

General Terms of Use

Last Updated: 01 October 2023

1. INTRODUCTION

Fintrux Pte Ltd, Staked.finance (“we”, “our”, “us”, “**Fintrux**”, or the “**Company**”) provides the following Terms of Use (the “**Terms**”) that apply to our users (“you” or “**User**”) when using or purchasing Fintrux’s products and services through our mobile application, our website, or any other online services we provide (collectively, the “**Services**”). The Services are provided solely for use by you, and your use of the Services is expressly conditioned on your consent to, and compliance with, these Terms. By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to any of the provisions of these Terms you should immediately stop using the Services. In addition, our Privacy Policy is set forth here: <https://www.fintrux.com/home/doc/PrivacyPolicy.pdf> and is incorporated into these Terms in its entirety. We encourage you to read these Terms carefully and use them to make informed decisions.

Fintrux is the provider of the next generation of Digital Assets related services platform (the “Platform”) for all members of the Fintrux Network community. Fintrux Network allows Users to take advantage of a variety of services, all in accordance with applicable law and regulation, including:

- Become members in the Platform and community;
- Hold PAYD in the Fintrux Account and gain rewards; and
- Apply for issuance of PAYD with Eligible Digital Assets as reserve.

2. DEFINITIONS

Capitalized terms shall have the meanings assigned to them in these Terms, unless the context requires otherwise.

“**Account**” or “**Fintrux Account**” mean a User’s designated individual or corporate account on the Platform, website or mobile application, allowing User to use the Services, transact with the Platform, manage his or her balance with the Platform and view and manage his or her personal information and profile.

“**Affiliate**” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a party, where control is defined as the direct or indirect power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by contract, or otherwise.

“**AML**” stands for Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

“**Blockchain**” means a system in which records of transactions made in Digital Assets are maintained across several computers that are linked in a peer-to-peer network.

“**Cache Pool**” means the reserve pool that is inside the Platform for the purposes of staking Eligible Digital Assets.

“**Digital Asset**” means a digital representation of value in which encryption techniques are used to regulate the generation of digital units and verify the transfer of assets, operating independently from a central bank.

“**Eligible Digital Assets**” means the types of Digital Assets we may choose to accept and support from time to time, which are subject to change in our sole discretion, based on business and regulatory considerations.

“**EVM**” means the Ethereum Virtual Machines that are set up for the Ethereum Foundation.

“**Fiat**”, when used in reference to money or currency, means any money that a recognized government declares as legal tender, and has value only because such government maintains its value.

“**KYC**” stands for Know Your Customer (or Client), which means the process of a business verifying the identity of its customers or clients and assessing potential risks of illegal intentions for the business relationship.

“**PAYD**” is the stablecoin that is minted by the Company upon the staking of Eligible Digital Assets in the Cache Pool.

“**Pegging**” is the practice of fixing the exchange rate of one currency to the value of another currency or asset.

“**Rewards Pool**” means the stability pool that is inside the Platform for the purposes of stabilising the PAYD stablecoin.

“**Stablecoin**” means a Digital Asset that is Pegged to a distinct asset.

“**Wallet**” means a Users’ verified Wallet for which they are the sole beneficial owner for Digital Assets.

“**Website**” means www.fintrux.com and staked.finance

3. ELIGIBILITY AND PROOF OF IDENTITY

In order to use the Services you must first set up a Fintrux Account.

You must be at least eighteen (18) years old to open a Fintrux Account and have the legal ability to enter into and be bound by these Terms. Fintrux is not obligated to accept any application from any applicant and has sole and absolute discretion to accept or reject applications to open Fintrux Accounts. Fintrux has no responsibility or liability towards any applicant unless and until Fintrux provides written confirmation that a Fintrux Account has been opened for such an applicant. The applicant also represents that they are the sole beneficial owners of the assets that are in the Fintrux Account and also that they will not permit other users to use their Fintrux Account.

Fintrux Accounts are not available where prohibited by law or by Fintrux policy, as updated from time to time; currently, such places include the countries of the United States, United Kingdom, China, Iran, North Korea, Sudan, South Sudan, Syria, Cuba, or any other country against which the United States, the United Kingdom or the European Union imposes financial sanctions or embargoes.

Due to regulatory considerations, Fintrux may not provide part or all of the Services, which may include some Eligible Digital Currencies.

Fintrux may, in its sole and absolute discretion, revise the list of prohibited jurisdictions and/or reject specific applications to open Fintrux Accounts and/or use part or all of the Services, where Fintrux determines that regulatory or policy reasons prevent Fintrux from being able to offer its Services (or any part thereof).

Fintrux is subject to Anti Money Laundering (“AML”) and Know Your Client (“KYC”) requirements under the MAS Notice PSN020 (“MLRs”) for dealing in Digital Payment Tokens.

