

Client enters into this Account Application and Agreement (“**Agreement**”) with Shmegegíe as of the date this document is executed by Client.

PART 1 – DEFINED TERMS & CONDUCTING BUSINESS WITH Shmegegíe

1. DEFINITIONS

Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following terms shall have the following meanings:

- 1.1. “Authorized User” means an individual or entity as may be designated by Client and identified in writing to Shmegegíe to have authority to act on Client’s behalf. Shmegegíe shall be permitted to rely upon such notice without any duty to determine the validity or propriety either of such status or appointment or of any instrument purporting to effectuate or document such status or appointment. Client will ensure that the Authorized User is aware of, and agrees to be bound by, the terms and conditions set forth under this Agreement and that Client shall provide to Shmegegíe written evidence of the agreement of such individual or entity.
- 1.2. “Balance Due” means the amount of funds outstanding to Shmegegíe by Client.
- 1.3. “Recipient” means any payee so designated by Client.
- 1.4. “Client” means the party entering into this Agreement with Shmegegíe.
- 1.5. “Client Purchase Price” means the price per applicable Digital Asset set forth in an Order multiplied by the number of Client Purchased Digital Assets set forth in such Order.
- 1.6. “Client Purchased Digital Assets” means the number and type of Digital Asset Client agrees to purchase from Shmegegíe (or from such seller on behalf of whom Shmegegíe is acting as agent) pursuant to an Order.
- 1.7. “Contribution” means content uploaded by Client to the Online System.
- 1.8. “Credit Risk” means the possibility of a loss resulting from Client’s failure to repay a Settlement.
- 1.9. “Digital Assets” means type of assets which can only and exclusively be transmitted by means of blockchain technology, including but not limited to NFTs, digital coins and digital tokens and any other type of digital mediums of exchange, such as Bitcoin, Bitcoin Satoshi Vision, Ethereum, etc., to the full and absolute exempt of securities of any kind.
- 1.10. “Digital Asset Network” means the computer network that governs the transfer of applicable Digital Asset.
- 1.11. “Custodial Account” means an account opened by Client, which is used by Client to manage and direct the investment of Custodial Funds.
- 1.12. “Custodial Funds” means funds, assets, moneys and/or other property (including real and personal, tangible or intangible) deposited by Client into the Custodial Account.
- 1.13. “Exchange” means an exchange of the Digital Asset of one type to the Digital Asset of another type at the terms and conditions set forth by exchanging parties, which is executed via third party services in the respective block-chain network.
- 1.14. “Shmegegíe” means the Shmegegíe Group of related companies, including parent, subsidiaries and affiliates, including, without limitation, entities existing now or in the future which owns, owning or in common ownership with the relevant entity.
- 1.15. “Shmegegíe Intellectual Property” means all copyright, trademarks, service marks, trade secrets, registered and unregistered design rights and all other intellectual property rights that are the exclusive property of Shmegegíe.
- 1.16. “Shmegegíe Purchase Price” means the price per applicable Digital Asset set forth in an Order multiplied by the number of Shmegegíe Purchased Digital Assets set forth in such Order.
- 1.17. “Shmegegíe Purchased Digital Assets” means the number and type of Digital Asset Shmegegíe (or such purchaser on behalf of whom Shmegegíe is acting as agent) agrees to purchase from Shmegegíe pursuant to an Order.
- 1.18. “Fork” means when a Digital Asset Network’s existing code is changed, and an old version remains on the network while the new network is created.
- 1.19. “Loss” or “Losses” means direct and consequential financial losses, damages, costs, judgments, penalties, fines, expenses, legal and accounting fees and expenses, costs of investigation, settlements, court costs and other expenses of litigation, as well as fees and expenses and losses not related to litigation or legal process and lost profits.
- 1.20. “NFT” means non-fungible token which is a digital file stored on a digital ledger (commonly known as blockchain) that certifies a unique Digital Asset and the ownership of such asset.
- 1.21. “NFT Content” means the media within the NFT, which may include and incorporate: (i) art, design and drawings created by, created for, and/or otherwise owned by Shmegegíe; (ii) Intellectual Property of Shmegegíe or of third parties; and/or (iii) the name, image, likeness, appearance and/or voice of a natural person.

SHMEGEGIE

OMNIBUS TERMS AND CONDITIONS

GLOBAL

- 1.1. "Online System" means any secure Internet or cloud-based electronic system, which allows users to access Shmegegje Services through an interface or protocol or application program interface, including any proprietary Shmegegje application program interface product and service related to such proprietary application program interface.
- 1.2. "Online System Access Method" means a unique user identification and unique password for each Client required to access the Online System.
- 1.3. "Order" means a request by Client to Shmegegje to provide Services, including any request for Services made by Telegram Messenger or electronic mail.
- 1.4. "Party" or "Parties" mean individually or collectively, Client and Shmegegje.
- 1.5. "Payment" means good, cleared funds received by Shmegegje from, or on behalf of, Client.
- 1.6. "Personal Information" means any information about an identifiable individual, other than an individual's business contact information when collected, used or disclosed for the purposes of enabling the individual to be contacted in relation to their business responsibilities.
- 1.7. "Recipient" means any payee so designated by Client.
- 1.8. "Regulations" means any applicable statute or regulation.
- 1.9. "Restricted Locations" means jurisdictions where Digital Asset transactions are explicitly prohibited.
- 1.10. "RFQ" means a request for quote by Client to set forth a price to purchase or sell a specified quantity of Digital Assets.
- 1.11. "RTT" means a request submitted to Shmegegje by Client to purchase or sell specified Digital Assets which Shmegegje is willing to purchase or sell a specified quantity of certain Digital Assets which may be requested in fiat currency or another Digital Asset.
- 1.12. "Secure Access Methods" means passwords, API keys, API secrets, IP Whitelisting security devices or other access methods as provided by Shmegegje to access the Shmegegje APIs.
- 1.13. "Service" or "Services" means Shmegegje's provision of Moneybutton Wallet and accessibility to platforms.
- 1.14. "Settlement" means the total amount, including the cost of acquisition and any fees and charges, Client owes to Shmegegje.
- 1.15. "Settlement Date" means the date Client receives the Digital Assets.
- 1.16. "Static Quote" means a quote from Shmegegje to Client of a specified price Shmegegje is willing to purchase or sell a specified quantity of Digital Assets.
- 1.17. "Static Trade" means a receipt submitted by Shmegegje to Client of the price at which the purchase or sale of the specified quantity of Digital Assets was executed.
- 1.18. "Static Trade Request" means a request submitted by Client to purchase or sell based on the terms of a Static Quote.
- 1.19. "Termination Event" means, subject to the Regulations, if Client:
 - 1.19.1. fails to deliver to Shmegegje Payment or communicates to Shmegegje an intent not to provide payment in relation to any Order;
 - 1.19.2. disputes the validity or existence of an Order;
 - 1.19.3. defaults, or communicates its intent to default, on any of its obligations described in this Agreement including any of the representations or warranties set out in this Agreement or elsewhere;
 - 1.19.4. is or is reasonably likely in Shmegegje's opinion to become Insolvent;
 - 1.19.5. receives notice of, or becomes subject to a regulatory or enforcement action or investigation which, in the reasonable judgment of Shmegegje, will materially impair the terms of this Agreement, the expected economic value of this Agreement, or the business reputation of Shmegegje;
 - 1.19.6. is in material breach of this Agreement or any terms of an Order;
 - 1.19.7. places an Order reasonably deemed by Shmegegje, to represent a regulatory, compliance or business risk; or
 - 1.19.8. is, or is suspected of, regulatory non-compliance or breach of any laws or regulations.
- 1.20. "Third Party Content" means the content provided by third parties, including without limitation links to web pages of such parties, which may be represented on the Website and other services.
- 1.21. "Third Party Service" means any platform or network in which Digital Assets belong to you or where you are the beneficial owner of Digital Assets; or any website or platform which we redirect you to; and this platform or website is maintained by a third party outside of the Services, including, but not limited to third party accounts.

