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booyaa

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**CLIENT
AGREEMENT**

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Contents

1. DEFINITIONS AND INTERPRETATION.....	4
2. GENERAL CONDITIONS.....	6
3. ACCOUNT OPENING AND USER REGISTRATION.....	7
4. ANTI-MONEY LAUNDERING REQUIREMENTS.....	8
5. WALLET ACCOUNT MAINTENANCE.....	10
6. DEPOSITS AND WITHDRAWALS.....	11
7. YOUR ORDERS.....	13
8. FEES, CHARGES AND OTHER COSTS.....	14
9. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS.....	14
10. AVAILABILITY OF SERVICES.....	15
11. RISK DISCLOSURE.....	15
12. REPRESENTATIONS AND WARRANTIES.....	18
13. PERSONAL DATA.....	20
14. SUSPENSION, CLOSURE, AND TERMINATION.....	20
15. DISCLAIMER OF WARRANTIES.....	22
16. LIMITATION OF LIABILITY.....	22
17. INDEMNITY.....	22
18. NOTICES AND COMMUNICATION.....	23
19. APPLICABLE LAW AND JURISDICTION.....	24
20. MISCELLANEOUS.....	24

THIS CLIENT AGREEMENT (also referred to as **“Agreement”**, or **“Terms of Use”**) is entered into between:

- (1) Booyaa Tech OÜ (“Company”, “we” or “us”)**, a limited liability company incorporated in Estonia, having its registered address at Tallinn, Kesklinna linnaosa, Tornimäe tn 7-72; and
- (2) a person who has successfully completed the process of application and registration to open a Wallet Account with us via our website www.booyaa.io or through any other method designated by us (the “User” or “you”), collectively referred to as the “Parties” and each individually a “Party”.**

PREAMBLE:

- I. BY USING THE WEBSITE BOOYAA.IO OR REGISTERING A WALLET WITH BOOYAA PLATFORM OR USING ANY OTHER SERVICES OF BOOYAA TECH OÜ MADE AVAILABLE TO YOU THROUGH THE PLATFORM, YOU AGREE WITH THE TERMS AND CONDITIONS OF USE STATED BELOW AS WELL AS OUR PRIVACY POLICY, AML AND KYC POLICY AND ANY OTHER POLICIES AND PROCEDURES AS MAY BE APPLICABLE TO YOU AND AS PUBLISHED ON OUR WEBSITE. YOU SHOULD READ THE ENTIRE TERMS OF USE CAREFULLY BEFORE USING THIS SITE OR ANY OF OUR SERVICES.
- II. If you do not fully understand any provision in any document comprising the Legal Documents, you must obtain independent legal advice. By accepting the terms of this Agreement and the Legal Documents, you acknowledge that you have read and understood the documents included within our Legal Documents.
- III. Investing in cryptographic blockchain-based digital information units, such as cryptocurrencies, is highly speculative with a risk of loss of the entire capital invested. Such investment is only suitable for Users, who can bear a loss of the entire invested capital, and by applying for the Wallet Account.

1. DEFINITIONS AND INTERPRETATION

“Applicable Laws” means all other applicable laws and regulations of the relevant jurisdictions to which we or our Website are subject, including, without limitation:

- (i) relevant laws of the EU member states related to the provision of cryptocurrency exchange services;
- (ii) all statutory and other requirements relating to anti-money laundering and the prevention of financial crime, including Directive (EU) 2015/849 of the European Parliament and of the Council on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended and supplemented from time to time;
- (iii) the Sanctions;
- (iv) all anti-bribery laws and regulations applicable us; and
- (v) General Data Protection Regulation of the European Union;

“Business Day” means any day on which commercial banks are open for business in Estonia;

“Digital Assets” means internet-based mediums of exchange which use cryptographical functions to conduct financial transactions, including but not limited to cryptocurrencies such as Bitcoin and

Ethereum as well as other classes of crypto assets that the Company may from time to time offer to the Users;

“Fiat Assets” means the currencies issued by the governments and which constitute legal tender, such as US Dollar or EURO;

“GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

“Legal Documents” means this Agreement, our Privacy Policy, AML Policy and KYC Policy taken as a whole;

“MiFID” means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended and supplemented from time to time;