Fintrux is also applying to be registered as a Major Payment Service Institution (“MSB”) on with the Monetary Authority of Singapore.

Under both regulations, Fintrux and/or the Platform are obligated to collect and maintain certain information about you, including User records and transaction history, for several years. Under certain circumstances, Fintrux and/or the Platform would be required to report to the competent authorities of any unusual transactions, or of any suspicion it may have that any User might be involved in any financial crime or illicit activity. In such an event, Fintrux and/or the Platform will not be obliged to notify you of any such reports made to the competent authorities.

Fintrux is required to comply with applicable AML and KYC requirements before you may use any of our Services including checking your Wallet that you use for the purposes of the deposit. When you apply to deposit monies or Eligible Digital Assets or use any of our Services after you open a Fintrux Account, we will ask for documentation and information, including but not limited to copies of your government-issued identification document (*e.g.* Passport, driver’s license). For corporate Fintrux Accounts, we may require identification information related to the directors, officers, or equity/beneficial owners of the business. We may also collect and use information about you from third parties, to help

us confirm your identity, perform our AML/KYC checks and/or determine if we should open or maintain your Fintrux Account. You hereby consent for us to collect such information about you from such third parties and use, maintain or otherwise process such information for this purpose.

You represent and warrant at all times that any and all information provided by you to us is true, accurate, and not misleading in any respect. If any such information changes, it is your obligation to provide the new information to us as soon as practicable following such change.

4. NATURE OF E-SERVICES

Fintrux Account

Fintrux's Services allow you to review your Fintrux Account and conduct certain transactions online. You are solely responsible for the activities under your Fintrux Account and for securing your Fintrux Account IDs, passwords, hints, or any other codes that you use to access your Fintrux Account and the Services. Fintrux is not responsible for any loss or compromise of your access information and/or your personal information, or for any loss that you may sustain due to compromise of your access information and/or personal information. We may require your signature or identification in any form we deem necessary, in our sole and absolute discretion, and we may accept digital images and electronic signatures for documents that need to be signed.

We will not be liable for following any instruction we receive through your Fintrux Account, even if it was not authorized by you, or if it was entered by mistake or is otherwise inaccurate. To verify the authenticity of any instruction we receive through your Fintrux Account, we may require your signature or identification in any form we deem necessary; in our sole and absolute discretion, we may accept digital images and electronic signatures for documents that need to be signed. You agree to reimburse us (and we may charge and set off your Fintrux Account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our following of your instructions to take any action related to your Fintrux Account.

We may freeze, suspend or terminate your Fintrux Account at any time in our sole and absolute discretion, in addition to taking any action and seeking any remedy we may be entitled to in law or in equity. This would include where we have any suspicion of: (a) your involvement in any fraudulent activity of any kind, (b) your misuse of the Services, (c) inaccurate or misleading information provided by you, or (d) any money laundering or other financial crime related to you or your Fintrux Account.

5. FINTRUX ACCOUNT TYPES

A. Individual Account

This Fintrux Account shall be owned by only one natural person who is and will continue to be the only person authorized to take any action in the Fintrux Account. By opening an Individual Fintrux Account, you represent and warrant that you are and shall at all times be the sole beneficial owner of the Fintrux Account, Wallet and user of all Services facilitated or generated therefrom.

B. Corporate Fintrux Account

This Fintrux Account shall be owned by a corporation, unincorporated association, a company, a partnership, fiduciary, sole proprietorship or other legally recognized group (interchangeably defined as an “**Entity**”) holding a Fintrux Account in any capacity other than an individual capacity. An Entity can apply to open a Fintrux Account through any natural person(s) who is duly authorized by the Entity to do so (an “**Authorized Representative**”).

Such Authorized Representative represents and agrees, on behalf of the Entity, as well as on his or her own behalf, that he or she:

(i) is fully authorized to execute all documents or otherwise complete our requirements in his or her stated capacity;

(ii) has provided us all documents or other information necessary to demonstrate that authority; and

(iii) will provide other documents and complete other requirements as we may request from time to time.

We may refuse to recognize any such authorization if, in our sole and absolute discretion, it appears to be incomplete or improperly executed.

By opening a Corporate Fintrux Account, the Authorized Representative represents and warrants on behalf of the Entity that the Entity is and shall at all times continue to be the sole beneficial owner of the Fintrux Account, Wallet and user of all Services facilitated or generated therefrom and that the ultimate beneficial owners of all assets and assets belonging to the Entity are as represented during the establishment of the Fintrux Account.

The Entity registered as holder of a Fintrux Account, the ultimate beneficial owner(s) of such Entity and any Authorized Representative(s) shall each be responsible for updating Fintrux immediately of any change in the details of the Entity, ultimate beneficial owner(s) and/or Authorized Representative(s), including any appointment or termination of the same, change of control in the Entity or change in the registration details of the Entity, and such persons shall be jointly and severally liable to Fintrux for any breach of these Terms in connection with the Fintrux Account.