2. CONDUCTING BUSINESS WITH SHMEGEGIE

- 2.1. Agreement. This Agreement shall apply to any and all Orders.
- 2.2. Execution of Order. Any Order received from Client will be acted upon on a commercially reasonable efforts basis only. There is no guarantee by Shmegegje that an Order can or will be filled or that instructions provided can or will be acted upon. For example, Shmegegje may reject any Order if:
 - 2.2.1. Shmegegje determines, in good faith and in its sole discretion, that such Order was not authorized by Client;

- 2.2.2. Shmegegje determines, in its sole discretion, that the Order may be contrary to law, contrary to prudent business practices, outside Shmegegje's risk profile, or would require Shmegegje to exceed the Facility granted to Client;
- 2.2.3. Client is Insolvent or in default of the Agreement or Shmegegje determines, in its sole discretion, that it may not receive payment from Client in Settlement of the related Order; or
- 2.2.4. the Order is unclear, incorrect, incomplete or unsatisfactory to Shmegegje for any reason.
- 2.3. **Reliance on Instruction**. Shmegegje is hereby authorized by Client to accept, act and rely upon any instruction that Shmegegje reasonably believes to have been made by, or on behalf of Client. Shmegegje and its representatives are not liable for any Losses Client may suffer as a result of the misconduct of any person purporting to act on behalf of Client.
- 2.4. **No Advice**. Client represents that each Order entered into by Client will be based upon Client's own judgement and that Client is not relying on any communication of Shmegegje or its representatives as investment advice, as a recommendation to enter into an Order or as an assurance of expected results. Client acknowledges that Shmegegje is not acting as a fiduciary or advisor to Client in respect of any Order. For the avoidance of doubt, Client will obtain any necessary independent legal, tax, financial and other advice in relation to any Order and before accepting this Agreement. Shmegegje makes no representation, warranty or guarantee as to the performance, returns, loss or risks in connection with any Order. No representative of Shmegegje may waive or vary any of Shmegegje's rights as set out in this Agreement nor may they accept any liability on Shmegegje's behalf.
- 2.5. **Information Sources**. Market information may, from time to time, be provided to Client through Shmegegje. This information may be obtained from various information providers through sources believed to be reliable. Shmegegje does not guarantee the timeliness, sequence, accuracy, completeness, or fitness for a particular purpose of any market information provided through Shmegegje. Such information may include opinions and recommendations of individuals or organisations and Client understands that Shmegegje may not endorse such recommendations or opinions, and that Shmegegje is not providing any investment, tax, accounting or legal advice to Client by including or making available such market information.
- 2.6. **Orders Binding**. An Order becomes binding on Client upon receipt by Shmegegje and creates an obligation on Client to settle the Order. Any Losses in connection with Client's failure to settle an Order are the sole responsibility of Client. All Orders shall be subject to all restrictions or limitations, direct or indirect, which are imposed by Shmegegje's charter, articles of incorporation or bylaws; all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the Order is executed; Shmegegje's policies and practices; and this Agreement.
- 2.7. **Evidence of Material Terms of Orders**. The Telegram Messenger and/or electronic mail is evidence of certain material terms of the Order. In such circumstances, the records of Shmegegje with respect to that Order will constitute conclusive evidence of the terms of the Order. Telegram Messenger and/or electronic mail will constitute conclusive proof and agreement of the Parties of the details of the Order.
- 2.8. **Means of Processing Orders**. Shmegegje may use whatever intermediary banks, payments systems or methods Shmegegje deems commercially reasonable and appropriate for processing an Order. Client agrees to be bound by applicable law, regulations, clearing house rules or other rules or procedures of any funds transfer or communications system that is used. While Shmegegje will make every commercially reasonable effort to ensure the timely fulfilment of each Order, Shmegegje is not responsible for the speed and timing of payment processing by financial institutions or systems beyond the control of Shmegegje. Shmegegje is not responsible for any errors or omissions or for any actions that may be taken or not taken, or fees that may be deducted, by any intermediary or correspondent financial institution or by the Recipient's financial institution in association with any Order, including any cancellation or rejection.
- 2.9. **Cancellation and Correction**.
- 2.9.1. Once Shmegegje accepts an Order, Client may not cancel the Order and is liable for all amounts owed as result. If Client otherwise wishes to amend an Order, Shmegegje shall use commercially reasonable efforts only to do so. There is no assurance that Shmegegje will be able to cancel or amend an Order.
- 2.9.2. Client acknowledges that Shmegegje cannot reverse a Digital Asset Order which has been broadcast to a Digital Asset Network, and losses due to fraudulent or accidental transactions are not recoverable.

PART 2 - SHMEGEGIE SERVICES: FABRIIKX, MONEYBUTTON WALLET & PROVIDED APIs

General Disclaimer. By agreeing to these Terms and Conditions Client is only bound by the terms applicable to the Services they engage in.

3. FABRIIKX

If Client avails itself of this Service the following terms apply.

- 3.1. Shmegegíe facilitates transactions between the buyer and seller of an NFT via the FabriikX Marketplace located at www.fabriikx.com or such URL as may be designated by Shmegegíe from time to time, as well as any mobile apps or other services or applications related thereto (collectively "FabriikX").
- 3.2. FabriikX is a platform and Shmegegíe is not a broker, financial institution, or creditor. This Service is an administrative platform only.
- 3.3. Client acknowledges and agrees that the form and nature of the FabriikX, and any part of it, may change from time to time without prior notice to Client, and that Shmegegíe may add new or remove existing features and change any part of the FabriikX at its sole discretion.
- 3.4. Shmegegíe is not a party to any agreement between the buyer and seller of the NFT on the FabriikX.
- 3.5. Shmegegíe earns revenue from FabriikX via transaction fees.
- 3.6. Shmegegíe reserves the right to resolve any disputes arising from purchases via FabriikX, including in connection with any auctions or other purchase methods.
- 3.7. **Selling NFT.** By minting, providing, or selling an NFT through FabriikX, Client hereby represents and warrants that they own all legal right, title and interest in all intellectual property rights to the NFT Content linked or associated with such NFT, or Client is legally authorized by the intellectual property owner to mint, provide or sell the NFT on FabriikX. Except for NFTs minted on FabriikX, in order to list any NFT for sale on FabriikX, Client must first deposit the NFT for sale for custody with Shmegegíe until such time as the NFT is sold or they decide to remove the NFT from FabriikX. Shmegegíe has no obligation or liability to Client for keeping, storing, or helping Client recover any NFT Content associated with their NFTs.
- 3.8. **Buying NFT.** When Client purchases an NFT, they own the NFT that is associated with certain NFT Content, but they do not own any intellectual property rights in such NFT Content except for the license grants expressly set forth herein. In certain cases, Shmegegíe may help to evaluate or provide Client with information about a seller of an NFT. However, such information is provided for informational purposes only. Client bears full responsibility for verifying the authenticity, legitimacy, identity of any NFT they purchase on FabriikX. Shmegegíe makes no guarantees or promises about the identity, legitimacy, or authenticity of any NFT on FabriikX.
- 3.9. **NFT License.** Client retains all rights to the NFT Content they post, upload, submit, or otherwise made available through FabriikX, except for rights expressly granted herein. In order to operate through FabriikX, Shmegegíe must obtain from Client certain license rights in their NFT Content so that actions Shmegegíe takes in operating FabriikX are not considered legal violations. Accordingly, by using FabriikX and uploading NFT Content or otherwise made NFT Content available, Client grants Shmegegíe a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes e.g.. making sure content is viewable on smartphones as well as computers and other devices) NFT Content in any and all media or distribution methods (now known or later developed) but solely as required to be able to operate and provide services of FabriikX. Client agrees that this license includes the right for Shmegegíe to provide, promote, and improve FabriikX. Client agrees that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable and include a right for Shmegegíe to make their NFT Content available to, and pass these rights along to, others with whom Shmegegíe has contractual relationships related to the provision of FabriikX, and solely for purpose of providing FabriikX, and to otherwise permit access to disclose Client's NFT Content to third parties if Shmegegíe determines such access is necessary to comply with their legal obligations.
- 3.10. Client agrees that other users of FabriikX shall have the right to comment on, publish, display, modify or include a copy of Client's NFT Content as part of the users' own use of FabriikX. except that the foregoing shall not apply to any of Client's NFT Content that is posted privately for non-public display on the NFT Marketplace.
- 3.11. **Representations & Warranties.** Client represents and warrants that they have obtained all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for their NFT Content. Client agrees that their NFT Content will not contain material subject to copyright or other proprietary rights; unless Client has the necessary permission or are otherwise legally entitled to post the material and to grant Shmegegíe the license described above.
- 3.12. **Purchase License.** If Client sells an NFT through FabriikX, Client grants the buyer of the NFT a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the NFT Content for such purchased NFT, solely for the following purposes: (i) for the buyer's own personal use; (ii) as part of a marketplace that permits the purchase and sale of such NFTs, provided that the marketplace cryptographically verifies each NFT's owner's rights to display the NFT Content for their NFTs to ensure that only the actual owner can display the NFT Content; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFT,