“Order” means an instruction, order, communication, request, notice or demand received by us from you through the Platform in respect of buying or selling or exchanging Digital Assets for Fiat Assets or vice versa;

“Personal Data” means personal data and sensitive personal data, as defined in the GDPR, as amended or supplemented from time to time, and where you are a corporate entity, this term shall include personal data and sensitive personal data of any of your directors, employees, officers, agents or clients;

“Platform” means a set of front- and back-end systems and technological solution on our Website available for Users through the Website that are used for onboarding of Users and trading by the Users in Digital Assets and Fiat Assets;

“Politically Exposed Persons” or **“PEPs”** are the natural persons who are or have been entrusted with prominent public functions and immediate family members, or persons known to be close associates, of such persons within 18 (eighteen) months prior to the date of opening of the relevant Wallet Account or the date of an Order to which any such person is a party, as further defined in Applicable Laws;

“Restricted Jurisdictions” means North Korea (DPRK), United States of America, Afghanistan, Bahamas, Botswana, Cambodia, Ethiopia, Ghana, Iran, Iraq, Pakistan, Panama, Sri Lanka, Syria, Trinidad & Tobago, Tunisia, Yemen, any countries on FATF non-compliance or monitoring lists, countries under Sanctions and such other jurisdictions as the Company may designate from time to time in its sole and absolute discretion;

“Sanctions” means any country- or territory-wide trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any relevant authority from time to time that the Company has to observe, including but not limited to the following:

- (i) the European Union, European Council, European Commission and the European Central Bank;

- (ii) the Security Council of the United Nations;
- (iii) the Office of Foreign Assets Control of the US Department of Treasury or the FINCEN or other Agency or Department of the United States of America;
- (iv) Her Majesty's Treasury of the United Kingdom; or
- (v) any other authority having jurisdiction to impose Sanctions and whose decisions the Company has to or finds it desirable to observe;

“**Services**” means the Digital Asset exchange services provided by us and any other services that we may offer to the Users at our Platform from time to time;

“**Trade Names**” means any of Booyaa, Booyaa Exchange, Booyaa Platform;

“**Wallet Account**” means electronic wallet that you open at Booyaa Platform at our Website, designated with a particular identification number specific you;

“**Website**” means our official website <https://www.booyaa.io> or any of its successor websites that may be operated by the Company from time to time;

“**User**” means a person who has successfully created a Wallet Account at the Platform and had completed the Company’s User verification and KYC onboarding procedures;

2. GENERAL CONDITIONS

- 2.1 The Company gives you access to the Platform that where any Order will be fully executed by the Company itself acting on its own account vis-à-vis your Order.
- 2.2 Depending on your country of residence or citizenship, you may not be able to use all the functions of the Website. It is your responsibility to follow rules and laws in your country of residence and/or country from which you access the Website and the Services. Our Services do not provide users with the ability to exchange one form of Fiat Assets for another form of Fiat Assets.
- 2.3 The Services available to you may depend upon the country from which you access the Platform or in which you reside or whose citizenship you hold, as further explained in this Agreement and our KYC Policy.
- 2.4 As long as you comply with these Terms of Use, the Company grants you personal, non-exclusive, non-transferable, non-sublicensable and limited license to enter and use the Website and the respective Services provided by us. For the avoidance of doubt, this license can be revoked by us at any time with or without notice. This license does not apply to any use by you of our Trade Names which is fully prohibited.

