

# Terms of Use

VirSymX provides access to crypto assets exchange platform technology under “VirSymX” (website <https://virsymx.com/> and VirSymX Android App, VirSymX iPhone App).

In case of any legal inquiries please contact us via [legal@virsymx.com](mailto:legal@virsymx.com).

## General Disclaimer:

Any individual (the “user”), who opens an account with VirSymX understands and accepts that crypto assets do not necessarily have a specific form of protection or regulation by any governmental body. The value of these crypto assets is highly volatile and speculative, extending the possibility of total loss.

As far as The Platform Technology acts solely as an intermediary bringing together buyers and sellers nothing on the VirSymX can be ensured to contain no errors, mistakes, mis-presentations or failures etc. Such errors, mistakes, mis-presentations or failures etc. can be without limitation the result of human agency, program or process imperfections. THEREFORE, NEITHER VirSymX NOR, WHERE APPLICABLE, ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OUTSOURCED ADVISORS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER WITH RESPECT TO THE INFORMATION AND, IN PARTICULAR, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND/OR PROCESS. Moreover, VirSymX is not responsible for any loss of money, assets, securities and other types of property happened because of using any information from the VirSymX or trading on VirSymX.

No kind of trade agreement or contract is created between VirSymX and the users of the VirSymX. The VirSymX and its users act independently and do not create any partnership, joint venture, agency, franchise, sales representative, or secondment relationship between them. BY CONTINUOUS USE OF THE VirSymX YOU FULLY INDEMNIFY AND HOLD HARMLESS THE VirSymX, IT'S OWNERS, OFFICERS AND RESPECTIVE DIRECTORS, AGAINST ALL AND ANY CLAIMS, ACTIONS, DEMANDS, COSTS AND EXPENSES, WHICH MAY ARISE IN RELATION TO AND/OR AS A RESULT OF YOUR USE OF THE VirSymX.

## Crypto coins and tokens Policy:

VirSymX accepts deposits and provides withdrawals in crypto assets and fiat currencies as demonstrated in the exchange platform.

However, VirSymX reserves the right to reject any deposits and suspend withdrawals which its compliance and risk management service provider has decided to be the result of detecting of suspicious activity such as criminal activity or any other infringement of its compliance guidelines.

## TERMS OF SERVICE

Last updated: 5 Jan 2024

These Terms of Services and any terms incorporated herein (the “Terms”) apply to your (“User”) use of the “Technology platform”, including VirSymX, the technology and the platform integrated

therein and any applications associated therewith, which are operated and maintained by VirSymX and its subsidiaries (“VirSymX”, “We”, or “Us”). We provide you the possibility to use Our Technology Platform (“Services”) on the following terms and conditions.

## (I) GENERAL PROVISIONS

User may open an account with VirSymX subject to the following conditions.

### (1) DEFINITIONS

1.1 “Communications” shall mean all and any communication, agreement, document, receipt, notice and disclosure, which may be from time to time addressed to User by VirSymX.

1.2 “Crypto assets” shall mean such type of assets which can only and exclusively be transmitted by means of blockchain technology, including but not limited to digital coins and digital tokens and any other type of digital mediums of exchange, such as Bitcoin, Ethereum, Ripple, etc, to the full and absolute exempt of the securities of any kind.

1.3 “Deposit/Withdrawal” of crypto assets shall mean remittance of crypto assets to/from VirSymX Account from/to external third-party service accordingly.

1.4 “Feedback” is any feedback, suggestion, idea or other information or material regarding VirSymX or our Services that you provide, whether by email, posting through our Services or otherwise.

1.5 “Force Majeure Event” shall be understood as any event beyond VirSymX’s reasonable control, including but not limited to the flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, suspension of bank accounts of any kind, extraordinary leaps of the course of crypto asset, communications, network or power failure, or equipment or software malfunction or any other cause beyond VirSymX’s reasonable control.

1.6 “VirSymX Account” is a User account accessible after the registration process and via the Services where crypto assets may be stored and operated by VirSymX on behalf of a User.

1.7 “VirSymX IP” shall mean all and any copyright and other intellectual property rights in all content and other materials contained on the Technology Platform or provided in connection with the Services, including, without limitation, the VirSymX name, trademark, VirSymX logo and all designs, text, graphics, pictures, information, data, software, technologies, know-hows, sound and video files, other files and the selection and arrangement thereof.

1.8 “Third-Party Content” is the content provided by third parties, including without limitation links to web pages of such parties, which may be represented on the Technology Platform.

1.9 “Third-party service” is any platform or network in which crypto assets belong to you or where you are the beneficial owner of crypto assets; and this platform is maintained by a third party outside of the Services; including, but not limited to third-party accounts.

1.10 “Trade” shall be understood as an exchange of the crypto asset of one type, owned by one VirSymX Account User, to the crypto asset of another type, owned by the same or another VirSymX account User, at the terms and conditions set forth by such exchange parties, and which is executed solely and exclusively within the Technology Platform with crypto assets deposited to those Users’ VirSymX Accounts. In no case shall the Trade be deemed or construed to be a marginal trade.

1.11 "Transfer" for the purposes herein shall mean a record of Deposit, Withdrawal and/or Trade transaction of crypto asset into, out from or at User's VirSymX Account, which is technically executed by VirSymX in accordance with User's Deposit/Withdrawal request or Trade order.

## (2) WARRANTIES, REPRESENTATIONS AND COVENANTS

2.1 It is a pre-condition that our Services are only provided to those who are permitted to enter in legally binding relationships. Therefore, if there is any reason why you are not able to enter into legally binding relationships with Us, for whatever reason – do not use our Services.

2.2 You further represent and warrant that you:

2.2 (a) are at least 18 years old or of other legal age, according to your relevant jurisdiction;

2.2 (b) have not previously been suspended or removed from our Services;

2.2 (c) have full power and authority to enter into this legal relationship and by doing so will not violate any other legal relationships;

2.2 (d) use our Technology Platform with your own email and for your own benefit and do not act on behalf and/or to the interest of any other person;

2.2 (e) guarantee that your crypto assets, which you transfer to the Technology Platform are not sold, encumbered, not in contention, or under seizure, and that neither exist any rights of third parties to your crypto assets;

2.2 (f) will not use our Services or will immediately cease using those if any applicable law in your country prohibits or will prohibit you at any time from doing so;

2.2 (g) will not use our Services or will immediately cease using those if you are a resident or become a resident at any time of the state or region (in accordance with such state or region definition of residency), where the crypto assets transactions you are going to execute are prohibited or require special approval, permit and/or authorization of any kind, which VirSymX has not obtained in this state or region. In case of any doubts, immediately and prior to any use of the Services, contact us at [legal@virsymx.com](mailto:legal@virsymx.com) and we will provide you with the information, whether We have any approval, permit or authorization in the state or region you are the resident of.

2.3 When accessing or using the Technology Platform, you further represent, agree and warrant, that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Technology Platform. Without prejudice to the generality of the foregoing, you represent, agree and warrant, that you will not:

2.3 (a) Use the Technology Platform in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using our Technology Platform with full functionality, or that could damage, disable, overburden or impair the functioning of Technology Platform in any manner;

2.3 (b) Use the Technology Platform to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or any other illegal activities;

2.3 (c) Use any robot, spider, crawler, scraper or other automated means or interface not provided by Us to access the Technology Platform or to extract data;

2.3 (d) Use or attempt to use another User account without authorization;

2.3 (e) Attempt to circumvent any content filtering techniques We employ, or attempt to access any service or area of our Technology Platform that you are not authorized to access;

2.3 (f) Develop any third-party applications that interact with our Technology Platform without our prior written consent;

2.3 (g) Provide false, inaccurate, or misleading information;

2.3 (h) Encourage or induce any third party to engage in any of the activities prohibited under this Section.