provided that the website/application cryptographically verifies each NFT's owner's rights to display the NFT Media for their NFTs to ensure that only the actual owner can display the NFT Content, and provided that the NFT Content is no longer visible once the owner of the NFTs leaves the website/application (the "NFT Purchase License"). If Client buys NFTs, they agree that the NFT Purchase License only lasts as long as Client is the valid owner and holder of the NFT associated with the licensed NFT Content. If Client sells or transfers the NFT to another person, this NFT Purchase License will transfer to such other owner or holder of the NFT, and Client will no longer have the benefits of such NFT Purchase License. Unless otherwise specified by seller of an NFT in writing, Client's purchase of an NFT does not give them the right to publicly display, perform, distribute, sell or otherwise reproduce the NFT or its related NFT Content for any commercial purpose.

- 3.13. Client agrees to not make any claims against Shmegegíe for any breach of these NFT Terms by a seller or buyer, including if they make commercial use of the related NFT Content in breach of these NFT Terms.
- 3.14. Shmegegíe have the right to remove or refuse to post any of Client's NFT Content, including NFTs, (i) for any or no reason in Shmegegíe's sole discretion; and (ii) take any action with respect to the NFT Content that Shmegegíe deem necessary or appropriate in Shmegegíe's sole discretion, including if it is believed that the NFT Content violates these NFT Terms, infringes any intellectual property right of any person or entity, threatens the personal safety of other clients of FabriikX or the public, or could create liability for Shmegegíe or other clients.
- 3.15. Copyright Infringement. Shmegegíe may, but is not obligated to, monitor the NFTs uploaded to FabriikX for infringement of a third party's intellectual property rights. Shmegegíe cannot undertake to review all content before it is uploaded to FabriikX and cannot ensure prompt removal of objectionable content after it has been uploaded or posted. Shmegegíe assumes no liability for any action regarding transmissions, communications, or content provided by any client or user of FabriikX. If Client believes that any NFT Content has been copied in a way that constitutes copyright infringement, they may notify Shmegegíe's legal department at help@shmegegíe.com. The following information is to be provided with the communication: (i) identification of the copyrighted work that is claimed to be infringed; (ii) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the NFT Marketplace; (iii) information for our copyright agent to contact you, such as an address, telephone number and e-mail address; (iv) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law; (v) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and (vi) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.
- 3.16. Shmegegíe may, in appropriate circumstances and at its discretion, disable or terminate accounts of users who repeatedly infringe copyrights or intellectual property rights of others. Any user of the NFT Marketplace who has uploaded or posted materials identified as infringing as described above may supply a counter-notification. When Shmegegíe receives a counter-notification, it may reinstate the posts or material in question, in its sole discretion. To file a counter-notification with Shmegegíe, Client must provide a written communication (by email) that sets forth: (i) Client's name, address, telephone number, e-mail address and physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; and (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- 3.17. Please note that Client will be liable for damages if they materially misrepresent that content or an activity is not infringing the copyrights of others.
- 3.18. Payment. Client must provide and maintain valid payment information in connection with their Shmegegíe Account. Client represents and warrants that they are authorized to use the payment method of choice via FabriikX. Client authorizes Shmegegíe to charge their payment method for the total amount of the purchase price. Client's order may be suspended or cancelled for any reason if the payment method cannot be verified, is invalid or is otherwise not acceptable. Shmegegíe holds no liability to Client or to any third party for any claims or damages that may arise as a result of any payments or transactions that are engaged in via FabriikX, or any other payment or transactions that are conducted via FabriikX. Shmegegíe does not provide refunds for any purchases that are made on or through FabriikX – whether for NFTs or anything else.
- 3.19. Assumption of Risk. All purchase and sales made on FabriikX are entirely at Client's own risk. Client acknowledges that they have obtained sufficient information to make an informed decision to purchase an NFT. Client indemnifies Shmegegíe from all liability for any losses they incur by transacting or facilitating transactions on FabriikX.

4. MONEYBUTTON WALLET (the "Wallet")

If Client avails itself of this Service the following terms apply.

- 4.1. The Wallet is provided to Client exclusively by Shmegegíe. At no point will Shmegegíe ever take custody or control over Digital Assets stored in Client's Wallet.
- 4.2. Wallet Creation. When Client creates a Wallet, the Wallet software generates a cryptographic mnemonic that Client may use to send and receive any supported Digital Assets via the relevant Digital Asset Network. Client is solely responsible for storing, outside of the Services, a backup of any Wallet, mnemonic, private key or transaction information that they maintain in their Wallet. If Client does not maintain a backup of their Wallet data, they will not be able to access Digital Assets previously accessed using their Wallet in the event that Shmegegíe discontinue or no longer offer some or all of the Services or may otherwise lose access to Digital Assets. Shmegegíe is not responsible for maintaining this data on Client's behalf.
- 4.3. Account Content. Client understands that their content (not including credit card information), may be transferred and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- 4.4. Any Digital Assets transaction created with the Wallet must be confirmed and recorded in the digital assets ledger associated with the relevant Digital Asset Network.
- 4.5. Shmegegíe has no control over any Digital Assets Network and therefore cannot and does not ensure that any transaction details Client submits via the Services will be confirmed on the relevant Digital Asset Network. Client agrees and understands that the transaction details they submit via the Services may not be completed, or may be substantially delayed, by the Digital Asset Network used to process the transaction. Shmegegíe does not guarantee that the Wallet can transfer title or right in any Digital Assets or make any warranties whatsoever with regard to title.
- 4.6. Transaction Modification. Once transaction details have been submitted to a Digital Asset Network, Shmegegíe cannot assist Client to cancel or otherwise modify the transaction or transaction details. Shmegegíe has no control over any Digital Asset Network and does not have the ability to facilitate any cancellation or modification requests.
 - 4.6.1. Forks. In the event of a Fork, Shmegegíe may not be able to support activity related to Client's Digital Assets. Client agrees and understands that, in the event of a Fork, the transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. Shmegegíe is not responsible for any loss incurred by Client in whole or in part, directly or indirectly, by a Fork.
 - 4.6.2. Password. Shmegegíe does not receive or store Client's Wallet password, nor any keys, or mnemonic. Shmegegíe cannot assist Client with Wallet password retrieval. Client is solely responsible for remembering, storing and protecting their Wallet password and mnemonic. Any Digital Assets Client has associated with such Wallet may become inaccessible if they do not know or protect their Wallet password. Any third party with knowledge of one or more of Client's credentials (including, without limitation, a mnemonic, a backup phrase, wallet identifier or password) can dispose of Digital Assets in their wallet. When Client creates a Wallet, they must: (i) create a strong password that they do not use for any other website or online service; (ii) provide accurate and truthful information; (iii) protect and keep secret all credentials for the Wallet; (iv) protect access to their device and Wallet; (v) promptly notify Shmegegíe if they discover or otherwise suspect any security breaches related to their Wallet; and (vi) use the backup functionality provided through the Wallet and safeguard their backup files. Client agrees to take responsibility for all activities that occur under their Wallet and accept all risks of any authorized or unauthorised access to their Wallet, to the maximum extent permitted by law.
 - 4.6.3. Fees. Shmegegíe does not currently charge a fee for Wallet, receiving, sending or controlling Digital Assets. However, Shmegegíe reserves the right to do so in the future, and in such case any applicable fees will be displayed prior to Client incurring the fee. Network fees (including, without limitation "miner's fees") required to use a Digital Asset Network may apply to a transaction. Client is solely responsible for paying any such fee and Shmegegíe will neither advance nor fund such a fee on Client's behalf, nor be responsible for any excess or insufficient fee calculation.
 - 4.6.4. Order Refusal. Shmegegíe may, in its sole discretion, limit or cancel quantities purchased per person, per household or per Order. These restrictions may include Orders placed by or under the same Client's account, the same credit card, and/or Orders that use the same billing and/or shipping address. Shmegegíe reserves the right to limit or prohibit orders that, in their sole judgment, appear to be placed by dealers, resellers or distributors.
 - 4.6.5. Site Products & Services. Certain products or services may be available exclusively online through the Online System. These products or services may have limited quantities and are subject to return or exchange only according to their return policies. Shmegegíe makes every effort to display as accurately as possible the colors and images of the products that are available. Shmegegíe cannot guarantee that Client's computer monitor's display of any color will be accurate. Shmegegíe reserves the right, but are not obligated, to limit the sales of