6. AUTHORIZED USERS

For both Individual and Corporate Fintrux Accounts, we may follow any instructions regarding your Fintrux Accounts provided that we at our sole and absolute discretion believe such instructions are authorized by the Fintrux Account holder or Authorized Representative.

7. CONTRIBUTIONS

All contributions to your Fintrux Account must consist of Eligible Digital Assets and must be transferred to the Account address provided in your Fintrux Account (or as otherwise notified by us to you). We reserve the right to reject any transaction, and/or the right to return any Digital Asset already transferred, each at your expense. Any Digital Asset received will be treated by us as being received at the date and time stamped on the blockchain confirmation.

8. OWNERSHIP OF DIGITAL ASSETS

You hereby represent and warrant to us at all times during which you hold Digital Assets in your Fintrux Account that any Digital Asset used by you in connection with your Fintrux Account is owned by you or that you are validly authorized to carry out transactions using such Digital Assets, and that all transactions initiated with your Fintrux Account are for your own Fintrux Account and not on behalf of any other person or entity. You further represent and warrant that all such Digital Assets are free from any claims, indebtedness, liens, or any other third-party interests.

9. SETOFF AND SECURITY INTEREST RIGHTS

You grant us a security interest in any and all of your Fintrux Accounts for debts, amounts owed, or liabilities incurred (“**Obligations**”) to us or any of our affiliates by any owner of any of your Fintrux Accounts. Obligations may include both secured and unsecured debts, and Obligations you owe individually or together with someone else, including Obligations under other transactions or agreements between you and us or any of our Affiliates.

We may take or set off assets in any or all of your Fintrux Accounts, or transfer assets between any or all of your Fintrux Accounts with us or any of our Affiliates for direct, indirect, and acquired Obligations that you owe us or our Affiliates, including any balances as a result of not having sufficient assets available, regardless of the source of assets in a Fintrux Account. These rights are in addition to other rights we have to take, transfer, or charge assets in your Fintrux Account for Obligations you owe us or our Affiliates.

Your acceptance of these Terms serves as your consent to Fintrux's asserting its security interest or exercising its right of setoff should any laws governing your Fintrux Account require your consent. If the law restricts our ability to take, transfer, or setoff assets in your Fintrux Account, or if some Digital Assets are protected from attachment, levy, or legal process, you waive those conditions and limits to the full extent that you may do so by contract, and you authorize us to apply assets in any or all of your Fintrux Accounts to your Obligations.

We hereby agree that, to the extent permitted by applicable law, you may take or set off assets in your Fintrux Account, or any amounts we owe you with respect thereto, against the Obligations. If the law restricts your ability to take, transfer, or setoff assets in your Fintrux Account, or if some Digital Assets are protected from attachment, levy, or legal process, we waive those conditions and limits to the full extent that we may do so by contract, and we authorize you to apply assets in any or all of your Fintrux Accounts to your Obligations.

10. RISK DISCLOSURE

Before using any of the Services, you should ensure that you fully understand and can afford to undertake the risks involved.

These Terms and the holding of Digital Asset relationship does not create a fiduciary relationship between us and you; your Fintrux Account is not a checking or savings account, and it is not covered by insurance against losses.

ELIGIBLE DIGITAL ASSETS ARE NOT LEGAL TENDER. FINTRUX IS NOT A BANK OR DEPOSITORY INSTITUTION, AND YOUR FINTRUX ACCOUNT IS NOT A DEPOSIT ACCOUNT. ELIGIBLE DIGITAL ASSETS IN YOUR FINTRUX ACCOUNT ARE NOT HELD BY FINTRUX AS A CUSTODIAN OR FIDUCIARY, ARE NOT INSURED BY ANY PRIVATE OR GOVERNMENTAL INSURANCE PLAN AND ARE NOT COVERED BY ANY COMPENSATION SCHEME.

Fintrux does not provide any legal, tax or financial advice and you are strongly advised to obtain independent legal, tax or financial advice prior to making any financial decision, including buying, trading, holding or using Digital Assets. There are significant risks associated with Digital Assets, and you are solely responsible to make sure you understand such risks and assess whether such risks are appropriate for you. Fintrux does not make any offers, recommendations or invitations for you to deal in Digital Assets or use any services, and does not take into account your personal circumstances, financial situation, needs or goals. Before making any financial decision, you should carefully assess your financial situation and capacity, and only use funds that you can afford to lose. Before entering into any transaction or using any of the Services you should ensure that you understand and have made an independent assessment of the suitability and appropriateness of a transaction into which you are entering and the nature and extent of your exposure to risk of loss in light of your own objectives, financial and operational resources and other relevant circumstances. Past performance is no guarantee of future results.