2.4 YOU INDEMNIFY AND HOLD VirSymX HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH INVALIDITY OR BREACH OF ANY OF THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF THIS SECTION AND THE ENTIRE TERMS.

### (3) RISK DISCLOSURE

3.1 Due to our internal policies, We only provide the Services to users with sufficient experience, knowledge and understanding of the work principles of our Technology Platform, and those who fully understand the associated risks. You acknowledge and agree that you shall access and use the Technology Platform at your own risk. The risk of loss in Trading crypto assets can be substantial. You should, therefore, carefully consider whether such Trading is appropriate for you in light of your circumstances and resources. You acknowledge and agree the possibility of the following:

3.1 (a) You may sustain a total loss of the crypto assets in your VirSymX Account, and, in some cases, you may incur losses beyond such crypto assets.

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

3.1 (c) Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.

3.1 (d) All crypto assets positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.

3.1 (e) The use of leverage can work against you as well as for you and can lead to large losses as well as gains.

3.1 (f) All of the points noted above apply to all crypto assets. This brief statement cannot, however, disclose all the risks and other aspects associated with the Trade of crypto assets and shall not be considered as any professional advice.

3.2 Risks Associated with the Internet-based Trading System. You acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that VirSymX shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Technology Platform, howsoever caused.

3.3 Risks Associated with the Blockchain Protocol. The Technology Platform and its related Services are based on the Blockchain protocol. As such, any malfunction, unintended function, unexpected functioning of or attack on the Blockchain protocol may cause the Technology Platform to malfunction or function in an unexpected or unintended manner.

3.4 Risks Associated with Blockchains and Crypto Assets. You acknowledge and accept that the VirSymX has no control over any cryptocurrency network and you understand all risks associated with utilizing any crypto assets network, including, but not limited to the risk of unknown vulnerabilities in or unanticipated changes to any network protocol. We will not be responsible for any harm occurring as a result of such risks.

3.5 No Control Over Your Own Actions. As defined in the foregoing cl. 4.3 (g) and other provisions herein YOU AGREE TO INDEMNIFY AND HOLD VirSymX HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION, IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR USE OF OUR TECHNOLOGY PLATFORM, INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM YOUR PERSONAL ERROR AND MISBEHAVIOR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, LOSS OF YOUR ACCESSES ETC.

#### (4) CRYPTO ASSETS PROTECTION

4.1 We strive to protect your crypto assets from unauthorized access, use, or spending. We use a variety of physical and technical measures designed to protect our systems and your crypto assets. By remitting your crypto assets to VirSymX Account you entrust and entitle Us to ultimately take decisions on the safety and security of your crypto assets.

4.2 We reserve the right to take different measures of protection, which include, but are not limited to a diversification of crypto assets in different allocations whether on a segregate record (account) or not.

4.3 Nothing herein shall be deemed or construed as a willingness to a seizure of your crypto assets. The main purpose of this section is to notify you about different measures of protection, that We use to keep your crypto assets safe.

#### (5) ELECTRONIC NOTICES

5.1. Social media privacy: VirSymX strictly adheres to user social media privacy. If a user utilizes their social media accounts for trading on the VirSymX exchange, upon deactivating their account, all associated social data, including from platforms such as Google, LinkedIn, Facebook, Twitter, etc., will be deleted.

5.2 Consent to Electronic Delivery: You agree and consent to receive electronically all Communications, that VirSymX may be willing to communicate to you in connection with your VirSymX Account and/or use of the VirSymX Services. You agree that VirSymX may provide these Communications to you by posting them on the Technology Platform.

5.3 Withdrawal of Consent: You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If this is a case you waive your right to plead ignorance. If you decline or withdraw consent to receive electronic Communications, VirSymX may suspend or terminate your use of the Technology Platform.

5.4 Updating Contact Information: It is your responsibility to keep your email address on file with VirSymX up to date so that VirSymX can communicate with you electronically. You understand and agree that if VirSymX sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic

Communications, VirSymX will be deemed to have provided the Communication to you. You waive your right to plead ignorance. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add VirSymX to your email address book so that you will be able to receive the Communications We send you. You can update your email address at any time by logging into your VirSymX Account or by sending such information to support. If your email address becomes invalid in a such way that electronic Communications sent to you by VirSymX are returned, VirSymX may deem your account being inactive, and you may be not able to complete any transaction via the Technology Platform until We receive a valid, working email address from you.

## (6) SPECIAL CONDITIONS

6.1. Transfer confirmation. Once your Deposit/Withdrawal request or Trade order is executed, a confirmation will be electronically made available via Technology Platform detailing the particulars of the Transfer. You acknowledge and agree that the failure of the Technology Platform to provide such confirmation shall not prejudice or invalidate the terms of such transaction.

6.2. Conditions and Restrictions. We may, at any time and in our sole discretion, refuse to perform any Transfer requested via the Technology Platform, impose limits on the Transfer amount permitted via the Technology Platform or impose any other conditions or restrictions upon your use of the Technology Platform without prior notice.

6.3. Access to the Services. We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

6.4. Cancellations. You may only cancel a Transfer request initiated via the Technology Platform if such cancellation occurs before VirSymX executes the Transfer. Once your Transfer request has been executed, you may not change, withdraw or cancel your authorization for VirSymX to complete such Transfer. If a Trade order has been partially filled, you may cancel the unfilled remainder unless the order relates to a market rate Trade. We reserve the right to refuse any cancellation request associated with a market rate Trade order once you have submitted such order. While We may, at our sole discretion, reverse a Trade under certain extraordinary conditions, a customer does not have a right to a reversal of a Trade.

6.5. Insufficient Crypto Assets. If you have an insufficient amount of crypto assets in your VirSymX Account to complete a Transfer via the Technology Platform, We may cancel the entire order or may fulfill a partial order using the amount of crypto assets currently available in your VirSymX Account, less any fees owed to VirSymX in connection with our execution of the Transfers.

6.6. Taxes. It is your responsibility to determine what, if any, taxes apply to the Transfers you complete via the Technology Platform, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that VirSymX is not responsible for determining whether taxes apply to your transfers or for collecting, reporting, withholding or remitting any taxes arising from any Trades and Transfers and does not act as your tax agent.

6.7. Feedbacks. We own exclusive rights, including all intellectual property rights, to Feedback. Any Feedback you submit is non-confidential and shall become the sole property of VirSymX. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including

inter alia any copyrights). Do not provide Feedback if you expect to be paid or want to continue to own or claim rights on it; your idea might be great, but We may have already had the same or a similar idea and We do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out therein.

#### (7) SUSPENSION AND TERMINATION OF YOUR VirSymX ACCOUNT

7.1. In case of your breach of the Terms, or any other event as We may deem necessary, including without limitation market disruption and/or Force Majeure event We may, in our sole discretion and without liability to you, with or without prior notice:

7.1 (a) suspend your access to all or a portion of our Services; or

7.1 (b) prevent you from completing any actions via the Technology Platform, including closing any open Trade orders. In case the transferring resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event; or

7.1 (c) terminate your access to the Services, delete or deactivate your VirSymX Account and all related information and files in such account.