- 2.5 In providing the Services to you, we may use our affiliate companies or third parties in undertaking work on our behalf with respect to Services we provide to you pursuant to this Agreement (the “**Service Providers**”). The work undertaken on our behalf by such Service Providers may indicatively include execution of marketing campaigns, gathering, processing and verification of User information (including any relevant know-your-customer information), specialised software and IT services or other client support services. You hereby agree to our use of such Service Providers. The Service Providers may be located within or outside the European Union. Where we choose to co-operate with such Service Providers, we shall do so in accordance with the Applicable Laws. We remain at all times responsible to you for the Services provided to you, in accordance with the terms of this Agreement and irrespective of any work that may be undertaken on our behalf by such Service Providers. Furthermore, the Company may execute your Orders via third party execution venues, including but not limited to third party cryptocurrency exchanges. Where the Company elects to do so, it shall remain your sole counterparty with respect to the execution of your Orders.
- 2.6 You agree that the Company has no control whatsoever over the pricing, availability or transferability of the Digital Assets, which factors remain under control of the relevant issuers thereof and/or the underlying cryptocurrency exchanges or platforms where such Digital Assets are traded or where the underlying blockchain infrastructure of such Assets is maintained. You agree and confirm that such cryptographic blockchain-based digital information units are collateralized, backed or pegged solely by the issuer and not by Booyaa itself. Therefore, you cannot redeem or convert such cryptographic blockchain-based digital information units with Booyaa. You hereby acknowledge and agree that the Company is not providing any investment services to you for the purposes of MiFID. The Company acts as a Digital Assets exchange only. By registering a Wallet Account on the Platform, you understand, agree and confirm that you shall not be eligible to any investor compensation or similar protections available to investors under MiFID. In absence of gross negligence, willful default, fraud or breach of contract on our side, you shall have no recourse whatsoever against the Company in respect of any losses or damages you may incur as a result of acquiring or selling Digital Assets through our Platform.

3. ACCOUNT OPENING AND USER REGISTRATION

- 3.1 The Company currently only accepts clients who are natural persons. Any potential client who is not a natural person may be accepted by the Company in its sole and absolute discretion on an exceptional basis.
- 3.2 Your Wallet Account and the relevant password or access codes that shall be provided to you, shall only be used by yourself. or such authorised persons of yours whom we had explicitly allowed you to appoint and who had successfully passed our KYC and anti-money laundering checks. You are not permitted to allow anyone else to use your Wallet Account, and/or account number and/or password and/or access codes.
- 3.3 Before you can place an Order on the Platform, you must deposit sufficient clear funds in your Wallet Account. Only deposits from a bank account or through other payment methods in your

own name will be accepted by us and credited to the Wallet Account. Any funds remitted by any third party will be returned to the source of deposit or blocked if refund is not possible. You represent and warrant to us that you are the sole owner of any bank account and/or credit card and/or other account that you use to transfer the funds to your Wallet Account. We reserve the right to request you to confirm/declare ownership of the payment method or provide supporting documentation proving ownership of the payment method.

- 3.4 You can fund your Wallet Account with GBP and EUR or in any other currency that we may advise and/or consent to from time to time. Any funds which are not in one of the above currencies will be converted into one of the above currencies at the client's choice and such conversion may entail conversion fees imposed by the relevant credit or payment institution effecting the conversion at the time we request such conversion.
- 3.5 You will not be able to the Services, including without limitation, acquiring Digital Assets and/or to exchanging your Digital Assets to the Fiat Assets and vice versa until you have passed respective know-your-customer, anti-money laundering and security validation and verification checks. We or a third-party Service Provider of ours may check all personal and identity verification information you provide with credit reference or fraud prevention agencies and other organizations as we deem appropriate.
- 3.6 We do not accept any Users who are citizens of or residing at any of the Restricted Jurisdictions. If the User is not a resident or citizen of a Restricted Jurisdiction but is travelling to any of these jurisdictions, the User shall be required to confirm the same in writing. In that case, the User shall not use the Services while present in any of the Restricted Jurisdictions. Failure to comply with the provisions of this Clause 3.5 may result in temporary or permanent suspension or freezing of the User's Wallet Account, and the Company reserves the right to report such User and provide any information it has about such User to the relevant competent authorities.
- 3.7 The Company may at any time and in its sole discretion limit access to any Services. The Website, the Platform and/or any other online materials provided or published by the Company do not constitute, and may not be used for the purposes of, an offer or solicitation of the Services to any person in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation.

4. ANTI-MONEY LAUNDERING REQUIREMENTS

- 4.1 You represent, warrant and undertake to us that you are now and will be at all times compliant with all the Applicable Laws concerning money laundering, bribery and corruption and financial crime prevention ("**AML Laws**").
- 4.2 We reserve the right to terminate this Agreement with immediate effect, to refuse to execute any pending Orders and to freeze or block your Wallet Account and any assets thereon if:

- (vi) we reasonably believe that you may be acting in breach of the AML Laws; or
- (vii) you refuse to provide us either at the Wallet Account opening stage or at any subsequent stage that we determine at our discretion any information about you that we require you to provide for the purposes of this Clause 4, including your updated proof of identity and residence; or
- (viii) if any of your warranties and representations given by you in this Agreement become untrue or misleading.

