH YOUR USE OF THE SERVICES. IN NO EVENT WILL TOKENOMICA'S LIABILITY FOR MONEY DAMAGES UNDER THESE TERMS EXCEED THE AMOUNT OF FEES RECEIVED FROM YOU DURING THE PRECEDING SIX (6) MONTH PERIOD.

19. APPLICABLE LAW AND VENUE; WAIVER OF CLASS ACTIONS

The Terms shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Malta, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction. All parties submit to the exclusive jurisdiction of the courts of Malta in respect of any dispute or claims arising out of or in connection with the Terms.

Any dispute arising out of or related to these Terms is personal to you and you hereby agree that such dispute will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

20. SURVIVAL

Sections 9 (Third Party Content), 10 (Feedback), 16 (Indemnification), 17 (Disclaimer of Warranties), 18 (Limitation on Liability), 19 (Applicable Law and Venue; Waiver of Class Actions), 20 (Survival), 21 (Severability; Waiver), 22 (Integration), 23 (Force Majeure), 24 (Governing Language and Translations), 25 (Third Party Rights), 26 (Unclaimed Property), and 27 (Electronic Communications) will survive any termination or expiration of these Terms.

21. SEVERABILITY; WAIVER

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Any delay or failure by Tokenomica to enforce any of its rights shall not constitute a continuing waiver of such rights.

22. INTEGRATION

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

23. FORCE MAJEURE

In addition to applicable disclaimers stated above, Tokenomica's performance under these Terms shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of any government, war or other hostility, civil disorder, the elements, fire, flood, snow storm, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

24. GOVERNING LANGUAGE AND TRANSLATIONS

You agree that these Terms, Tokenomica's Privacy Policy, and other notices posted through the Services have been drafted in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents shall govern.

25. THIRD PARTY RIGHTS

Any Tokenomica Party may enforce any rights granted to it pursuant to these Terms in its own right as if it was a party to these Terms and Conditions. Except as expressly provided in the foregoing sentence, a person who is not a party to these Terms shall not have any rights to enforce any term of these Terms. Notwithstanding any term of these Terms, the consent of or notice to any person who is not a party these Terms shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under these Terms at any time.

26. UNCLAIMED PROPERTY

If Tokenomica is unable to return your Tokens to a third party Account for you after a period of inactivity, Tokenomica may report and remit the Tokens to an applicable government agency pursuant to any applicable escheatment or unclaimed property laws.

27. ELECTRONIC COMMUNICATIONS

You agree and acknowledge that all agreements, notices, disclosures and other communications that Tokenomica provides pursuant to these Terms, may be provided in electronic form.

28. QUESTIONS AND CONTACT INFORMATION. COMPLAINTS

To contact support, go to <https://vfa.tokenomica.com/> and open a ticket. Please provide all relevant information, including your Tokenomica Username and transaction IDs of any related transactions. Although we make no representations or provide no warranties about the speed of response, we will get back to you as soon as possible.

If you wish to submit a complaint please fill the form accessible [here](#). Your complaint will be handled by Tokenomica staff in accordance with the internal procedures established by Tokenomica (with the registration of the complaint in the complaint register, an investigation conducted by the members of Complaints Management Committee and notification to the board). We will respond to your complaint within 15 days from the receipt of the complaint. However, due to the degree of investigation required, this term might be extended (in such a case you will receive an explanatory letter).

29. TERM AND TERMINATION

Your Account will remain opened until closed by You or Tokenomica in accordance with these Terms of Use.

Either You or Tokenomica may elect to close Your Account by providing thirty (30) days' prior written notice. Notice may be given by electronic means to the e-mail address You provided when creating your account and the following e-mail address for Tokenomica: support@tokenomica.com

Furthermore and without prejudice to any specific provision in these Terms of Use, Tokenomica may terminate your Account at any time, without payment of compensation, and without notice if:

- (a) A request is made or a petition is filed for Your bankruptcy or You are granted a suspension of payments or becomes subject to other insolvency proceedings;
- (b) Your business is dissolved liquidates its business or otherwise terminates or suspends its business activities;
- (c) You breach the Terms and such breach is not cured within twenty (20) business days commencing on the date of a written notice of default.

Upon any termination or expiration of Your Account You will return any Confidential Information to Tokenomica or destroy it and certify destruction.

We encourage you to withdraw any remaining balance of Digital Assets prior to issuing a request to close your Account. We will be unable to close your Account at your request unless you have withdrawn your remaining balance of Digital Assets. We reserve the right to restrict or refuse to permit withdrawals from your Account if (i) your Account has otherwise been suspended or closed by Tokenomica in accordance with the Terms; or (ii) to do so would be prohibited by law or a court order or we have determined that the Digital Assets were obtained fraudulently.