7.2. In the event of termination, VirSymX will return any crypto assets stored in your VirSymX Account and not owed to VirSymX, unless VirSymX believes you have committed fraud, negligence or other misconduct.

#### (8) DISCLAIMER OF WARRANTIES. LIMITATION OF LIABILITIES

8.1 Except as expressly provided to the contrary in a writing by Us, our services are provided on an "As is" and "As available" basis. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

8.2 You acknowledge that information you store or transfer through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including but not limited to software failures, protocol changes by third party providers, internet outages, Force Majeure event or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

8.3 Except as otherwise required by law, IN NO EVENT SHALL VirSymX, OUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE VirSymX IP, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM VirSymX, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL,

ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO VirSymX'S RECORDS, PROGRAMS OR SERVICES.

8.4 We reserve the right, in our sole discretion, to control any action or proceeding (at our expense) to which We are a participant and determine whether We wish to settle it.

8.5 To the maximum extent permitted by applicable law, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VirSymX (INCLUDING OUR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, VirSymX OR TO THESE TERMS EXCEED THE FEES PAID BY YOU TO VirSymX WITHIN 3 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

8.6 VirSymX shall not be liable for:

8.6 (a) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information;

8.6 (b) any loss or damage arising from a Force Majeure Event.

8.7 We strive to protect our users from fraudulent and scam activities in crypto assets sphere. It is possible that some crypto assets are purposed for unlawful seizure of the property, or are construed as a fraud, scam or any other activity, recognized by the laws as illegal and/or non-compliant with legal requirements. We reserve the right to prohibit and discontinue any transactions on our Technology Platform with such crypto asset at our sole discretion, without any prior notice to you and without publication of the reason for such decision, whenever this comes to our knowledge. YOU INDEMNIFY AND HOLD VirSymX HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH PROHIBITION AND DISCONTINUATION OF TRANSACTIONS IN OUR TECHNOLOGY PLATFORM WITH ANY CRYPTO ASSET.

## (9) NO OFFER OF SECURITIES

9.1 VirSymX endeavors all possible measures to be sure that crypto assets that are available via the Technology Platform cannot be classified as "security" by SEC and/or other competent national authorities. Moreover, VirSymX represents that it never intended or desired to make tokens and/or coins that can be classified as "security" available via Technology Platform.

9.2 The responsibility for the fact that the instrument cannot be treated as "security" lies with the owner of token and/or coin. If there is any risk or speculations that token and/or coin can be treated as "security", the Technology Platform reserves the right to prohibit and discontinue any transactions on our Technology Platform with such tokens and/or coins at its sole discretion.

9.3 We follow the best practices to decide whether crypto asset is security or not. However, We give no warranty and/or investment, financial, legal or any other professional advice, that any crypto asset available via our Technology Platform is not a security.

## (10) APPLICABLE LAW; ARBITRATION



10.1. You and VirSymX agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

10.2 You and VirSymX agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to VirSymX shall be sent to legal@virsymx.com .

10.4 Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

10.5 Whether the dispute is heard in arbitration or in court, you will not commence against VirSymX a class action, class arbitration or representative action or proceeding.

## (11) MISCELLANEOUS

11.1 Entire Agreement. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services.

11.2 Order of Precedence. In the event of any conflict between these Terms and any other agreement you may have with VirSymX, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.

11.3 Amendments. We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If We make changes to these Terms, We will provide you with notice of such changes, such as by sending an e-mail, providing notice on the homepage of the Site and/or by posting the amended Terms via the applicable VirSymX websites and mobile applications and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either:

11.3 (a) the date User click or press a button to accept such changes or;

11.3 (b) the date User continues use of our Services after VirSymX provides notice of such changes or publishes new version of the Terms on the Website.

11.4 Any amended Terms will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.

11.5 No Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof. 11.6. Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

11.6 Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from VirSymX, including by operation of law or in connection with any change of control. VirSymX may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

11.7 Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.

11.8 Interpretations. Terms "Remittance", "Deposit", "Withdrawal", "Trade" and some others referred to herein are used in a the reference to crypto assets solely and as defined in cl. 1 herein and shall not be deemed as construed for the use in regular financial und.

11.10. Competitions. From time to time our business partners, contractors,

clients, counterparties may hold different competitions, trials, games and any other type of events available to users through our Technology Platform. By agreeing to participate in such competitions, you shall comply with the rules of each particular competition and act according to them. Unless otherwise provided by the rules of particular competition, VirSymX does not control and is not associated with any of such competition and shall have no responsibility for conducting and holding the competition. VirSymX reserves the right to publish the rules of the competition received from the holder of the competition. You understand and acknowledge that your participation in such competition, and your interactions with holder, are at your own risk. YOU INDEMNIFY AND HOLD VirSymX HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH INVALIDITY OR BREACH OF ANY OF THE WARRANTIES, REPRESENTATIONS AND COVENANTS GIVING BY THE HOLDER OF THE COMPETITION.

## (II) POSSIBILITIES AND SERVICES OF OUR TECHNOLOGY PLATFORM

### (12) REGISTRATION OF AN ACCOUNT WITH VirSymX

12.1 It is necessary to go through the registration process and create an account with VirSymX to use our Technology Platform in a right order and with its full functionality. Additionally, User may create an account by first downloading the VirSymX App on his Android smartphone or iPhone by using the Play Store or App Store, as applicable. Downloading of the VirSymX App and installation thereof shall be subject to the terms contained herein.

12.2 VirSymX reserves the right, in its sole discretion, to limit the number of VirSymX Accounts that you may hold, maintain or create. VirSymX Accounts cannot be assigned to any third party.

12.3 When you create a VirSymX Account, you undertake to:

12.3 (a) create a strong password that you do not use for any other websites, online or offline services;

12.3 (b) provide accurate and truthful information. Please check our Privacy Policy for the information on how We collect, use and share your personal information;

12.3 (c) agree to pass through AML/KYC procedures, which may be applied to You from time to time;

12.3 (d) maintain and promptly update your VirSymX Account information;

12.3 (e) maintain the security of your VirSymX Account by protecting your password and restricting access to your VirSymX Account;

12.3 (f) promptly notify Us if you discover or otherwise suspect any security breaches related to your VirSymX Account;

12.3 (g) take responsibility for all activities that occur under your VirSymX Account and accept all risks of any authorized or unauthorized access to your VirSymX Account, to the maximum extent permitted by law.

### (13) DEPOSIT/WITHDRAWAL TO VirSymX ACCOUNT

13.1 User is hereby cautioned that VirSymX does NOT take payments in cash and has not authorised any person including its employees to accept any payments in cash. User shall not give cash to any person including based on any representation that such person

may make with respect to creating an account or depositing the same on behalf of User. User is also hereby cautioned that each account is intended only for the use of a single user. Hence no User shall either offer or accept from another services for investing in Cryptocurrencies through another User's VirSymX account.