products or Services to any person, geographic region or jurisdiction. Shmegegíe may exercise this right on a case-by-case basis and reserve the right to limit the quantities or discontinue any products or services that are offered. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of Shmegegíe. Any offer for any product or service made on this site is void where prohibited.

PART 3 – GENERAL TERMS (applicable to all Shmegegíe Services)

5. DIGITAL ASSET DISCLAIMER

5.1. By using the Services, Client understands that there are substantial risks associated with the purchase, sale and use of Digital Assets through Shmegegíe, and Client is agreeing to familiarize itself and assume any and all such risks, including:

- 5.1.1. the funds, Digital Assets or value in Client's account are not insured in any way by Shmegegíe or any governmental authority;
- 5.1.2. the value of the Digital Assets Client acquires through the Services are attached to Client's Digital Asset wallets that are accessible only with Client's private key. If Client loses its private key, Client's Digital Assets will be unrecoverable and Shmegegíe will not assist Client in recovering Digital Assets from any Digital Asset wallets without Client's private key;
- 5.1.3. price and liquidity of Digital Assets has been, and may be, subject to large fluctuations on any given day and Client may lose any and all value in Client's Digital Assets at any time;
- 5.1.4. some Digital Asset exchanges have been subject to cyberattacks and other technical issues that have resulted in the loss or theft of Digital Assets to their users and there is a risk that a similar cyberattack could affect the Services and result in the theft or loss of Client's Digital Assets for which Client cannot recover;
- 5.1.5. Digital Assets are not part of a central bank that can take corrective measures to protect the value of Digital Assets in a crisis;
- 5.1.6. changes to applicable law may adversely affect the use, transfer, exchange or value of Client's Digital Assets and such changes may be sudden and without notice;
- 5.1.7. Digital Assets are not legal tender and are not backed by a government; and
- 5.1.8. Digital Assets have value from the continued willingness of market participants to use Digital Assets, thus Digital Assets are susceptible to loss of confidence, which could collapse demand relative to supply and may result in permanent and total loss of value of a particular Digital Asset if the market for such Digital Asset disappears.

6. FEES AND TAXES

- 6.1. Client understands that Shmegegíe will charge certain fees for the Services, as set forth in specific detail in Service terms in Part 2 of this Agreement and via a fee schedule made available to Client. Client agrees and acknowledges the relevant fee for the Service before placing an Order. All fees payable under this Agreement are exclusive of any legally applicable value added tax or similar sales or turnover tax in any relevant jurisdiction. Fees are subject to change without notice. The Fees are non-refundable and Shmegegíe reserves the right to adjust its fees or to institute new fees at any time.
- 6.2. To the extent that Shmegegíe does not collect any applicable taxes but it is later determined that taxes were collectible by Shmegegíe, Client shall pay such applicable taxes to Shmegegíe upon notice of the applicable taxes. Shmegegíe is not liable for any taxes that Client is legally obligated to pay, in any jurisdiction, which are incurred or arise in connection with or related to Client's business activities (under this Agreement or otherwise), and all such taxes will be the financial responsibility of Client. Client understands that Shmegegíe may be required to disclose Client's account information to tax authorities in any country or pursuant to a court order at any time.
- 6.3. Client is also responsible for determining if any income or earnings from a particular investment result in unrelated business taxable income that is subject to unrelated business income tax pursuant to the Regulations.
- 6.4. Tax Sheltering. Shmegegíe is not responsible for determining or investigating whether a particular Order or transaction constitutes an abusive tax shelter scheme or transaction. Client acknowledges and understands that a determination regarding whether a prohibited transaction or an abusive tax shelter scheme or transaction has or would occur depends upon the facts and circumstances that surround a particular investment transaction. The parties acknowledge and agree that the responsibility for filing any forms or disclosing any information to the government with respect to any prohibited transactions or abusive tax shelter schemes or transactions resides entirely with Client.

7. ERRORS AND DISCREPANCIES

- 7.1. Client must promptly review each report or advisory communication regarding Orders or transaction history sent by Shmegegíe and promptly notify Shmegegíe of any error, discrepancy, irregularity or unauthorised activity. Client may not assert any claim against Shmegegíe or its representatives in connection with any errors, discrepancies or irregularities if Client did not exercise reasonable care in examining any such communication which reflected such errors, discrepancies or irregularities, or if Client did not notify Shmegegíe in writing and in a reasonably prompt manner that Client disputes any information contained in, or missing from, any communication. Client shall provide Shmegegíe with all information necessary for Shmegegíe to investigate the error, discrepancy or irregularity.
- 7.2. If Shmegegíe makes a payment to Client in error, Client shall be deemed to hold such funds or Digital Assets in trust for Shmegegíe and return such funds or Digital Assets forthwith to Shmegegíe upon demand. If Client makes a payment to Shmegegíe in error, Shmegegíe shall be deemed to hold such funds or Digital Assets in trust for Client and return such funds or Digital Assets forthwith to Client upon demand.
- 7.3. Client acknowledges that any technical issues arising from the misuse of the Services, including but not limited to entering a wrong address both when indicating the Recipient address or when sending their Digital Assets to Shmegegíe, and other types of user mistakes may not be resolved by Shmegegíe's technical department.
- 7.4. Conclusive Evidence. For the avoidance of doubt, Shmegegíe shall be entitled to rely on its own record of any information or data relating to Client as conclusive evidence of the fact against that Client for all purposes save for manifest error.