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets. Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Any secured Account maintained by Fintrux for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

The value of Digital Assets may be derived from the continued willingness of market participants to exchange Digital Assets for Fiat currencies or other Digital Assets. If such willingness is abolished for any reason, this may result in the potential for a permanent and total loss of value of a particular Digital Asset.

The volatility and unpredictability of the price of Digital Assets may result in significant loss over a short period of time. The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack, including rollback attacks or Blockchain reorganizations. The nature of Digital Assets means that any technological difficulties experienced by Fintrux may prevent the access or use of your Digital Assets and/or cause losses of Digital Assets.

Although Fintrux takes precautionary measures to protect against cyber threats, or market losses including the situation whereby there is a fall in the value of Eligible Digital Assets resulting in (i) the liquidation of the Eligible Digital Assets in your Fintrux Account in the Platform, and/or (ii) where the PAYD is burnt in exchange for Eligible Digital Assets; the circumstances may arise where losses or damages incur. In that event, you authorize Fintrux to use Eligible Digital Assets to absorb the remaining losses.

In light of these risks, which are only some of the risks involved in using the Services and holding or trading in Digital Assets, and do not constitute an exhaustive list of such risks, you should carefully consider whether holding or trading Digital Assets in general and/or using our Services is suitable for you in light of your financial condition.

11. PAYD

By transferring Eligible Digital Assets to the Cache Pool via the address provided by the Platform, these Eligible Digital Assets would allow you to apply for the minting of new PAYD tokens and the PAYD will be registered to your Fintrux Account. The transfer of such Eligible Digital Assets to your Fintrux Account will not be deemed settled and completed until the blockchain transaction is deemed confirmed to the relevant address and the PAYD are minted and deposited into your Fintrux Account and/or Wallet.

12. WITHDRAWALS AND REDEMPTIONS

You may make a complete or partial withdrawal of Eligible Digital Assets if any withdrawal of the Eligible Digital Assets are allowed by the EVM or where there are excess Eligible

Digital Assets contributed by other Users, provided all PAYD obligated to be repaid have been returned in full.

The Platform will initiate the withdrawal process immediately following a withdrawal request when possible.

You may make a complete or partial withdrawal of PAYD from the Rewards Pool at any time.

Upon the completion of the withdrawal process for PAYD from the Rewards Pool, you may no longer be eligible for any rewards in clause 13 below.

For every withdrawal request, you will be required to provide the details of the Wallet to which you wish to transfer your Digital Assets from your Fintrux Account. This Wallet should be the same Wallet that you used to transfer the Eligible Digital Assets into your Fintrux Account.

In the event that the details you provide are inaccurate, incomplete or misleading, your Digital Assets may be permanently lost. We will not be liable for any loss that results from inaccurate, incomplete or misleading details that you may provide for such transfer. If the transfer address you specify is one to which we are unable to process transfers, we will have no liability for any resulting failure or delay in processing your requested withdrawal.

Fintrux, the Platform and our third-party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transactions either temporarily or permanently. Provided that Fintrux has taken reasonable commercial and operational measures to prevent such events in technical systems controlled by Fintrux, Fintrux is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transactions.

You may also request for a redemption of the Eligible Digital Assets from the Cache Pool upon your application and the PAYD that you use for the redemption would be burnt either if there are unlocked available ETH or if the EVM allows for such a redemption.

Withdrawal limits and/or redemption limits may be imposed from time to time in your Fintrux Account.

Every transmission request shall be deemed pending until accepted by us. We may refuse to accept such request, or delay the processing of an approved request for any reasonable reason, including but not limited to insufficient assets in your Fintrux Account, inaccurate or misleading information provided by you, or any doubt or suspicion of money laundering or other financial crime related to your Fintrux Account.

13. REWARDS

Only participation in the Rewards Pool using PAYD may entitle you to rewards while held with the Platform.

The Rewards will be payable in arrears and added to your Fintrux Account. We calculate the rewards on your PAYD participation based on various factors including the returns that have been given by the EVM as well as market conditions, including the participation by other Users and other incentives that may be provided by Fintrux.

Rewards are gained based on a daily periodic rate from EVM and pro-rata to your PAYD in the Rewards Pool. Additional rewards in Eligible Digital Asset may be offered from liquidation in exchange of your PAYD being burnt.

We will reflect the rewards earned for the previous day in your Fintrux Account. Your Fintrux Account must be open on the date the credit is earned for you to receive the applicable rewards. All rewards will be paid in Eligible Digital Assets.

If for any regulatory or legal reason we are limited in the rewards rate we may offer you (or if we are completely restricted from paying any rewards to you whatsoever), the rewards to which you shall be entitled will be limited accordingly. Based on our reasonable interpretation of legal requirements, without prior notice, we may limit the rewards to which you will be entitled.