4.3 We may make any report and disclose any identification, financial and other KYC information about you to any such person or authority which we consider necessary for the purposes of our compliance with the AML Laws, and may act in accordance with their instructions with respect to you, your Orders, your Wallet Account and any information which we have regarding you and your dealings with us.

4.4 We may, where we consider this necessary in order to comply with our obligations under the AML Laws refuse to provide you with further explanations as to any action or refusal or failure to take any action. Furthermore, the Company shall not be liable to you for any loss or damage which you may suffer as a result of any such action or refusal to act on our part, which we consider necessary for the purposes of our compliance with the AML Laws.

4.5 If a regulatory body or other authority makes an enquiry in respect of any of your Orders or your Wallet Account, you agree to co-operate with us and to promptly on demand supply all and any information requested in connection with the enquiry.

4.6 You specifically represent and warrant to us (to the extent applicable) that:

- (i) where you are a legal person, you have made full and genuine disclosure of all your ultimate beneficial owners and of each person who maintains a synthetic, economic, direct or indirect interest in more than 10% (or another percentage that we may deem appropriate in your circumstances) of your share capital or economic rights (including the economic rights to the transactions undertaken through us);
- (ii) you have provided, or you will provide, us with the information (certified as we may direct) that will enable us to establish your identity, to understand your business, economic and risk profile, including your sources of wealth, and to identify (where you

- (iii) are a legal person) your beneficiaries and controlling persons, as required under the Applicable Laws, as well as to determine the nature of your intentions while entering into this Agreement;
- (iv) where you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom you might act hereunder is a PEP, adequate disclosure of this fact has been made to us and, if during the term hereof, you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom you might act hereunder becomes a PEP, you will notify us of such fact immediately;
- (v) neither you nor any of your associates, nor any of your or their directors, officers, employees, agents, or underlying clients is an individual or entity that is subject to any Sanctions, or is legally or beneficially owned or controlled by, a person that is subject to any Sanctions;
- (vi) if any information provided to us in respect of yourself changes in any material respect, you will immediately notify us of such change. You understand that your Wallet Account and any assets thereon may be frozen or blocked at our sole discretion and any Services provided hereunder may be suspended, pending collection by us of full and correct information regarding your status;
- (vii) you will not use your Wallet Account on behalf of any third party and you agree and accept that your Wallet Account and any assets thereon may be frozen or blocked at our sole discretion to the extent any such assets are held with, transferred or delivered to, us on behalf of a third party; and
- (viii) all remittances in your Wallet Account result from bona fide economic activity which have been duly reported to the relevant tax authorities, and have not been obtained as a result of, or through the means which are or may be deemed to be a result of, acts of bribery or corruption or money laundering activities.

4.7 You shall at all times provide us on demand with such information to undertake our Know Your Client ("KYC") regulatory obligations, including to verify your identity, residency and economic profile, as we deem necessary, in our absolute and sole discretion. Failure to comply with any such request of ours in reasonable time shall be deemed a material breach by you of the Terms of Use and may result in immediate suspension of your access to your Wallet Account

5. WALLET ACCOUNT MAINTENANCE

- 5.1 You agree and accept that the Website is intended and shall be used by you for your personal and non- commercial purposes only. You further agree that you will not use your Wallet Account for any purpose other those set out in this Clause 5 or give access to your Wallet Account to unauthorized persons.
- 5.2 Creation or use of Wallet Account on the Platform without obtaining prior express permission from the Company will result in immediate suspension of all such unauthorized Wallet Accounts, as well as all pending Orders. Any attempt to do so or to assist others (Users or otherwise) in doing so, or any distribution of instructions, software or tools for that purpose, will result in the Wallet Accounts of such Users being immediately terminated. Termination is not the exclusive remedy for such violations, and the Company reserves the right to take such further action against you and the relevant third parties involved as it deems appropriate.
- 5.3 You are solely responsible for maintaining the confidentiality and security of your Wallet Account information, including your password, identification keys, safeguarding your own Digital Assets, and all activity including transactions that are posted to your Wallet Account. Any actions on the Website, including any transactions, Orders and operations initiated from your Wallet Account or with the use of your password will be considered by us to have been made by you and shall be irrevocable once validated using your unique password or made through your Wallet Account.
- 5.4 You shall be solely responsible for all and any losses resulting from unauthorised use of your Wallet Account including any losses suffered as a result of lost or stolen passwords or other security information. If you become aware or believe that your Wallet Account is being used without your permission or consent, you should immediately notify us by contacting in writing our Customer Support Department, contact details of which are available on the Website.
- 5.5 You represent and warrant that you shall not and shall not allow others to use the Services to engage in criminal activity of any kind, including but not limited to, money laundering, illegal gambling operations, terrorist financing, financial fraud, malicious hacking or any other criminal or illegal activity. We have the right to immediately suspend your Wallet Account pending investigation if we have reasonable grounds to believe that you (or others through you) are engaging in any of the aforesaid activities.