8. SHMEGEGIE EXCHANGE ONLINE SYSTEM

- 8.1. Online System Licence. If Client uses the Shmegegíe Exchange Online System (the "Online System") Client agrees to abide by this Agreement. In consideration of Client's agreement to be so bound, Client shall be granted, for so long as the Agreement remains in effect, a non-exclusive, non-transferable, and non-sublicensable license to use the Online System for the sole purpose of facilitating Client's use of Services.
- 8.2. Online System Content. The content on the Online System is provided for general information only. It is not intended to be treated as any advice on which Client should rely. Client must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Online System. Although Shmegegíe makes reasonable efforts to update the information on the Online System, Shmegegíe makes no representations, warranties or guarantees, whether express or implied, that the content on the Online System is accurate, complete or current.
- 8.3. User Generated Content. The Online System may include information and materials uploaded by other users of the Site, including use of bulletin boards and chat rooms, as applicable. This information and these materials have not been verified or approved by Shmegegíe. The views expressed by other users on the Online System do not represent Shmegegíe's views or values.
- 8.4. Uploading Content to Online System: When Client makes a Contribution to the Online System, or to make contact with other users of the Online System, Client must comply with the content standards set out below:
 - 8.4.1. A Contribution must: (i) be accurate (where it states facts); (ii) be genuinely held (where it states opinions); and (iii) comply with the laws applicable in any country from which it is posted.
 - 8.4.2. A Contribution must not:
 - 8.4.2.1. be defamatory of any person;
 - 8.4.2.2. be deceiving, obscene, offensive, hateful or inflammatory;
 - 8.4.2.3. promote sexually explicit material, violence, illegal activity, and/or discrimination;
 - 8.4.2.4. infringe any copyright, database right or trade mark of any other person;
 - 8.4.2.5. breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 8.4.2.6. be in contempt of court;
 - 8.4.2.7. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - 8.4.2.8. be likely to harass, upset, embarrass, alarm or annoy any other person;
 - 8.4.2.9. impersonate any person, or misrepresent your identity or affiliation with any person;
 - 8.4.2.10. give the impression that the Contribution emanates from Shmegegíe, if this is not the case;
 - 8.4.2.11. advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
 - 8.4.2.12. contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or

8.4.2.13. contain any advertising or promote any services or web links to other sites.

- 8.5. Client warrants that any Contribution made shall comply with the above listed standards and acknowledges that Client will be liable to Shmegegíe and indemnify Shmegegíe for any breach of this warranty. This means Client will be responsible for any loss or damage Shmegegíe suffers as a result of Client's breach of warranty.
- 8.6. Any Contribution to the Online System will be considered non-confidential and non-proprietary. Client retains all ownership rights in the content but grants to Shmegegíe (and other users of the Online System) a limited license to use, store and copy that content and to distribute and make it available to third parties. Shmegegíe also has the right to remove any Contribution Client makes on the Online System at their sole discretion.
- 8.7. Client agrees that the Online System is and shall remain the exclusive property of Shmegegíe. Accordingly, Client represents, warrants and covenants that it shall not:
- 8.7.1.1. distribute or disclose the Online System, or any component of it, to, or permit use of the Online System by, any third party;
 - 8.7.1.2. decompile, disassemble, reverse engineer, or otherwise attempt to derive or discern the source code or internal workings of the Online System except to the extent that any reduction of software in the Online System to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Online System with the operation of other software or systems used by Client;
 - 8.7.1.3. use the Online System for any purpose that is illegal or prohibited under the Agreement;
 - 8.7.1.4. use any automated means or interface to access the Services or extract other users' information;
 - 8.7.1.5. use the Online System to communicate with other users or for any commercial purpose;
 - 8.7.1.6. use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from using the Services, or that could damage, disable, overburden, or impair the functioning of the Services;
 - 8.7.1.7. use or attempt to use another user's Online System Access Method without their permission;
 - 8.7.1.8. upload viruses or other malicious code that otherwise compromises the security of the Services;
 - 8.7.1.9. attempt to circumvent any content-filtering techniques Shmegegíe uses, or attempt to access areas or features of the Services that Client is not authorized to access;
 - 8.7.1.10. establish a link to the Online System that suggests in any way any form of association or Shmegegíe's approval or endorsement;
 - 8.7.1.11. probe, scan, or test the vulnerability of the Services, or any related system or network; or
 - 8.7.1.12. encourage or promote any activity that violates the Agreement.
- 8.8. Shmegegíe shall indemnify and hold Client harmless of any damages and costs awarded by a court of competent jurisdiction against Client, which relate directly to a finding by such court that Client's use of the Online System in accordance with the Agreement infringed any copyright, patent, trade secret or other intellectual property right of a third party; provided, however, Client must agree to allow Shmegegíe, to the extent it chooses, to defend and direct all activities relating to the defense and/or settlement of any such third party claim. Client must provide Shmegegíe with prompt notice of any actual or potential third party claim.

9. ONLINE SYSTEM SECURITY

- 9.1. Use of Online System. In order to use the Online System, Client will be required to create an electronic account. Client may have full or limited access to the Online System, in Shmegegíe's sole discretion. If Client wishes Shmegegíe to terminate access to the Online System, Client agrees to issue such request in writing, to be confirmed by Shmegegíe in writing. Without limiting this Section, until such time as Shmegegíe's confirms Client's access has been terminated, Client will remain responsible for any Orders placed and other activity using the Online System.
- 9.2. Access. Shmegegíe will provide Client with a username and temporary password to access the Online System. It is the sole responsibility of Client to safeguard the security of its password, and Client agrees that it will change the temporary password to a unique password promptly upon issuance, and periodically change the password thereafter to ensure security. Client expressly acknowledges and agrees that such use is made in accordance with this Agreement and any additional user agreement or manual provided by Shmegegíe, including maintaining any minimum operating and Internet browser requirements. Shmegegíe may suspend, limit or terminate a Client's access to the Online System, without notice, at any time to (i) reflect changes in law, (ii) meet new regulatory requirements, (iii) perform essential technological or security upgrades or (iv) where Client breaches the obligations set out in this Agreement or as a result of Client's wrongful or improper use of the Services.
- 9.3. Client's Responsibility for Use of Online System. Client is solely responsible for all activity on Client's electronic account, and each agrees to notify Shmegegíe immediately upon becoming aware of any unauthorised use of Client's electronic account. Shmegegíe's responsibility for any losses incurred by reason of any use, whether authorized or unauthorised will be limited as set out in Section 21, and Client agrees to repay Shmegegíe in respect of any losses,

charges or expenses Shmegegíe may incur as a direct result of the use of Client's electronic account. Client must take all reasonable steps to keep any personalised security features utilised in connection with keeping their account safe. Nothing in this clause shall limit Shmegegíe's liability in accordance with Section 21.