If, at any time, for legal or other reasons, a Fintrux Account is suspended or frozen by Fintrux, PAYD connected to such Fintrux Account shall not be eligible for rewards.

14. ACCEPTABLE USE POLICY

You must only use the content or services provided through this Website for their stated purpose. You must not use this Website to:

- (a) publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libellous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- (b) display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- (c) interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;
- (d) violate any applicable laws or regulations;

- (e) use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;
- (f) create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a Fintrux representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
- (g) mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- (h) disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information);
- (i) violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;
- (j) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- (k) send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material;
- (l) access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;
- (m) obtain unauthorized access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
- (n) attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- (o) obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;

(p) harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;

(q) use any part of this Website other than for its intended purpose; or

(r) use this Website to engage in or promote any activity that violates these Terms.

15. HARD FORKS

Any Blockchain may undergo software updates from time to time, which will result in a permanent divergence in the Blockchain (a “**Hard Fork**”). The result is such Blockchain will split into two separate and distinct Blockchains, and any Digital Asset on that original Blockchain may entitle its holders to a new type of Digital Asset (the “**New Currency**”). Due to the administrative complexity of being the repository for a hard-forked Digital Asset, the support of any New Currency in your Fintrux Account is solely and absolutely at the discretion of Fintrux. If we make no public announcement regarding an anticipated Hard Fork, we will not support the New Currency and it will be an unsupported currency (“**Unsupported Currencies**”), in which case all Fintrux Accounts will be denominated in the legacy Digital Asset and all rewards will accrue in the legacy Digital Asset. You agree that Fintrux assumes no responsibility whatsoever with respect to those Unsupported Currencies and You will not be able to recover the Unsupported Currencies from Fintrux. Fintrux assumes absolutely no responsibility whatsoever with respect to Unsupported Currencies.

In the event that a Hard Fork achieves the required consensus, it is possible that we will only support the New Currency and will discontinue our support of the legacy Digital Asset. In the event of a Hard Fork that entitles you to a New Currency, you are advised to withdraw the applicable Digital Assets from your Fintrux Account prior to the date of the Hard Fork. Fintrux is not obligated in any way to monitor or maintain balances of New Currency issued to holders of the applicable Digital Assets upon a Hard Fork, or to credit you for the value of such New Currency. In the event you wish to receive New Currency issued upon a Hard Fork, you are advised to withdraw the applicable Digital Assets from your Fintrux Account prior to the date of the Hard Fork. All determinations regarding Hard Forks shall be made by Fintrux in its sole and absolute discretion and in accordance with applicable law.

16. CHANGE IN TERMS

Please be aware that the terms and conditions governing Fintrux Accounts or the Services can change over time. We reserve the right to discontinue or make changes to any Fintrux Accounts or Services. We may change these Terms, and we may add to or delete from these Terms, and the updated version will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If we have provided advance notice and you do not agree with a change, you may close your Fintrux Account(s) before the effective date of the change, which shall be your sole remedy. The continued maintenance

of your Fintrux Account following the effective date of any change will constitute your acceptance of such change and subject your Fintrux Account to the modified Terms.

17. TAXES

Within Fintrux' platform, you will be able to see a record of the transactions related to your Fintrux Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. We may deduct or make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with any law that is applicable to you. You agree that Fintrux is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your Fintrux Account.

18. STATEMENTS

We will make all logs and records of activities concerning your Fintrux Account available to you through our mobile application only. We do not generate periodic statements showing the activity on your Fintrux Account. You agree to examine these logs and records and notify us of any unauthorized use or any error or irregularity on your Fintrux Account within fourteen (14) calendar days after the error occurs. If notice is not received within the fourteen (14) calendar-day period, you will not be able to raise any further claim in this respect and such statement or records will be deemed correct and conclusive and you agree to be bound by it.

19. CONVERSION RATES

Any conversion between a Digital Asset and another Digital Asset shall be made by us in accordance with the rates and prices applicable at the actual time of conversion. Applicable rates are indexed to those used by industry-leading platforms, as we may choose to use from time to time, in our sole discretion. We currently use rates provided by [coinmarketcap.com](https://www.coinmarketcap.com), [coindesk.com](https://www.coindesk.com) and our own rates as determined by our liquidity providers. We may change these rate sources at any time and without giving prior notice or updating these Terms, and you shall not have any claims regarding our choice of rate sources or rates made available by any third party.