13.2 Users are required to conduct all transactions on the VirSymX Services only through duly authenticated bank accounts of the User. User shall ensure that immediate intimation of payments made, the bank details from which such payment was made and the VirSymX account to which it is to be credited are immediately informed to VirSymX through the VirSymX App. Payments made to VirSymX without furnishing the above details shall be deemed to be "unaccounted" payments and VirSymX shall not be liable for non – accounting or crediting of such sums or of the cryptocurrencies to the User Account for the said sum. VirSymX shall also not be responsible for any loss, harm or damage that may be caused to the User due to such non – crediting of the said sum including loss from fluctuations in the price of cryptocurrencies pending verification of the above details or non – purchase or crediting thereof. User shall be solely responsible for ensuring prompt intimation of the above details to VirSymX to ensure immediate completion of the transaction of purchase of Cryptocurrencies. VirSymX shall not take any responsibility or liability for unaccounted for monies deposited to its bank account from unregistered users or from anonymous sources. VirSymX shall be entitled to appropriate such unaccounted payments to its account and User shall forfeit the same if the verification details sought for above are not furnished to VirSymX within Seven Days of the deposit.

13.3 Our Technology Platform may allow Users to remit crypto assets to VirSymX Account from external third-party service and vice versa except to certain limitations, which may be updated from time to time. YOU INDEMNIFY AND HOLD VirSymX HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR DEPOSIT/WITHDRAWAL TRANSFER REQUESTED IN VIOLATION OF SETTLED LIMITATIONS.

13.4 Authorization to create an address. You understand and acknowledge, that an address for receiving crypto asset will be created automatically as soon as you request the Deposit transfer and before any crypto asset can be remitted to Your VirSymX Account and you fully and irrevocably authorize its creation.

13.5 Ownership verification. In case you are required to verify, that you possess crypto asset of the third-party service that you use to remit crypto asset to your VirSymX Account, you undertake to provide such verification by following VirSymX instructions.

13.6 Deposit/Withdrawal Authorization. When you request Us to Deposit/Withdraw crypto assets into or out from your VirSymX Account, you authorize VirSymX to execute such Transfer via the Technology Platform.

13.7 No control over third-party services. You may be charged fees by the third-party service you use to remit your VirSymX Account. VirSymX is not responsible for any third-party services' fees. You are solely responsible for your use of the third-party service, and you agree to comply with all terms and conditions applicable to any third-party service.

13.8 Rejected or Suspended Deposit/Withdrawal Transfers. In some cases, the third-party service may reject your crypto assets to be processed, suspend the Deposit/Withdrawal Transfer of your crypto assets, or be not able to support the Transfer,

or may otherwise be unavailable. YOU AGREE THAT YOU WILL NOT HOLD VirSymX LIABLE FOR ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH SUCH REJECTED OR SUSPENDED ETC. DEPOSIT/WITHDRAWAL TRANSFERS.

13.9 Delays. Subject to the terms and conditions of these Terms, We will use commercially reasonable efforts to record all Transfers on a spot basis as soon as practicable. However the timing associated with Deposit/Withdrawal of crypto assets depends inter alia upon the performance of third-parties services, and We make no guarantee that crypto assets will be Deposited/Withdrawn in any specific time frame. YOU HEREBY UNDERSTAND AND ACKNOWLEDGE, THAT ANY DELAYS ARE POSSIBLE; YOU INDEMNIFY AND HOLD VirSymX HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSFER DELAY, WHETHER ORIGINATED FROM OUR FAULT OR NOT.

#### (14) CRYPTO ASSETS TRADE

14.1 Please note, that we do not provide You with financing and thus do not perform and support margin trading. The Trade takes place between Users.

14.2 When you submit a new Trade order via the Technology Platform, you authorize VirSymX to:

14.2 (a) record a transfer of Your crypto assets from/into/on your VirSymX Account and/or,

14.2 (b) where applicable, reserve Your crypto assets on your VirSymX Account in accordance with such Trade order

14.2 (c) and charge you any applicable fees for such record (as described in the Terms).

14.3 You acknowledge and agree that, respective to your trading activity, Our Technology Platform:

14.3 (a) is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity;

14.3 (b) is not acting as a party of transferring of a particular crypto asset.

14.4 Trade rates. Each placed Trade order creates different market exchange rates. You acknowledge and agree that the rates information made available via the Technology Platform may differ from prevailing rates made available via other sources outside of the Technology Platform.

14.5 Market volatility. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any crypto assets, the actual market rate at which a market Trade transaction is executed may be different from the prevailing rate indicated via the Technology Platform at the time of your Trade transaction. You understand, that We are not liable for any such rates fluctuations.

14.6 The rates made available via the Technology Platform shall not be considered as an investment or financial pieces of advice or referred to as such and cannot be used as a

basis of investment strategy, legal position in the court and nothing in the rates information can be ensured to contain no errors, mistakes, mis-presentations or failures etc. THEREFORE, NEITHER VirSymX, NOR, WHERE APPLICABLE, ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OUTSOURCED ADVISORS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER WITH RESPECT TO THE RATES INFORMATION AND, IN PARTICULAR, AS TO THE ACCURACY OR COMPLETENESS OF THE RATES INFORMATION. YOU AGREE TO INDEMNIFY AND HOLD VirSymX HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION, IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ORIGINATED FROM OR IN ANY WAY CONNECTED WITH YOUR USE OF RATES INFORMATION AND/OR YOUR TRADING ACTIVITY VIA TECHNOLOGY PLATFORM.

#### (15) VirSymX's FEES

15.1 Amount of Fees. You agree to pay the fees for Transfers completed via Technology Platform ("Fees") as defined by the Fees and Limits <https://virsymx.com/fees>), which We may change from time to time. Changes to the Fees are effective as of the effective date indicated in the posting of the revised Fees and Limits, and will apply prospectively to any Transfers that take place following the effective date of such revised Fees.

15.2 Payment of Fees. You authorize Us, or our designated payment processor, to charge or deduct your VirSymX Account for any applicable Fees owed in connection with buy/sell or trades you complete via the Technology Platform.

#### (16) COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS.

16.1 Unless otherwise indicated by Us, VirSymX IP is the proprietary property of VirSymX or our licensors or suppliers and is protected by international copyright laws and other intellectual property rights laws.

16.2 We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the VirSymX IP for your personal or business use solely for the purposes of regular use of the Technology Platform.

16.3 Such license is subject to these Terms and does not permit:

16.3 (a) any resale of the VirSymX IP;

16.3 (b) the distribution, public performance or public display of any VirSymX IP;

16.3 (c) modifying, adapting or otherwise making any derivative uses of the VirSymX IP, or any portion thereof; or

16.3 (d) any use of the VirSymX IP other than for the intended purposes.

16.4 The license granted under this Section will automatically terminate if We suspend or terminate your access to the Services.

#### (17) THIRD-PARTY CONTENT

17.1 While using our Technology Platform, you may view Third-Party Content. We do not control, endorse or adopt (unless otherwise expressly stated by Us) any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable

for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

## Privacy Policy

This Privacy Policy (the “Policy”) informs Users (a “User”, “You”) of our policies regarding the processing of personal information we receive from Users of the <https://www.virsymx.com> (the “Technology Platform”, “Us”, “We”, or “Our”).

To provide You with Our services, We might need (and sometimes obliged by the law) to collect Your personal data.

We use Your personal information only for providing and improving the Technology Platform. By using the Technology Platform You agree to the collection and use of information in accordance with this Policy.

We strictly follow industry best practices in the industry and adhere to the rules set forth in GDPR, OPPA, CAN-SPAM and COPPA.

The Policy applies to the Technology Platform and all services offered by VirSymX.