- 9.4. **Electronic Communications from Shmegegíe.** Client acknowledges and agrees that the Online System may include certain communications from Shmegegíe or its partners, such as service announcements and administrative messages, and that these communications are considered part of the Online System and Client may not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the Services, including any new service, shall be subject to the Agreement.
- 9.5. **Online System Provided "As Is".** The Online System, and all other related Services, are provided "as is" with no representations, warranties or conditions of any kind, either express or implied. Shmegegíe shall have no responsibility for transmission errors occurring outside the scope of the proprietary Online System, nor for faulty or unreliable Internet connections or website downtime. All disclaimers, limitation of liability and indemnity terms set forth in the Agreement shall apply fully to Client's use of the Online System, as well as any other means of accessing such Services.
- 9.6. **Multi-Factor Authentication ("MFA") Service.** Shmegegíe may utilise an MFA service to safeguard Client access to the Online System. The MFA service will require Client to provide certain contact information to Shmegegíe. Client authorises Shmegegíe to transmit a unique authentication identifier to the contact information provided by Client. Client shall be solely responsible for any third party fees incurred by Client, including, but not limited to those assessed by telecommunication service providers, as a result of use of the MFA service.
- 9.7. **Security of the Online System Access Method.** The confidentiality and security of the Online System Access Methods will at all times be the sole responsibility of Client. Client hereby acknowledges that:
- 9.7.1. Client agrees that there are inherent risks of using online financial services such as the Online System if the security of the Online System Access Methods are not strictly maintained.
- 9.7.2. Client shall make reasonable efforts to:
- 9.7.2.1. take appropriate security measures to protect their devices and computer systems;
- 9.7.2.2. protect the Online System Access Methods, personal details and other confidential data;
- 9.7.2.3. use unique Online System Access Methods for different websites, applications or services. Online System Access Methods should not be based on common or typical passwords or password routines, and/or personal information; and
- 9.7.2.4. implement security protocols and policies, and install or acquire security products and protections including up- to-date anti-virus, anti-spyware, firewall software and operating systems on devices and computers, removal of file and print sharing options, regular and frequent back up of critical data; encryption technology, terminating online sessions when complete, clearance of browser cache after each log in; prohibition on software and programs of unknown origin; prohibition on using websites that have not been reviewed for security and veracity, and prohibition on use a computer or a device which is not owned or authorized for use by Client or which is on a public network to access the Online System.
- 9.7.3. **Changes.** Shmegegíe may modify, or discontinue, the Online System at any time or change its domain. Shmegegíe shall use reasonable endeavours to give Client reasonable notice of any such modification or discontinuance

10. INTELLECTUAL PROPERTY

- 10.1. **Intellectual Property Rights.** All copyright, trademarks, service marks, trade secrets, registered and unregistered design rights and all other intellectual property and other rights in and to the Shmegegíe Intellectual Property, shall remain at all times the sole and exclusive property of Shmegegíe and, where applicable, its licensors. Client shall have no right or interest in Shmegegíe Intellectual Property or other rights, except the right to access and use the Service as provided for in the Agreement. All rights not expressly granted to Client are reserved by Shmegegíe.
- 10.2. Client shall not use the Shmegegíe name for any purpose without the prior written consent of Shmegegíe, including but not limited to, in any advertisement, publication or offering material.
- 10.3. **Feedback.** In the event Client uploads or shares any feedback, suggestion, idea or other information or material with Shmegegíe, Client automatically grants Shmegegíe an unlimited and unrestricted worldwide license to use this content without any cost. This content shall become part of the public domain so long as it remains on Shmegegíe's Online System and Services. Client agrees that this content can be used by Shmegegíe for marketing or any other purposes at Shmegegíe's sole discretion.
- 10.4. Client will immediately report any apparent malfunction or breach of security of which Client becomes aware or experiences with the Services.

11. THIRD PARTY CONTENT AND SERVICES

- 11.1. Client may be charged fees by the third party service provider. Shmegegíe is not responsible for any third party service fees. Client is solely responsible for their use of the third party service, and agrees to comply with all terms and conditions applicable to any third party service.
- 11.2. While using Shmegegíe's Services, Client may view Third Party Content. Shmegegíe does not control, endorse, or adopt (unless otherwise expressly stated by Shmegegíe) 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, Client's business dealings or correspondence with such third parties is solely between Client and the third parties. Shmegegíe is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and Client understands that their use of Third Party Content, and interactions with third parties, is at their own risk.

12. FORCE MAJEURE

- 12.1. Force Majeure. In the event that Shmegegíe or its representatives are unable to provide the Services due to abnormal and unforeseeable circumstances beyond Shmegegíe's or its representatives' control the consequence of which would have been unavoidable despite all efforts to the contrary, including but not limited to government acts, wars, acts of terrorism, cybercrimes, strikes, riots, other civil disturbances, legal process, health epidemic or pandemic, electronic failure or mechanical failure, Shmegegíe and its representatives shall have no liability for direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of profits or expenses, arising in connection with any Order entered into with Client pursuant to the Agreement, any CFD or any Confirmation.

13. TERM, SUSPENSION AND TERMINATION

- 13.1. Client may terminate the Agreement at any time without notice and subject to the Regulations.
- 13.2. Shmegegíe may terminate the Agreement upon the occurrence of a Termination Event. In all other circumstances, Shmegegíe may terminate this Agreement with 30 days' notice to Client.
- 13.3. This Agreement has no fixed term.
- 13.4. In the event of termination, all debts and obligations that Client owes Shmegegíe shall become immediately due and payable. Client agrees that Shmegegíe may take any action it is entitled to take under the Agreement or under applicable law, including to set-off the whole or any part of any amount owing to Client against any or all amounts payable by Client to Shmegegíe.
- 13.5. In the event of termination, all obligations and rights of a continuing nature shall survive termination of the Agreement.

14. REPRESENTATIONS AND WARRANTIES

- 14.1. Client represents, warrants and covenants that:
 - 14.1.1. All statements contained in the Agreement, and any other information contained in documentation submitted in support of the Agreement, are true and correct and that Client will notify Shmegegíe immediately if any of such information is no longer true.
 - 14.1.2. If Client is a non-individual, Client (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) it has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the Orders contemplated.
 - 14.1.3. Client is not subject to any financial sanctions, embargoes or other restrictive measures imposed by any governmental authority in any jurisdiction in which the Services are available.
 - 14.1.4. They are NOT in, under the control of, or a national or resident of any Restricted Locations or a national or resident of Canada, or the State of New York (US). Shmegegíe does not operate in Restricted Locations. Shmegegíe maintains the right to select the markets and jurisdictions to operate in and may restrict or deny its Services to certain countries at any time.
 - 14.1.5. That they are at least 18 years old or of other legal age, according to Client's relevant jurisdiction.
 - 14.1.6. Client is responsible for ensuring the accuracy and completeness of instructions in respect of each and every Order.
 - 14.1.7. Client has initiated each Order solely based on its analysis and/or third party advice and has not received or relied upon any advice from Shmegegíe with respect to the suitability or appropriateness of such Order for Client.
 - 14.1.8. Client shall maintain security systems, procedures and controls to prevent and detect the theft of funds; forged, fraudulent and unauthorised instructions and electronic transfer of funds by anyone who is not Client; losses due to fraud or unauthorised access to the Services by anyone who is not Client.

14.1.9. Client shall make its own arrangements to provide the equipment and software it needs to meet its desired levels of service, security and reliability. Equipment includes computer systems and telecommunication devices. All purchase, installation and maintenance costs will be at Client's expense. Shmegegíe may, if it chooses, specify security procedures for a Service, which Client must follow.

14.1.10. Client shall keep any keys, access codes, security devices and verification procedures safe and confidential, and change them at least as often as the Services terms specify.

14.2. Limitation on Services.

14.2.1. Client confirms that all Orders will be placed pursuant to and in accordance with the Agreement.

14.2.2. Client agrees not to:

14.2.2.1. use the Services to make payments for any illegal purpose;

14.2.2.2. use any robot, spider, crawler, scraper or other automated means or interface not provided by Shmegegíe to access the Services or to extract data;

14.2.2.3. attempt to circumvent any content filtering techniques Shmegegíe employs, or attempt to access any service or area of our Services that you are not authorized to access;

14.2.2.4. develop any third party applications that interact with Shmegegíe's Services without prior written consent; and

14.2.2.5. encourage or induce any third party to engage in any of the activities prohibited under this Section.

14.2.3. Client acknowledges that any Order accepted by Shmegegíe will be binding upon and enforceable against Client and does not violate the terms of any other agreement to which Client is bound.

14.3. Consent to Credit Check. Client authorises Shmegegíe to take all commercially-reasonable measures to confirm correctness of Client information and to assess Client's ability to meet its obligations to Shmegegíe. Reasonable measures include but are not limited to periodically requesting and obtaining Client credit and financial information, from credit bureaux and other sources of such information as may be relevant to assess Client's credit risk and creditworthiness.