20. CLOSING A FINTRUX ACCOUNT

(i) **Fintrux Right to Fintrux Account Closure-** We have the right to suspend, freeze or close your Fintrux Account at any time for any reason without advance notice, including by blocking your access to the Account or the Services. If your Fintrux Account has a balance when we close it, we will return the remaining Digital Assets to you, including accrued rewards earned until the close date, less any applicable penalty, withholding tax and other applicable deductions, unless prohibited by applicable law. In the event of irregular activity, we may hold your assets until we close your Fintrux Account. Any Digital Assets that Fintrux returns to you will be sent to the designated withdrawal addresses in your user profile on the Platform for each respective Digital Asset you hold. Fintrux Accounts are not transferable or assignable in whole or in part. Fintrux may be required by law to turn over the assets in abandoned or unclaimed customer Fintrux Accounts to the state of your last known residence (“**Escheatment**”). Escheatment periods vary by jurisdiction, and you are responsible to determine the applicability of such laws in your place of residence. Fintrux reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed or abandoned Digital Assets, as permitted by applicable law.

(ii) **Right to Close Your Fintrux Account-** If you want to terminate your Account with Fintrux, you may do so on the Platform after satisfying the conditions for closure imposed on the Platform. Once your Fintrux Account is closed, you agree: (a) to continue to be bound by these Terms, as required by clause 32 (Survival) (b) to immediately stop using the Services, (c) that we reserve the right (but have no obligation) to delete all of your information and Fintrux Account data stored on our servers, and (d) that we shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or Fintrux Account data. You acknowledge that any legal obligations you may have under any other agreement with Fintrux will not be affected in any way by the termination of the Terms and any such other agreement between you and Fintrux will continue to be in effect in accordance with its terms.

21. LIABILITY FOR UNAUTHORIZED TRANSFER FROM YOUR FINTRUX ACCOUNT

You must notify us IMMEDIATELY via email to support@fintrux.com if you believe that your Fintrux Account has been used by an unauthorised party or if your Statements reflect activity or transactions that you did not conduct or authorize or an electronic transfer has been made without your permission.

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY AND CONFIDENTIALITY OF YOUR LOGIN DATA, AND YOU ACCEPT ALL RISKS OF UNAUTHORIZED ACCESS AND USE OF YOUR Fintrux ACCOUNT.

22. ELIGIBLE DIGITAL ASSETS

We may, from time to time and in our sole and absolute discretion, add and remove certain Digital Assets from our list of Eligible Digital Assets. If a Digital Asset is removed, it will no longer be available to be used via our Services. We will notify our Users of our intention to add and/or remove Digital Assets as soon as commercially reasonable. However, under certain circumstances (*e.g.* for legal reasons) such changes may be required to be made immediately and without prior notice. In the event any Digital Asset ceases to be an Eligible Digital Asset, you will no longer be able to deposit such Digital Assets into the Fintrux Account or to receive any PAYD.

23. DISCLOSURE OF FINTRUX ACCOUNT INFORMATION

You agree that we may disclose information to third parties about you, your Fintrux Account, or the transfers you make:

- (i) Where it is necessary for the provision of our Services under these Terms;
- (ii) In order to verify the existence and condition of your Fintrux Account for a third party, such as a referral partner;
- (iii) For the purpose of conducting our AML and KYC checks;
- (iv) If you give us written authorization;
- (v) In order to comply with any request or order by any government agency or competent court; and
- (vi) As described in our Privacy Policy (<https://www.fintrux.com/home/doc/PrivacyPolicy.pdf>).

24. CONFLICT/DISPUTES INVOLVING YOUR FINTRUX ACCOUNT

We are not liable to you for errors that do result in a financial loss to you. We may take any action that is authorized or permitted by these Terms or any applicable laws without liability to you, even if such action causes you to incur fees, expenses or damages. If third parties make claims on your Fintrux Account, or if we receive conflicting instructions from you, or if we become involved in or concerned about a dispute between you and any third party, we reserve the right to react in ways that we believe in good faith to be appropriate, including by closing, suspending or freezing your Fintrux Account and returning the Digital Assets available therein, or to any third party, or interpleading assets to court, all we reasonably deem appropriate under the circumstances. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees on an full indemnity basis, and we may charge or deduct them directly from your Fintrux Account.

We are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. By initiating a transfer, you attest that you are transacting in an Eligible Digital Asset which conforms to the particular Fintrux Account into which assets are directed. For example, if you select an Ethereum Account address to receive assets, you attest that you are initiating a transfer of Ethereum alone, and not any other currency such as Bitcoin or Ethereum Classic. Fintrux incurs no obligation whatsoever with regard to Unsupported Digital Assets sent to a Fintrux Account or Eligible Digital Asset sent to an incompatible Eligible Digital Currency Fintrux Account. Erroneously transmitted assets will be lost. We recommend customers send a small amount of Eligible Digital Currency as a test prior to initiating a send of a significant amount of Eligible Digital Currency.