### (1) Type of Personal Information

1.1. While providing Our services, We may collect:

1.1.1. IP address;

1.1.2. Information You may provide to Us: name, email address, mailing address, phone number, alias, password and any other information You choose to provide;

1.1.3. Information, which is needed according to Anti-Illegal Activity Policy;

1.1.4. Cookies;

1.1.5. Your mobile devices You use with the Technology Platform may provide some information that may potentially identify You, such as the type (including identifiers) of the device, platform type, mobile phone number, Your internet service, operating system, geolocation information, browser You use, browser language, or the pages You visit, etc.

1.1.6. The Technology Platform may provide some of Your behavior information, such as Your visiting the Technology Platform, clicking on ads or other similar information. Such information may be received with additional related data (or metadata), such as the time, date, and location related to such information.

1.2. By voluntarily providing Us with personal information, including without limitation by using the Technology Platform, You expressly and irrevocably agree to Our use of Your personal information in accordance with this Privacy Policy. If You provide personal information to Us, You acknowledge and agree that such personal information may be transferred from Your current location to the servers of the Technology Platform and to the servers of authorized third parties.

### (2) Using of Collected Information

2.1. Technology Platform may collect and use Users’ personal information for the following purposes:

2.1.1. To improve customer service: information provided by Users helps Us respond to customer service requests and support needs more efficiently;

- 2.1.2. To personalize User experience: We may use information in a general manner to understand how Our Users as a group use the services and resources provided on Our Technology Platform;
- 2.1.3. To improve Our Technology Platform: We may use the feedback provided by Users to improve Our products and services;
- 2.1.4. To maintain Our Technology Platform: We may use the information Users provide about themselves when receiving transaction request only to provide service to that request.
- 2.1.5. To send periodic emails: We may use the email address to send information and updates pertaining to Your use of the transaction request.
- 2.2. You agree that We may share and transfer Your information which no longer identifies You to the third party who is contracting party with Us, usually Our services providers or advertising partners.

### (3) How We Protect Your Information

- 3.1. We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of Your personal information, username, password, transaction information and data stored on Our Technology Platform.
- 3.2. Sensitive and private data exchange between the Technology Platform and its Users happens over an SSL-secured communication channel and is encrypted and protected with digital signatures. Our Technology Platform is functioning in compliance with PCI vulnerability standards in order to create an environment as secure as possible for Users.
- 3.3. Unfortunately, there is no such thing as completely secure data transmission or storage, so We cannot guarantee that Our security will not be breached (by technical measures or through violation of Our policies and procedures).
- 3.4. Without prejudice to Our efforts on protection of Your information nothing herein constitute a warranty of security of the Technology Platform, and You agree to transmit information at Your own risk. Please note, that the Technology Platform does not guarantee that Your information may not be accessed, disclosed, altered, or destroyed by breach of any of Our physical, technical, or managerial safeguards.

### (4) Web Browser Cookies

- 4.1. To know more about cookies please acquaint yourself with Our Cookie Policy.

### (5) “Do Not Track” Signals

- 5.1. We do not collect any information that may identify You without your permission. However, We use Google Analytics on Our Technology Platform. If You want to know more about Google Analytics and its “do not track” policy, please visit <https://www.google.com/analytics/terms/us.html>

### (6) Right to Access Your Data

- 6.1. In case You are EU citizen and want to exercise rights enshrined in art. 15 of GDPR, please write Us at [support@virsymx.com](mailto:support@virsymx.com).

### (7) Ways of Collecting Personal Information

- 7.1. Personal Identification Information

7.1.1. We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit Our Technology Platform, register on the Technology Platform, place a transaction request, and in connection with other activities, services, features or resources We make available on the Technology Platform. We will collect personal identification information from Users only if they voluntarily submit such information to Us. Users can always refuse to supply personally identification information, however that it may prevent them from engaging in certain Technology Platform related activities.

#### 7.2. Non-personal Identification Information

7.2.1. We may collect non-personal identification information about Users whenever they interact with Our Technology Platform. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to the Technology Platform, such as the operating system and the Internet service providers utilized and other similar information.

### (8) Law and Harm

8.1. Notwithstanding anything to the contrary in this Policy, We may preserve or disclose Your information if We believe that it is reasonably necessary to comply with a law, regulation, legal process, or governmental request; to protect the safety of any person; to address fraud, security or technical issues; or to protect Our or Our Users' rights or property.

8.2. You acknowledge that the Technology Platform is not liable for any illegal or abusive use of Your information. You acknowledge, that in case You share Your information from the Technology Platform in social networks Your information is subject to privacy policies of such social networks.

8.3. The Technology Platform may share Your personal information with law enforcement, data protection authorities, government officials, and other authorities when the Technology Platform is legally bound to do so or to protect the safety of users and the Technology Platform. Our policies regarding exchange of information with competent authorities is reflected in Our Transparency Policy.

### (9) Changes to the Privacy Policy

9.1. The Technology Platform has the discretion to update this Policy at any time. User should check this Privacy Policy periodically. Your continued use of the service after We post any modifications to the Privacy Policy on this page will constitute Your acknowledgment of the modifications and Your consent to abide and be bound by the modified Privacy Policy.

9.2. If We make any material changes to this Privacy Policy, We will notify You either through the email address You have provided Us, or by placing a prominent notice on the Technology Platform. You acknowledge and agree that it is Your responsibility to review this privacy policy periodically and become aware of modifications.

### (10) Contacting Us

10.1. If You have any questions about this Privacy Policy, the practices of this Technology Platform, or Your dealings with this Technology Platform, please contact Us at [support@virsymx.com](mailto:support@virsymx.com).

### Anti-Illegal Activity Policy



The purpose of this Policy is to ensure, that VirSymX does not enter into business relationships with criminals and/or terrorists and/or others illegal structures, does not transfer assets which result from criminal and/or terrorist and/or other illegal activity and does not facilitate any transfer of assets involving criminal and/or terrorist and/or other illegal activity. The Company reserves the right to implement any policies and procedures necessary to prevent all types of illegal activity and to comply with all applicable legislation in this regard.

## 1. Introduction

1.1. The Company Anti-Illegal Activity Policy (hereinafter – the “Policy”) is designated to prevent and mitigate possible risks of VirSymX being involved in any kind of illegal activity.

1.2. Both international and local regulations require VirSymX to implement effective internal procedures and mechanisms to prevent illegal transfer of assets, drug, human, organ and any other illegal trafficking, poaching, pornography, trade in arms, terrorism and crime financing, corruption and bribery, money laundering, and to take action in case of any form of suspicious activity from its users (a “User”).

1.3. The Policy covers the following matters:

1.3.1. Verification procedures.

1.3.2. Compliance Officer.

1.3.3. Monitoring trade activity of assets.

1.3.4. Risk Assessment.

## 2. Verification Procedures

2.1. One of the international standards for preventing illegal activity is customer due diligence (“CDD”). According to CDD, VirSymX establishes its own verification procedures within the standards of “Know Your Customer” frameworks.

2.2. VirSymX’s identity verification procedure requires the User to provide VirSymX with reliable, independent source documents, data or information. For such purposes, VirSymX reserves the right to collect User’s identification information for the purposes of the Policy.

2.3. VirSymX will take steps to confirm the authenticity of documents and information provided by the Users. All legal methods for double-checking identification information will be used and VirSymX reserves the right to investigate certain Users who have been determined to be risky or suspicious.