15. **LEGAL AND REGULATORY COMPLIANCE**

15.1. Order Processing. Client understands, acknowledges and agrees that all Orders, wherever originated, may be processed by Shmegegíe, an entity of which may be located outside the country of Client. As such, all Orders, wherever originated, will be processed in accordance with the laws and regulations of the jurisdiction where the transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism financing and foreign asset control.

15.2. Freezing or Blocking Transactions. In certain circumstances, Shmegegíe may be obliged to freeze or block an Order to comply with applicable laws. Freezing or blocking can arise for a number of reasons, including as a result of the account monitoring that Shmegegíe conducts as required by relevant laws or where the name of a sender or Recipient of an Order matches a name on a relevant government list of prohibited persons or where the Order is being sent to a country that has been subjected to relevant government asset control or sanctions. If this occurs, Shmegegíe and its representatives are not liable to Client for any resulting Losses whatsoever and Client agrees to indemnify Shmegegíe and its representatives to the extent that Shmegegíe and its representatives incur any Losses in connection with the freezing or blocking of Client's account.

15.3. Refusal or Delay of Services. Shmegegíe may refuse or delay the provision of Services, at its sole discretion, if Shmegegíe reasonably determines that doing so is necessary to avoid or mitigate Losses to Shmegegíe; to comply with Shmegegíe policies; to adhere to laws or regulations; if an Order is not or does not appear to be related to Client's stated purpose of its use of Services, or to reduce risk to Shmegegíe. This includes, but is not limited to, events where Shmegegíe reasonably suspects that the Service is being used or accessed to perpetrate financial fraud or exploitation, even if Client has authorized the Service.

15.4. Disclosure. Client understands that Shmegegíe takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Client agrees that Shmegegíe, in its sole discretion, may disclose any Order related information including but not limited to confidential information of Client or information about a Recipient in order to satisfy Shmegegíe's legal obligations under applicable law, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any governmental agency, body or department that exercises regulatory or supervisory authority with respect to Shmegegíe's operations, where such disclosure is made to satisfy governmental audit or examination requirements or as part of information required to be submitted to such governmental entities in the ordinary course of business.

15.5. Additional Information. Upon request, Client agrees to provide any additional information that Shmegegíe may need, including with respect to Client, third party payers or payees to satisfy its ongoing legal and regulatory obligations.

Failure or delay in providing additional information may result in a delay or failure to provide Services. In addition, Client authorises Shmegegíe to make any inquiries it may deem necessary or appropriate in accordance with applicable law, including, without limitation, inquiries into Client's solvency or credit history, to assess Client's suitability for a business relationship with Shmegegíe as well as ongoing maintenance of that relationship.

15.6. **No offer of Securities:** Shmegegíe takes all possible measures to integrate and exchange Digital Assets and other types of digital mediums of exchange only that cannot be classified as a security by the competent national authorities. The responsibility for the fact that the Digital Asset cannot be treated as a security lies with the owner of the Digital Asset. Shmegegíe reserves the right at its sole discretion to prohibit and discontinue any Order where Shmegegíe has knowledge of any risk or speculation that such Digital Asset would be treated as a security by the relevant national authorities. Shmegegíe refers to industry best practices in determining whether Digital Assets are treated as a security or not. For the avoidance of any doubt, the provisions of this clause shall not constitute or be deemed or construed to constitute any form of warranty and/or investment, financial, legal or any other professional advice, that a Digital Asset made available through Shmegegíe's Services is not a security.

16. USE OF INFORMATION, PRIVACY AND DISCLOSURE

16.1. **Personal Data.** Shmegegíe shall collect, use and disclose Personal Information received from Client and shall endeavor to comply with all applicable foreign, federal, and state data protection laws, as well as all other applicable regulations and directives, as the case may be. The policy applied to processing data is set out in our Privacy Policy available on Shmegegíe's website.

16.2. Shmegegíe may transfer personal data to affiliates in countries other than the country in which the information was originally collected or created.

16.3. Client shall indemnify Shmegegíe and its representatives and hold Shmegegíe and its representatives harmless from and against any and all Losses resulting from Shmegegíe's non-compliance with applicable privacy and data governance laws which are a direct consequence of the actions or omissions of Client.

16.4. Without limiting the foregoing, Shmegegíe shall not be liable for any losses or damages incurred as a result of any information submitted to it through this website or any contact e-mail thereof or for its transmission of information to any person or entity as a result of a request for such transmission reasonably.

16.5. **Disclosure.** Client agrees to never share the details of their Order, including, but not limited to, where applicable, their Shmegegíe ID, the transaction hash, Recipient address and/or e-mail related to a Shmegegíe account, with anyone except Shmegegíe representatives. Shmegegíe will not request specific information about authorized user accounts, transactions or other personally identifiable data from Client unless: (i) the information is requested to help complete an Order initiated by Client; (ii) the information is requested to efficiently process your enquiry; or (iii) it is legally required e.g., in connection with Shmegegíe's AML/KYC procedure.

16.6. **New Products and Services.** Under a valid consent, Shmegegíe may contact Client, by telephone, mail, or other means, with information about the products and services available which Shmegegíe believes may be of interest to Client.

17. LIMITATION OF LIABILITY; INDEMNITY

17.1. Nothing in this Agreement shall limit or exclude a Client's statutory rights.

17.2. Shmegegíe will have no liability to Client for any loss of profit, loss of business, business interruption, or loss of business opportunity in each case whether direct or indirect.

17.3. Shmegegíe strives to protect Client and its Authorised Users from fraudulent and scam activities in the sphere of Digital Assets. It is possible, that some Digital 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. Shmegegíe cooperates with law enforcement agencies and other competent authorities to determine and disclose such Digital Assets. Shmegegíe reserves the right to prohibit and discontinue any of their Services with such Digital Asset at Shmegegíe's sole discretion, without any prior notice to Client and without publication of the reason for such decision, whenever this comes to Shmegegíe's knowledge.

17.4. **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL Shmegegíe AND ITS REPRESENTATIVES BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR LOST REVENUE, PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF Shmegegíe OR ITS REPRESENTATIVES HAVE BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE AS A RESULT OF OR ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES OR IN ANY WAY CONNECTED TO THE AGREEMENT. THE PARTIES AGREE THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, WITHOUT WHICH Shmegegíe WOULD NOT HAVE ENTERED INTO THE AGREEMENT. THE LIMITATIONS OF LIABILITY STATED IN THE AGREEMENT SHALL HAVE EFFECT TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

- 17.5. Shmegegie's Liability. Without prejudice to the above, if Shmegegie fails to comply with these terms, it is responsible for loss or damage Client suffers that is a foreseeable result of breach by Shmegegie of this Agreement or failure to use reasonable care and skill. Shmegegie and its representatives are not responsible for any loss or damage that is not foreseeable. Shmegegie does not exclude or limit in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; or for breach of a Client's legal rights in relation to this Agreement.
- 17.6. Indemnity. Client will repay Shmegegie and its representatives any and all claims, losses and expenses that arises directly out of: (i) any actual or alleged breach of Client's representations, warranties, or obligations set forth in this Agreement; (ii) Client's wrongful or improper use of the Services; (iii) Client's violation of any third party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) Client's violation of any law, rule or regulation of any country; and (iv) a breach by Client of Section 12 and 13 which results in any other party's use of the Services or access to the Online System through any Client's Online System Access Method. This clause will survive the termination of this Agreement.