We reserve the right to limit access to your Fintrux Accounts, which can include temporarily or permanently removing your Fintrux Account access via the internet, and/or restricting your Fintrux Account, and/or closing your Fintrux Accounts without prior notice to you (unless prior notice is required by law), and we shall have no liability for such actions. In addition, Fintrux reserves the right to withhold or delay the transmission of assets belonging to you if you fail to comply with these Terms. Our total aggregate liability to you for any claim is limited to the face value of the applicable item or transaction, or the actual value of any assets not properly credited or debited.

25. LEGAL PROCESS AFFECTING YOUR FINTRUX ACCOUNTS

If any legal action, such as an attachment, garnishment, levy, seizure, third party claim or enforcement action by any competent authority in any jurisdiction (“**Legal Process**”) is brought against or in connection with your Fintrux Account, we may refuse to permit (or may limit) withdrawals or transfers from your Fintrux Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, we have first claim to any and all assets in your Fintrux Account. We will not contest any Legal Process on your behalf, and we may take actions to comply with Legal Process without reference to you, provided that we reasonably believe any such action is appropriate under the circumstances. If we incur any expenses in connection with any Legal Process, including without limitation reasonable attorneys’ fees, we may charge such expenses and fees to any of your Fintrux Accounts with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment or levy against your Fintrux Account is subject to our right of setoff and security interest.

26. INDEMNIFICATION AND LIMITATION OF LIABILITY: LEGAL FEES AND COSTS FOR LAWSUITS

You agree to indemnify and hold harmless Fintrux and its employees, managers, partners and Affiliates and their respective employees, managers, officers, directors, partners and shareholders from any losses, damages, suits and expenses, of whatever kind, including

reasonable legal fees, that we incur in connection with or arising out of your use of your Fintrux Account and/or the Services, or our activities in connection with such Fintrux Account, and for your breach of these Terms, or violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by you or any person acting on your behalf while using your Fintrux Account, regardless of whether the specific use was expressly authorized by you. You agree to comply with all applicable laws, regulations, or rules and to not use your Fintrux Account for any transaction or activity that is illegal or violates applicable laws, regulations or rules. Please note, your agreement to comply includes any and all applicable laws and regulations of Singapore as well as of your place of residency and any law applicable to you.

We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (*e.g.* the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment or communications malfunction). We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind. Except for any setoff permitted by applicable law and clause 9 of these Terms, any Obligations of ours may be satisfied solely from the assets of Fintrux. Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to our Obligations, to or against any assets of any person or entity other than Fintrux for Fintrux' Obligations, including, without limitation, any member, Affiliate, investor, employee, officer, agent or advisor of Fintrux. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law and clause 9 of these Terms.

27. DISCLAIMER OF WARRANTY

THE FINTRUX SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY UNDER THESE TERMS AND TO THE EXTENT ALLOWED BY APPLICABLE LAW ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR WARRANTY OF NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL Fintrux, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE ELIGIBLE DIGITAL CURRENCY IN YOUR Fintrux ACCOUNT(S) OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE Fintrux SERVICES OR THE Fintrux SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF Fintrux HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

FINTRUX MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, ORDER, TIMELINESS OR COMPLETENESS OF HISTORICAL ELIGIBLE DIGITAL CURRENCY PRICE DATA AVAILABLE IN THE Fintrux SERVICES. Fintrux WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR TRANSACTIONS ARE PROCESSED IN A TIMELY MANNER BUT Fintrux MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING WHICH IS DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL.

28. FORCE MAJEURE

We will not be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, non-performance of our vendors or suppliers, acts of God, pandemic or epidemic events, or other causes over which we have no reasonable control.

29. OUR OWNERSHIP OF THE SERVICES AND FINTRUX'S INTELLECTUAL PROPERTY (IP)

You agree and acknowledge that we own all right, title and interest to and in the Services, the associated software, technology tools and content, the Website and any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, the content displayed on the website, and other materials produced by and related to Fintrux (collectively, the “**Fintrux IP**”). You acknowledge and agree that no proprietary rights are being transferred to you in such materials or information, and that you have no intention of using such materials or information inappropriately or to in any way harm Fintrux or any of its affiliates, directors, officers or employees. You shall not prepare any derivative work based on the Fintrux IP, nor shall you translate, reverse engineer, decompile or disassemble the Fintrux IP.

30. COMMUNICATIONS

We may record and monitor our telephone conversations with you and your electronic communications with us (chat, email, and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities. You must promptly notify us of any change in your contact information, including residential post and email address. Failure to notify us in a timely fashion may result in delay or non-receipt of notices or correspondence.

31. WAIVER

We may delay the exercise of, or entirely waive any rights we have under these Terms. If we delay the exercise of any of our rights, such delay shall not result in a waiver, relinquishment

or modification of any of our rights. If we delay in any exercise of our rights, or if notwithstanding the foregoing Fintrux somehow is deemed to have waived any of our rights, you are still obligated to pay us Obligations you may owe us, remove or remedy any violation of these Terms and/or otherwise follow our instructions (as applicable). Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our other or subsequent rights in any way.