2.4. VirSymX reserves the right to verify User’s identity on an ongoing basis, especially when their identification information has been changed or their activity seemed to be suspicious (unusual for the particular User). The Company can identify an activity as suspicious on its sole discretion.

2.5. VirSymX reserves the right to request up-to-date documents from the Users, even though they have passed identity verification in the past.

2.6. User’s identification information will be collected, stored, shared and protected strictly in accordance with the VirSymX’s Privacy Policy and related regulations.

2.7. Once the User’s identity has been verified, VirSymX considers itself being removed legally not liable in a situation where its Services are used to conduct illegal activity.

## 3. Compliance Officer

3.1. The Compliance Officer is the person, duly authorized by VirSymX, whose duty is to ensure the effective implementation and enforcement of the Policy.

- 3.2. It is the Compliance Officer's responsibility to supervise all aspects of implementing the Policy including but not limited to:
- 3.2.1. Collecting Users' identification information;
  - 3.2.2. Establishing and updating internal policies and procedures for the completion, review, submission, and retention of all reports and records required under the applicable laws and regulations;
  - 3.2.3. Monitoring the transfer of assets and investigating any significant deviations from normal transfer activity;
  - 3.2.4. Implementing a records management system for appropriate storage and retrieval of documents, files, forms and logs;
  - 3.2.5. Updating risk assessment regularly.
- 3.3. The Compliance Officer is entitled to interact with competent authorities, involved in the prevention of all types of illegal activity.

#### 4. Monitoring of Assets' Transferring

- 4.1. The Users can be known not only by verifying their identity (who they are) but, more importantly, by analyzing their assets' transferring patterns (what they do). Therefore, VirSymX relies on data analysis as a risk-assessment and suspicion detection tool. VirSymX may perform a variety of compliance-related tasks, including capturing data, filtering, record-keeping, investigation management, and reporting.
- 4.2. Monitoring system functionalities may include:
- 4.2.1. Aggregating transfers of assets by multiple data points, placing Users on watch and service denial lists, opening cases for investigation where needed, sending internal communications and filling out statutory reports, if applicable.
  - 4.2.2. Case and document management
- 4.3. With regard to the Policy, VirSymX will monitor all transfers of assets and it reserves the right to:
- 4.3.1. Ensure that transfers of assets of suspicious nature are reported to the proper competent authority through the Compliance Officer;
  - 4.3.2. Request the User to provide any additional information and documents in case of suspicious transfers of assets;
  - 4.3.3. Suspend or terminate User's Account when VirSymX has a reasonable suspicion that such User engaged in illegal activity.
- 4.4. The above list is not exhaustive and the Compliance Officer will monitor Users' transactions on a day-to-day basis in order to define whether such transactions are to be reported and treated as suspicious or are to be treated as bona fide.

#### 5. Risk Assessment

- 5.1. The Company, in line with the international requirements, has adopted a risk-based approach to identify and combat against an illegal activity. By adopting a risk-based approach, VirSymX is able to ensure that measures to prevent an illegal activity are commensurate with the identified risks. This will allow resources to be allocated in the most efficient ways. The principle is that resources should be directed in accordance with priorities so that the greatest risks receive the highest attention.

#### Application programming interface License Agreement

This Application Programming Interfaces License Agreement ("Agreement") is a legal agreement between you or any company you represent ("Licensee") and VirSymX for the API licensed by VirSymX. By accepting these terms or by installing, downloading, copying, or otherwise using the

Application Programming Interface (“API”), you agree to be and will be bound by the terms of this Agreement as a condition of your license. If you do not agree to the terms of this Agreement, you may not use the API.

The API is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The API is licensed to you, and its use is subject to the terms of this Agreement.

## 1. Definitions

1.1. “Application Programming Interfaces” or “API” means VirSymX platform technology (<https://www.virsymx.com> and its related services), which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. API shall include any future, updated or otherwise modified version(s) thereof furnished by VirSymX (in its sole discretion) to Licensee.

1.2. “Documentation” includes, but is not limited to programmer guides, CDs, manuals, materials, and information appropriate or necessary for use in connection with the API.

## 2. Grant of License

2.1. Subject to the terms of this Agreement, VirSymX hereby grants Licensee a limited, non-exclusive, non-transferable, royalty-free license (without the right to sublicense) to use the API solely for the purpose of Licensee’s internal development efforts to develop applications to work in conjunction with the VirSymX products referenced in the API and for which the API was provided.

2.2. Licensee shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any third party.

## 3. Other Rights and Limitations

3.1. Copies. Licensee may copy the API only as necessary to exercise its rights hereunder.

3.2. No Reverse Engineering. Licensee shall have no rights to any source code for any of the software in the API, except for the explicit rights to use the source code as provided to Licensee hereunder. Licensee may not reverse engineer, decompile, modify, disassemble or otherwise alter the API or any part thereof or otherwise reduce the API to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by this Agreement or applicable laws.

3.3. Third Party Software. Licensee acknowledges that effective utilization of the API may require the use of a development tool, compiler and other software and technology of third parties (“Third Party Software”). Licensee is solely responsible for procuring such Third Party Software and technology and the necessary licenses for the use thereof. VirSymX makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software.

3.4. No right is granted to Licensee to sublicense its rights hereunder. All rights not expressly granted are reserved by VirSymX and, except as expressly set forth herein, no license is granted by VirSymX under this Agreement directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of VirSymX. Nothing herein shall be deemed to authorize Licensee to use VirSymX’s trademarks or trade names in Licensee’s advertising, marketing, promotional,

sales or related materials. VirSymX reserves all rights not otherwise expressly granted in this Agreement.

3.5. No assertion by Licensee. Licensee agrees not to assert any patent rights related to the API or applications developed using the API against VirSymX, VirSymX's distributors, VirSymX customers, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

#### 4. Ownership

4.1. As between VirSymX and Licensee, VirSymX or its licensors shall own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the API and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto and Licensee hereby irrevocably transfers, conveys and assigns to VirSymX all of its right, title, and interest therein. VirSymX shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections with respect thereto. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title or ownership to the API, but only a right of limited use under the terms and conditions of this Agreement.

#### 5. Support

5.1. VirSymX will not provide any support for the API under this Agreement. Nothing herein shall be construed to require VirSymX to provide consultations, support services or updates, upgrades, bug fixes or modifications to the API.

#### 6. Confidentiality

6.1. The API contains valuable proprietary information and trade secrets of VirSymX and its suppliers that remain the property of VirSymX. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the API.

#### 7. No Warranty

7.1. The API and Documentation are provided "AS-IS" without any warranty whatsoever. To the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed.

7.2. No advice or information, whether oral or written, obtained by you from VirSymX or through or from the API shall create any warranty not expressly stated in this agreement. VirSymX does not warrant that the API and Documentation are suitable for licensee's use, that the API or Documentation are without defect or error, that operation will be uninterrupted, or that defects will be corrected. Further, VirSymX makes no warranty regarding the results of the use of the API and Documentation.

#### 8. Limitation of Liability

8.1. VirSymX WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE API WITH ANY THIRD PARTY SOFTWARE, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT

NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; LOSS OF BUSINESS INFORMATION, DATA OR DATA USE; LOSS OF GOODWILL; DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF VirSymX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, VirSymX TOTAL LIABILITY TO LICENSEE FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SOFTWARE AND/OR IP ON THIS TECHNOLOGY PLATFORM, OR ANY OTHER PROVISION OF THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT OF 100 USD. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## 9. Indemnity

9.1. You agree to indemnify and hold harmless VirSymX and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the API, your connection to the API, or your violation of the Agreement.