18. COMMUNICATION AND NOTICES

- 18.1. Email Address. Client will designate one email address as having authority to accept Orders and confirm Orders. Client shall be responsible to ensure the email account is secure and under the sole control of Client or its Authorised User. Shmegegie shall be entitled to rely on communication from Client's designated email account and shall bear no liability whatsoever for acting on instructions verified from such designated account.
- 18.2. Client agrees that Shmegegie may communicate with and give notice to Client in writing, by facsimile and electronically, via electronic mail to Client. All such communications will be considered to have been provided in accordance with the terms of the Agreement. Client agrees that it is Client's responsibility to access all such communications.
- 18.3. All communications sent by regular mail will be deemed received five (5) clear Business Days after the date of the mailing. All communications sent by personal delivery will be deemed received on the day of actual delivery, if a Business Day, and if not a Business Day, on the next Business Day after the day of actual delivery. Facsimile communications will be deemed to have been received on the day of transmission if a Business Day, and if not a Business Day, on the next Business Day after the day of transmission. All electronic communications will be deemed to be received on the day the electronic communication is sent, if a Business Day, and if not a Business Day, on the next Business Day after the date on which the electronic communication is sent.
- 18.4. Client must inform Shmegegie immediately in writing of any change of: address, delivery information, Client financial institution or designated account(s) or its bank/financial institution from which Shmegegie has been granted the authority to initiate electronic debits. Any changes directed by a notice will be taken into effect by Shmegegie within five (5) days after Shmegegie's receipt of such notice. If Client has failed to inform Shmegegie of any change in address or contact information in accordance with this clause or has otherwise provided incorrect address or contact information and Shmegegie is unable to deliver any communications due to such failure or the provision of incorrect address or contact information, Client is in breach of this Agreement and Shmegegie will have no further obligation to seek out correct contact information to continue to attempt to deliver. Shmegegie is not responsible for Client's failure to receive any communication if sent in accordance with contact information as provided by Client.
- 18.5. If Client uses electronic mail to initiate Orders or otherwise communicate with Shmegegie, Client agrees to bear the risk that such electronic mail may be corrupted, modified, incomplete, hacked, compromised or be undelivered with or without notice to the sender or receiver. Client agrees to bear the risk of these events and agrees to hold Shmegegie harmless from acting or failing to act on any and all electronic communications purporting to be sent by Client.

19. DISPUTE RESOLUTION

- 19.1. The Parties will use their best efforts to resolve any disputes arising hereunder without formal litigation. If a dispute arises out of, or in connection with, this Agreement or the performance, validity or enforceability of it and the Parties do not resolve some or all of the dispute through normal internal discussions, then the Parties shall follow the procedure set out in this clause:
- 19.1.1. At first instance, the matter in dispute will be escalated to the most senior officer within each Party; and
- 19.1.2. At second instance, if the Parties do not resolve some or all of the issues in dispute within thirty (30) calendar days after the first day that the matter has been escalated at first instance, then the Parties agree to attempt to resolve the dispute through mediation, in accordance with the Terms of Mediation set out in this Agreement.
- 19.2. The Parties agree that the representatives selected to participate at all instances in the dispute resolution process

will have the authority required to settle the dispute, whether by virtue of the authority of their office, or by virtue of delegated authority.

- 19.3. Any discussions between the Parties at the first and second instances shall be regarded as “without prejudice” for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.
- 19.4. No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 19.5. The Parties agree that this Section shall not prevent Shmegegigie from seeking payment for unsettled Orders. Should recovery not be successful, the parties shall subsequently attorn to the process set out in the following Section, Terms of Mediation.

20. TERMS OF MEDIATION

20.1. Notice.

20.1.1. If a dispute arises and the Parties do not resolve some or all of that dispute through first instance and second instance negotiations, as set out above, then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. To initiate the mediation either Party may promptly submit to the other Party a notice of intent to mediate. A copy of the notice should be sent to CEDR.

20.1.2. This notice shall be in writing and shall specify the issues in dispute.

20.1.3. The general notice provisions of this Agreement apply equally to the documents referred to in this Section.

20.2. Selection of Mediator. The mediator can be chosen by joint agreement of the Parties, or if unable to agree within fourteen (14) calendar days of the date of delivery of the notice of intent to mediate, or if the Parties agree, by the CEDR.

20.3. Schedule. The Parties shall jointly select a date for the mediation that is no later than ninety (90) calendar days from the date of the notice of intent to mediate.

20.4. Location. The mediation shall be held in Ontario, Canada, or such other location as the Parties agree.

20.5. Exchange of information. The Parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be complete no later than fourteen (14) calendar days prior to the date set for the mediation.

20.6. Costs. The Parties agree that they will each be responsible for their own costs of mediation, including travel. Fees and expenses of the mediator and all administrative costs of the mediation, if any, shall be shared equally by the Parties.

20.7. Confidentiality. Any discussions between the Parties during the mediation shall be regarded as “without prejudice” for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.

20.8. The mediator is free to caucus with the Parties individually, as the mediator sees fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one Party during such caucusing may only be disclosed to the other Party with the former Party’s express permission.

20.9. Prohibition against Future Assistance. It is agreed that the mediator will neither represent nor testify on behalf of any of the Parties in any subsequent legal or administrative proceeding between the Parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the Parties.

20.10. Termination. The mediation may be terminated by any means described in the CEDR Model Mediation Procedure.

20.11. Mediator’s Report. If no agreement is reached, or is reached on some issues only, the mediator shall promptly provide a report to the Parties stating that no agreement was reached on some or all of the outstanding issues.

20.12. Other Proceedings. No Party may commence any court proceedings in relation to any Dispute arising out of this Agreement until it has attempted to settle the Dispute by mediation and either the mediation has terminated, or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

21. GENERAL TERMS AND CONDITIONS.

24.1. Third Parties. The Agreement is not intended to, and shall not, confer upon anyone other than the Parties and their lawful successors nor assigns any legal or equitable rights, benefits, claims or remedies of any nature.

SHMEGEGIE

OMNIBUS TERMS AND CONDITIONS

GLOBAL

- 24.2. No Waiver. Shmegegíe's failure to exercise any of its rights under the Agreement shall not be deemed a waiver of such rights or remedies at a later time.
- 24.3. Severability. If any provision of this Agreement shall be held to be unenforceable by a court of competent jurisdiction, the remainder of the provisions shall remain in effect and shall be binding upon the Parties.
- 24.4. Governing Law; Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of Canada. Each Party agrees that the Courts of Ontario, Canada have jurisdiction over the subject matter of the Agreement. The Parties agree that Ontario, Canada is a convenient forum to bring any action.
- 24.5. Assignment. Client shall not assign the Agreement nor any rights or obligations hereunder without Shmegegíe's written consent. If Shmegegíe provides its written consent to any assignment of the Agreement, the Agreement shall be binding upon the successors, heirs, and assigns of Client. Shmegegíe shall be permitted to consolidate or amalgamate with, or merge with or into, any other institution and any reference in this Agreement to Shmegegíe shall be construed as a reference to the successor entity. Client's obligations in respect of any account will not be affected by any takeover, absorption or merger by or of Shmegegíe, nor will it be in any way affected by any change in the name or constitution of Shmegegíe or any successor, assignee or transferee.
- 24.6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written. The terms of this Agreement may not be changed, modified or supplemented except by an instrument in writing agreed upon by both Parties.
- 24.7. Changes to Agreement. Shmegegíe reserves the right, in its sole discretion to change, amend, or otherwise modify this Agreement at any time upon written notice to Client. Any changes, amendments or modifications so conveyed to Client shall be effective from the date such change, amendment or modification goes into effect, unless otherwise stated.

I, Client, understand that Shmegegíe will rely on the accuracy of the information disclosed in this Agreement.

By signing this Agreement, Client agrees to be bound by the terms and conditions and that these terms and conditions form a legal, binding and enforceable Agreement between Client and Shmegegíe (as defined above).

In addition, if this Agreement is being agreed to by a company or other legal entity, then the person agreeing to this Agreement on behalf of that company or legal entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this Agreement.

[CLIENT NAME]

Signature

Name

Title

Date