32. SURVIVAL

The provisions of clauses 17 (Taxes), 26 (Indemnification), 27 (Disclaimer of Warranty), 30 (Our Ownership of the Services and Fintrux IP) and 37 (Governing Law and Venue) shall survive the termination of these Terms.

33. ASSIGNMENT

These Terms, or any of the rights and/or obligations provided hereunder, may not be assigned or otherwise transferred by you to any other person or Entity, whether by operation of law or otherwise, without Fintrux' express written consent, and any attempted assignment in violation of this prohibition shall be void *ab initio* and of no effect. Fintrux may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time to any Affiliate of Fintrux with or without providing you with prior notice of the same. Fintrux may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time to any third party by providing prior notice. Any permitted assignment or transfer of or under these Terms shall be binding upon, and inure to the benefit of the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.

34. OPEN-SOURCE SOFTWARE

We may make (but are not obligated to make) the source code for the software we develop available for download as open source software. You agree to be bound by, and comply with, any license agreement that applies to this open source software. You will not indicate that you are associated with us in connection with your use, modifications or distributions of this open source software. When we host any software and enable you to access and use such software through our websites including this Website, then these terms will apply to such access and use, as well as any license agreements that we may enter into with you.

35. USER CONTENT

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an account on our Website (collectively, your "User Content"), you must ensure that the User Content

provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via our Website do not breach or infringe the intellectual property rights of any third party.

We do not own, control or endorse any User Content that is transmitted, stored or processed via our Website or sent to us and we are not responsible or liable for any User Content.

You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on our Website, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these terms; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity. You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information.

Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Fintrux Parties (as defined below) or another party due to someone else using your User Content or account.

You may not use anyone else's User Content or account at any time without the permission of such person or entity. By posting, uploading, inputting, providing or submitting your User Content to us, you grant Fintrux, its affiliates and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at info@fintrux.com, so that we can communicate with you effectively and provide accurate and up to date information to you. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content.

Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason. Any User Content submitted by you on this Website may be accessed by us globally.

36. THIRD PARTY CONTENT

We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the “Third-Party Content”) for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third- Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

37. GOVERNING LAW AND DISPUTE RESOLUTION

The relationship between you and Fintrux is governed exclusively by the laws of the Republic of Singapore, without regard to its conflict of law provisions.

For the benefit of Fintrux, you irrevocably agree that in relation to any difference, dispute, controversy or claim (collectively *Dispute*) which may arise out of or in connection with this Agreement (including any question arising regarding any of their existence, validity or termination), such Dispute shall at the sole discretion and election of Fintrux be referred to and resolved:

- a) by the courts of Singapore; or
- b) by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force (the SIAC Rules), which SIAC Rules are deemed to be incorporated by reference into this clause,

and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement (*Proceedings*) may be brought in those courts or arbitration tribunal.

Without prejudice to the above, if you wish to commence any Proceedings, you shall give 14 days prior notice in writing to Fintrux of your intention to do so and specify in the notice the nature of the Dispute. If within 14 days of the receipt by Fintrux of such notice from you, Fintrux at its sole discretion and election informs you in writing requiring you to commence the Proceedings either before the courts of Singapore or by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre applicable to international arbitration (and not the SIAC Domestic Arbitration Rules), you shall commence the Proceedings in those courts or arbitration tribunal which Fintrux requires the Proceedings to be commenced in.

- (a) For the avoidance of doubt, nothing in this clause 25 shall prevent Fintrux from exercising its right to elect or commence any Proceedings in the Singapore courts or by arbitration.
- (b) Nothing in this clause shall limit the right of Fintrux to take Proceedings against you in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude Fintrux from taking Proceedings in any other jurisdiction, whether concurrently or not.
- (c) You irrevocably waive any objection which you may at any time have to the laying of the venue of any Proceedings in any court referred to in this Clause or any claim that any such Proceedings have been brought in an inconvenient forum or any similar grounds.
- (d) In the event that Fintrux elects for the Dispute to be determined by arbitration:
 - i. the tribunal shall consist of one arbitrator to be appointed in accordance with the SIAC Rules;
 - ii. the place of arbitration shall be Singapore;
 - iii. the language of the arbitration shall be English;
 - iv. the International Arbitration Act, Cap. 143A of Singapore shall govern the arbitration; and
 - v. the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process including if necessary the grant of interlocutory or interim relief pending the outcome of that process.
- (e) The parties agree that any arbitration award made pursuant to any arbitration commenced may be enforced by the relevant party against assets of the other party wherever those assets are located or may be found, and a judgement upon any such arbitration award may be entered into by any court of competent jurisdiction thereof and for this purpose, the parties expressly submit to the jurisdiction of any such court.