6. DEPOSITS AND WITHDRAWALS

Deposits and Withdrawals of Digital Assets

- 6.1 Digital Assets can only be deposited to a Wallet Account which is unique for every User and has a specific and unique address code. The said address code shall be allocated to the User by the Company upon the opening of the Wallet Account via the Platform.
- 6.2 After the respective Digital Assets are sent by the User to this Wallet Account unique address, the Wallet Account is automatically credited with the relevant amount of the Digital Assets calculated

upon completion of the required number of confirmations on the blockchain, depending on the type of the Digital Asset.

- 6.3 When making a transfer of the Digital Assets to the Wallet Account, the User acknowledges and agrees that the Company shall not be liable for any loss of the Digital Assets resulting from failures of the blockchain or any intermediary digital wallets that may be involved in the aforesaid transfer. By making a deposit to the Wallet Account, the User confirms and agrees that it shall bear the risks for of any such possible losses.
- 6.4 The User can request withdrawal of Digital Assets in the Wallet Account by submitting a withdrawal request via the Platform. All withdrawal requests are processed upon submission by the User of the relevant instruction. The User will receive the respective amount less transfer fees. The User agrees and understands that while the Company takes reasonable efforts to process the withdrawal requests as soon as possible (and in any event within the time required under the Applicable Laws) the Company cannot guarantee and shall not be liable for any delays in crediting the Digital Assets to any wallet or account you hold with any third party where such delays are outside of the Company control, including but not limited to any delays or disruptions in blockchain infrastructure or third party processing systems. By registering the Wallet Account with the Company, you fully accept the risk of such delays.
- 6.5 The User shall remain fully responsible for any incorrect input by the User of the address for withdrawal and any losses or damages it may incur as a result thereof.

Deposits and Withdrawals of Fiat Assets

- 6.6 Transfers of Fiat Assets to your Wallet Account can be made using one of the third-party payment service providers or other payment solutions approved by the Company, details of which are available on the Website and the Platform (collectively, “PSPs”). You will be required to go through a verification process in relation to any funds transfer.
- 6.7 You may be charged fees by the PSPs and other third parties that you may use to transfer funds to your Wallet Account. The Company is not responsible for any such fees. Similarly, you agree that the Company shall not be liable for the security and/or execution times of any funds transfer performed by such PSPs or any other third party, including any banks, involved in funds transfer. You fully accept the risk of any delays or losses that you may incur as a result of using the services of such PSPs.
- 6.8 The User agrees to comply with all terms and conditions that may be imposed by the PSPs or any other third parties executing the funds transfer on the User’s behalf. By registering your Wallet Account with us, you accept and agree that you shall only be permitted to use the Fiat Assets held in your Wallet Account exclusively for the purpose of purchasing the Digital Assets or withdrawals. The Company reserve the right to suspend and/or close your Wallet Account and return any remaining Fiat Assets thereon to the original source of transfer thereof in the event the Company has reasonable and substantiated evidence to believe that you are using your Wallet Account for any purpose other than purchasing and/or exchanging the Digital Assets.

- 6.9 Any proceeds from the sale of the Digital Assets will be credited to your Wallet Account, less any transactional or other fees that may be charged by the Company or any PSPs. Details of the Company's transaction and other fees are published on the Website. Furthermore, you agree that the Company does not pay any interest on the Fiat Assets balances held in your Wallet Account.
- 6.10 The Company reserves the right to decline any deposit to your Wallet Account before you had completed the Company's KYC verification and onboarding process.
- 6.11 When you request that the Company credits the Fiat Assets to your Wallet Account or request that we transfer the Fiat Assets to your external account from your Wallet Account, you authorize the Company to execute such transaction. You further agree and accept that a third party payment institution, PSP or bank involved in the inward or outward transfers of the Fiat Assets to/from your Wallet Account may reject your transfer for any reason or without giving a reason. You agree that you will not hold the Company liable for any losses or damages resulting from any such rejection.