## 10. Disclaimer of Warranty

10.1. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL API PROVIDED BY VirSymX IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM VirSymX, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, VirSymX DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANSHIP LIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATIONS OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VirSymX OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY VirSymX OF WARRANTY REGARDING THE API OR THE AGREEMENT, OR TO CREATE ANY WARRANTY OF ANY SORT FROM VirSymX.

10.2. VirSymX DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD PARTY API PROVIDER. VirSymX EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD PARTY API PROVIDER

OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD PARTY API PROVIDER.

## 11. Term and Termination

11.1. The effective date of this Agreement is the start of use of the API by the Licensee.

11.2. This Agreement will terminate automatically if you fail to comply with any of the terms and conditions of this Agreement and you will be liable to VirSymX and its suppliers for damages or losses caused by your non-compliance. The waiver by VirSymX of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

11.3. Either party shall have the right to terminate the Agreement, upon a thirty (30) days written notice to the other party.

11.4. Upon termination of this Agreement, Licensee will immediately cease using the API Development Kit, and Licensee agrees to destroy all adaptations or copies of the API and Documentation or return them to VirSymX upon termination of this License.

11.5. VirSymX shall have the right to audit your use of the API in conjunction with this Agreement, and you will provide reasonable assistance for this purpose.

11.6. The rights of VirSymX and your obligations contained in this Agreement survive any expiration or termination of this Agreement.

## 12. Applicable Law; Arbitration

12.1. Licensee and VirSymX agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

12.2. Licensee and VirSymX agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to VirSymX shall be sent to [legal@virsymx.com](mailto:legal@virsymx.com).

12.3. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

12.4. Whether the dispute is heard in arbitration or in court, you will not commence against VirSymX a class action, class arbitration or representative action or proceeding.

## 13. Miscellaneous.

13.1. Assignment. Licensee may not assign this Agreement or any interest or rights granted hereunder to any third party without the prior written consent of VirSymX. A change of control or reorganization of Licensee pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this Agreement. This Agreement shall terminate immediately upon the occurrence of any prohibited assignment.

13.2. Waiver. No failure by either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights and no waiver of a breach in a particular situation shall be held to be a waiver of any other or subsequent breach.

13.3. Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions of this Agreement will remain in force.

13.4. Entire agreement. This Agreement represents the complete agreement concerning the API and oral amendments are void. If any provision of this Agreement is held to be

unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

13.5. By installing, copying, or otherwise using this API, you acknowledge that you have read, understand and agree to be bound by the terms and conditions indicated above.

## Cookies

To make <https://www.virsymx.com> (the “Technology Platform”) work properly and to enhance your user experience, the Technology Platform sometimes places small data files called cookies in the user’s device.

### 1. What Are Cookies?

1.1. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from the Technology Platform and stored on your computer’s hard drive.

1.2. Cookies enable the Technology Platform to remember your actions and preferences (such as login, language, font size and other display preferences) over a period of time, so you don’t have to keep re-entering them whenever you come back to the Technology Platform or browse from one page to another.

### 2. How Do We Use Cookies?

2.1. This Technology Platform uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer, to help the Technology Platform analyze how users use the site. The information generated by the cookie about your use of different sites (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of sites, compiling reports on sites activity for sites operators and providing other services relating to sites activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of the Technology Platform. By using the Technology Platform, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

### 3. How to Control Cookies?

3.1. You can control and/or delete cookies if you wish. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being stored therein. If you do this, however, you may have to manually adjust some preferences every time you visit the Technology Platform and some services and functionalities may not work.

## END-USER LICENSE AGREEMENT

This End-User License Agreement (“EULA”) is a legal agreement between You (“Licensee”, “You”) as the user (either an individual or an entity) of <https://www.virsymx.com> and its related mobile and other applications and VirSymX, who operates <https://www.virsymx.com> and its related mobile and other applications (“Technology Platform”), including:

1. all HTML files, XML files, Java files, graphics files, animation files, video files, data files, technology, development tools, scripts and programs, both in object code and source code etc. (the "Software"). The Software is owned by Licensor and/or its affiliated companies and is incorporated into the Technology Platform in order to ensure functionality of the Technology Platform;

2. any other intellectual property items of Licensor and/or its affiliated companies incorporated into or associated with the Technology Platform such as patents, designs know-how, associated media, online or electronic documentation (hereinafter, the "IP")

BY INSTALLING, COPYING AND OTHERWISE USING THE SOFTWARE AND THE IP YOU ACCEPT THE TERMS OF THIS EULA REGARDING THE SOFTWARE AND THE IP. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT PERMITTED TO USE THE SOFTWARE AND THE IP.

This EULA is not applicable to the Application Programming Interfaces (API). The use of API is governed under the separate API License Agreement.

## 1. GRANT OF LICENSE

1.1. By installing, downloading and otherwise using the Software and the IP You agree to become the Licensee and be granted limited, non-exclusive, non-sublicensable, worldwide, non-assignable, non-exclusive and royalty-free license to use the Software and the IP. Licensor grants You the following rights provided that You comply with all terms and conditions of this EULA:

1.1 (a) You may download, install, use, access, display and run one copy of the Software only as an end user of the Technology Platform. The Software shall remain and be used within the Technology Platform as its functional part; You shall use the IP only as an end user of the Technology Platform and only for the purposes of exploiting the Technology Platform and its functions.

## 2. RESERVATION OF RIGHTS AND OWNERSHIP

2.1. The Software and the IP are protected by copyright, patent, registration and other intellectual property regulations. Licensor or its suppliers own the title, copyright and other intellectual property rights in the Software and the IP. The Software and the IP are licensed, not sold.

2.2. You agree that Licensor and its affiliates may collect and use (including through any applications) technical information for the purpose of the Technology Platform support services related to the Software and the IP.

## 3. LIMITATION ON END USER RIGHTS

3.1. You may not reverse engineer, decompile, disassemble, otherwise attempt to discover the source code or algorithms of the Software, adapt, modify or alter otherwise the IP or the Software and any part thereof, disable any features of the Software, create derivative works based on the Software or the IP, make back-up copies, register the Software, the IP or any part thereof or use the Software, the IP or any part thereof for commercial purposes, including without limitation deriving profit.

3.2. You may not sell or provide licenses to or disseminate the Software or its parts in any other ways to any third person.



3.3. You are not allowed to decompile, disassemble, or modify the IP or use any parts of it for copying, getting commercial gain or for incorporation into any other platforms but the Technology Platform.

Failure to comply with restrictions specified in this EULA may lead to civil, administrative or criminal liability under applicable law.

#### 4. SOFTWARE UPDATES

4.1. Licensor may provide to You or make available to You updates, upgrades, supplements and add-on components (if any) of the Software, including bug fixes, service upgrades (partly or entire), products or devices, and updates, and enhancements to any Software previously installed (including entirely new versions), (collectively "Update") after the date You obtain Your initial copy of the Software in order to improve such Software or ultimately enhance Your user experience with the Technology Platform. This EULA applies to all and any component of the Update that Licensor may provide to You or make available to You after You obtain Your initial copy of the Software, unless we provide other terms along with such Update.