7. YOUR ORDERS

- 7.1 Your Wallet Account allows you to place an instruction to buy or sell a specified quantity of the Digital Assets or the Fiat Assets at a specified price quoted at the Platform. You must have a sufficient balance of the relevant Digital Assets or the Fiat Assets in your Wallet Account to cover the total value of the Order.
- 7.2 Your ability to place Orders is subject to the transactional limits that may be imposed by the Company in its sole discretion and which shall be displayed in your Wallet Account at the Platform.
- 7.3 The User understands and agrees that, all buy and sell Orders submitted by the Users are fulfilled directly by the Company (including, at the Company's discretion, via third party execution venues) pursuant to the current exchange rate displayed on the Website.
- 7.4 You represent and warrant that you will use your best endeavors to ensure that any Order placed by you with us is compliant with Applicable Laws and other rules and regulations applicable to you and the accepted market practices.
- 7.5 The Company reserves the right, in its sole and absolute discretion, to decline the execution of any Orders placed by you and/or cancel an Order for any reasons, including but not limited to: the size of your Order exceeding the limits applicable to your Wallet Account, prevailing market conditions, a violation or potential violation by your Order of any Applicable Laws and regulations; insufficient funds in your Wallet Account; the Company's anti-money laundering policies.

- 7.6 You are solely responsible for monitoring the execution of all your Orders placed at the Platform.
- 7.7 Unless expressly agreed otherwise, all sums that may be payable by you to the Company in connection with the Order, are due immediately and must be paid on submitting the Order to the system.
- 7.8 When placing an Order for the acquisition or sale of the Digital Assets and/or the Fiat Assets, you irrevocably and unconditionally agree to accept prices displayed at the Platform which shall form the basis for execution of your Orders. Such prices shall not necessarily reflect or be derived from the prices for the respective Digital Assets and/or Fiat Assets as quoted on other exchanges and/or trading venues. The Company disclaims any liability with respect to any such discrepancies.
- 7.9 You acknowledge and agree that it will be not possible to cancel or modify an Order upon the placement thereof. The Company shall not be liable to you if you decide to cancel or modify an Order. You agree that, where an Order cannot be cancelled or modified at your request, you shall remain bound by the terms of the Order as placed. You shall be responsible for monitoring the status of your pending Orders and requests.

8. FEES, CHARGES AND OTHER COSTS

The Company's fees and charges payable for the Services are displayed on the Website. The Company reserves the right to modify, change or cancel any such fees or charges by posting a notice to that effect on the Website. It is your responsibility to monitor the Website for any changes to our fees and charges.

9. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 All copyright and other intellectual property rights in Trade Names, content and other materials contained on the Website or provided in connection with the Services, including, without limitation, the Companies logos and all designs, text, graphics, pictures, information, data, sound files, other files and the selection and compilation thereof (collectively, "**IP Materials**") and computer source codes, programs, data files and other software (including all machine readable code, printed listings of code) (collectively, "**Software**") are the property of the Company or its licensors or suppliers.

- 9.2 The Company grants you a limited, nonexclusive, non-transferrable and non-sublicensable license to access and use the IP Materials exclusively for the purpose of effecting transactions through your Wallet Account. Any resale of the IP Materials or distribution, public performance or public display thereof; modifying or otherwise making any derivative products from the IP Materials, or any portion thereof; or any use of the IP Materials other than for the permitted purpose is strictly prohibited.
- 9.3 The license granted to you under this Clause 9 will automatically terminate if we suspend or terminate your access to the Services or upon the closure of your Wallet Account for any reason.
- 9.4 When using our Services, you may view content at our Website that has been provided by third parties, including links to web pages of such third parties (the “**Third Party Content**”). We do not control, endorse or design any Third Party Content and shall have no responsibility whatsoever for any Third Party Content, including without limitation any materials that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. The Company shall not be liable for any losses or damages that might be incurred by you as the result of your use of the Third-Party Content.