4.2. To use the Software provided through Update, You must first be licensed for the Software identified by Licensor as eligible for the Update. The updated Software version may add new functions and, in some limited cases, may delete existing functions.

#### 5. NO SOFTWARE TRANSFER

5.1. You may not transfer or assign this EULA or the rights to the Software and the IP granted herein to any third party.

#### 6. TERM

6.1. This EULA is effective for the period the Technology Platform, the IP and the Software are being used by You.

6.2. This EULA terminates in case:

6.2 (a) You breach the EULA; or

6.2 (b) You decide to terminate Your use of the Technology Platform, or

6.2 (c) the Technology Platform ceases to exist.

#### 7. DISCLAIMER OF WARRANTY

7.1. UNLESS SEPARATELY STATED ALL SOFTWARE AND/OR IP PROVIDED BY LICENSOR WITH THE TECHNOLOGY PLATFORM (WHETHER INCLUDED WITH THE TECHNOLOGY PLATFORM, DOWNLOADED, OR OTHERWISE OBTAINED) IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM LICENSOR, EITHER EXPRESS OR IMPLIED. TO THE FULLEST POSSIBLE EXTENT PURSUANT TO APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANSHIP LIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATIONS OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LICENSOR OR ITS

AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY LICENSOR OF WARRANTY REGARDING THE SOFTWARE AND/OR IP OR EULA, OR TO CREATE ANY WARRANTY OF ANY SORT FROM LICENSOR.

7.2. LICENSOR DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD-PARTY APPLICATION PROVIDER. LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD-PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD-PARTY APPLICATION PROVIDER.

## 8. LIMITATION OF LIABILITY

8.1. LICENSOR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE AND/OR IP OR COMBINE THE SOFTWARE WITH ANY THIRD PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, LICENSOR TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SOFTWARE AND/OR IP ON THIS TECHNOLOGY PLATFORM, OR ANY OTHER PROVISION OF THIS EULA, SHALL NOT EXCEED THE AMOUNT OF 100 USD. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## 9. APPLICABLE LAW; ARBITRATION

9.1. Licensee and VirSymX agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

9.2. Licensee and VirSymX agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to VirSymX shall be sent to [legal@virsymx.com](mailto:legal@virsymx.com).

9.3. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

9.4. Whether the dispute is heard in arbitration or in court, you will not commence against VirSymX a class action, class arbitration or representative action or proceeding.

## 10. ENTIRE AGREEMENT; SEVERABILITY

10.1. This EULA is the entire agreement between You and Licensor relating to the Software and the IP and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software and the IP or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

## 11. INJUNCTIVE RELIEF

11.1. The Licensee acknowledges and agrees that the breach by it of any obligations hereunder may cause serious and irreparable harm to Licensor, which probably could not adequately be compensated for in damages. Licensee therefore consents to an order of specific performance or an order of injunctive relief being issued against Licensee restraining it from any further breach of such provisions and agrees that Licensor may issue such injunction against it without the necessity of an undertaking as to damages. The provisions of this section shall not derogate from any other remedy, which Licensor may have in the event of such a breach.

## TRANSPARENCY POLICY

This Transparency Policy (hereinafter “the Policy”) establishes the manner in which VirSymX and its affiliates (collectively, “we”, or “us”), including any activity arising from <https://www.virsymx.com> (the “Website”) and its related services, provide answers to different requests from competent authorities, legal entities and individuals. In the course of our services provision, we face from time to time with different types of incoming requests. This Transparency Policy applies to the Website and all services provided by VirSymX.

### 1. Transparency Principles.

#### 1. Transparency Principles.

1.1. We respect the privacy of our clients. The current version of the Privacy Policy is available here.

1.2. We respect the right of competent authorities to collect necessary information. In certain circumstances, We are obliged to provide requested information to competent authorities. Request for the information should be made on a legal basis and in compliance with the Policy. We closely scrutinize competent authorities’ requests at our best, and We reserve the right to leave the request without action when it does not comply with the law.

### 2. Requests from Competent Authorities. General Information.

2.1. Competent authority is any person or organization that has the legally delegated by the state, province, municipality or similar authority capacity or power to perform the function of filing requests for obtaining information and data.

2.2. Any request for information shall be made in clear English language only and include a valid email address for us to deliver our feedback. Valid email is an official email of the competent authority, which is obviously associated with the competent authority in question. VirSymX communicates only via email with a confirmed receipt.

2.3. In case, where permitted, VirSymX prefers to receive inquiries via email [legal@virsymx.com](mailto:legal@virsymx.com) . (hereinafter “E-mail address for correspondence”).

2.4. The requests shall include the following information:

2.4.1. Full information about competent authority issuing the request for information;

2.4.2. The name and identification information of the person in charge;

- 2.4.3. An official email and postal address of the competent authority and contact phone number;
- 2.4.4. The clear description of the types of information which competent authority wants to receive.
- 2.5. Please allow at least Fifteen (15) days for us to be able to examine your request.
- 2.6. VirSymX can provide Competent Authorities with following information:
  - 2.6.1. The connection between blockchain assets and e-mail of the user;
  - 2.6.2. The identification of implemented transactions;
  - 2.6.3. The activity of user on the Website (the connection between IP and user email).

### 3. Different Types of Requests from Competent Authorities

- 3.1. Request for information. For obtaining different type of information a competent authority shall make a request from valid e-mail as described above to Email address for correspondence. Where it is prohibited by local law to make a request through email, the request of information can be sent in written form to Address for correspondence.
- 3.2. Request for the users' accounts restraint (suspension of operations on accounts). In extraordinary cases, We may restrain the trade activity of particular account. Competent authority has to file this type of request to Email address for correspondence.
- 3.3. Request for the seizure and forfeiture of property from user account. Seizure and forfeiture of the assets on users' accounts are possible only under the court order submitted to us via E-mail address for correspondence. The court order shall be made in (or translated to) the clear English language. For the execution of the forfeit of someone's digital property a digital wallet is required.
- 3.4. No preferences. We give no preferences to the competent authorities from different countries or in regards to different citizenship or tax residence of users. Therefore there are no different rules to provide us requests. All requests should be filed according to the Policy.

### 4. Requests from Legal Entities and Individuals

- 4.1. Legal entities and individuals have the right to request information from VirSymX.
- 4.2. Requests from legal entities and individuals to VirSymX can be sent via email to support@virsymx.com.
- 4.3. Our address for correspondence is mentioned above.
- 4.4. To legal entities and individuals we can disclose only information and data concerning the activity of the petitioner as our user.
- 4.5. We reserve the right to keep the confidential information about third parties undisclosed to the petitioners.

### 5. Exemption of Liabilities

- 5.1. The information and data supplied in response to requests is endeavored to be collected and provided to the fullest and most accurate possible extent. However, nothing in such information and data can be ensured to contain no errors, mistakes, mis-presentations or failures etc. Such errors, mistakes, mis-presentations or failures etc. can be the result of human agency, program or process imperfections, such as i.e. crypto-validation deficiency. THEREFORE, NEITHER VirSymX NOR WHERE APPLICABLE ANY OF OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OUTSOURCED ADVISORS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER WITH RESPECT TO THE

INFORMATION AND DATA AND, IN PARTICULAR, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND DATA.

5.2. Nothing in this section shall be deemed or construed as non-willingness to provide the requested information and data.