10. AVAILABILITY OF SERVICES

- 10.1 Depending on the User’s place of residence or citizenship, the User may not have access to certain Services or products of the Company. It is the User’s responsibility to follow the rules and laws applicable to the User in their relevant place of residence or citizenship and/or place from which the User accesses the Platform.
- 10.2 The Company does not give any warranty that the Website or the Services will be available at all times without interruption to meet your requirements. We will strive to provide you with the Service on a continuous basis, but the Company gives you no guarantee that your access to the Platform will not be interrupted, or that there will be no delays, system failures, errors, omissions or a loss of transmitted information.
- 10.3 We will use reasonable endeavors to ensure that the Website can be accessed by you in accordance with these Terms of Use. However, we may suspend your use of the Website for maintenance and will make reasonable efforts to give you notice of this. You acknowledge and agree that this we may be unable to give you such notice in an emergency, and accept the risks associated with the fact that you may not always be able to use the Platform or carry out transactions using your Wallet Account.

11. RISK DISCLOSURE

- 11.1 The Company does not provide any legal, tax, finance or investment advice in connection with the Services. We may provide you information on the pricing, range and volatility of the Digital or Fiat Assets and (if applicable) events that may have effect on the price thereof, but any such information is provided on non-reliance basis only and solely for information purposes. No such information can be construed as investment advice.

- 11.2 Any activity related to trading in the Digital Assets carries a significant risk. Prior to using the Services, the User should carefully consider the below risks and obtain, prior to placing any Order, independent legal, financial, tax or investment advice on the suitability of such trading to the User.
- 11.3 You acknowledge and agree that your access to the Platform and the by you of the Services shall at all times be at your own risk.
- 11.4 You should be aware that the Digital Assets, and, in particular, cryptocurrencies, are not recognized as financial instruments for the purposes of MiFID. Digital Assets are traded on non- regulated decentralized digital exchanges. Accordingly, price formation and price movements of the Digital Assets depend solely on the internal rules of the particular digital exchange, which may be subject to change at any point in time and without notice. This often leads to a very high intra- day volatility in the prices of the Digital Assets which may be substantially higher compared to financial instruments recognized under the MiFID. Therefore, by investing in the Digital Assets you accept a significantly higher risk of loss of your invested amounts which may occur within a very short time frame as a result of sudden adverse price movements of the Digital Assets.
- 11.5 We derive our benchmark market and pricing data on the Digital Assets from the digital decentralized exchanges such assets are traded on. Due to the non-regulated nature of such exchanges, the market data and price feed information provided by such exchanges may be subject to the internal rules and practices of such exchanges which may significantly differ from the rules and practices observed by the regulated exchanges. In particular, you should be aware that the pricing formation rules of the cryptocurrency exchanges are not subject to any regulatory supervision and may be changed at the relevant digital exchange's discretion at any time. Similarly, such digital exchanges may introduce trading suspensions or take other actions that may result in suspension or cessation of trading on such exchanges or the price and market data feed becoming unavailable to us. The above factors could result in material adverse effect on the value of the Digital Assets that you hold, including the loss of all of your entire invested amounts.
- 11.6 The Company is not offering you any investment services and is not licensed as an investment firm for the purposes of MiFID. Consequently, in case where we are unable to meet our obligations towards you, you will not be able to seek cover from any investor compensation funds that may be available for clients of the EU investment firms. Similarly, you should be aware that any complaints that you may have or any disputes that may arise between you and the Company in connection with the Services are not eligible and shall not be accepted for consideration by the relevant financial ombudsmen of the EU member states.
- 11.7 You acknowledge and/or agree to the following:

- (i) Any statement, comment or opinion, including any statement or comment or opinion posted on the Website, made or posted by us, our employees, authorized representatives or agents, or generally any statement, comment or opinion made by any person in respect of us or the Services which we offer or provide from time to time, whether such statement is made before or after acceptance by you of this Agreement, should not be construed as investment or other advice and shall not be deemed to be incorporated into this Agreement or otherwise have any contractual effect;
- (ii) we do not advise on the merits of any particular transactions, their taxation, legal or other consequences thereof;
- (iii) none of the information provided at the Website or the Platform should be considered as a recommendation to buy or sell any investment or asset;
- (iv) the market of the Digital Assets is highly dynamic area and the prices of the Digital Assets are often highly unpredictable and volatile. You should not deal in these or similar products unless you understand their nature and the extent of your exposure to risk;
- (v) when you acquire Digital Assets, you accept the high risk of loss inherently associated with investing in such assets, which can lead to the loss of the entire investment;
- (vi) there are risks associated with utilizing an internet-based Platform including, but not limited to, the failure of hardware, Services software, and internet connections. You acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services;
- (vii) the blockchain infrastructure used for the Services software is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any such attack may pose a risk to the Software, expected execution times and sequencing of the transactions, and expected proper execution and sequencing of computations. Under no circumstances shall the Company be liable to you for any losses or damages caused to you as a result of any such attacks or disruptions;
- (viii) transactions in Digital Assets are irrevocable due to the nature of blockchain, and, accordingly, stolen or incorrectly transferred Digital Assets will be irretrievable. As a result, any incorrectly executed Order could adversely affect the value of your assets. Once your Order and the underlying transaction has been verified and recorded in a block that is added to the blockchain, any incorrect transfer of Digital Assets or a theft thereof will not be reversible and there will be no compensation for any such transfer or theft; and

- (ix) there are no guarantees of profit nor of avoiding losses when investing in Digital Assets. You agree that you have received no such guarantees from the Company or from any of its representatives.

12. REPRESENTATIONS AND WARRANTIES

12.1 If you are a natural person, you represent and warrant to us on the date this Agreement comes into effect and as of the date of placement of each Order that:

- (i) you are of legal age for the purposes of entering into this Agreement which is legally binding on you in accordance with the laws of the jurisdiction in which you reside as well as the jurisdiction in which the Order is placed and you have full legal capacity to enter into this Agreement; and
- (ii) you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is true and correct. We reserve the right to ask for proof of age from you and any third party or other source and your Wallet Account may be suspended until satisfactory proof of age is provided.

12.2 If you are a legal entity or body you represent and warrant to us on the date this Agreement comes into effect and as of the date of placement of each Order that:

- (i) you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted;
- (ii) execution and delivery of this Agreement, all Orders and the performance of all obligations contemplated under this Agreement have been duly authorized by you;
- (iii) each natural person executing and delivering this Agreement on your behalf, placing the Orders on your behalf and the performance of all obligations contemplated under this Agreement has been duly authorized by you and has been disclosed to us providing all the necessary information and/or documentation,
- (iv) you have all necessary authority, powers, consents, licenses and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement; and
- (v) the persons entering into this Agreement and each Order on your behalf have been duly authorised to do so and are disclosed to us giving details of the relationship with you by providing all necessary information and/or documentation.

12.3 You represent and warrant to us on the date this Agreement comes into effect and as of the date of each Order that:

- (i) this Agreement, each Order and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms and do not and will not violate the terms of any legislation, regulation, order, charge, rules of professional conduct or agreement by which you are bound;
- (ii) you are not located in any Restricted Jurisdiction. We reserve the right to request any additional information which we deem necessary, in form and content satisfactory to us, in order to verify compliance with this paragraph;
- (iii) you have read and understood the Legal Documents and have obtained independent legal or other professional advice prior to accepting the same
- (iv) you act as principal and sole beneficial owner (but not as trustee or agent) in entering into this Agreement and each Order. In case you wish to open, either in the present time or in the future, more than one Wallet Account with us either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required that you immediately disclose to us that you are the beneficial owner of the account(s) during the account opening procedure and to provide us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s);
- (v) any information which you provide or have provided to us is accurate and not misleading in any material respect;
- (vi) you are willing and financially able to sustain a total loss of funds resulting from trading in Digital Assets and the entry into Orders is appropriate for you;
- (vii) except as otherwise agreed by us, you are the sole beneficial owner of all funds which you transfer to us under this Agreement, free and clear of any security interest whatsoever;
- (viii) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorizations referred to in this Clause 12.3;
- (ix) you shall not take unfair advantage of the Wallet Account(s) you may maintain with the Company to the disadvantage of the Company or engage in any behavior which could be considered as abusive of our Platform;
- (x) upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Laws; and

- (xi) you will not use our Services, systems and/or Platform for abusive purposes aiming to defraud us or any third party.

13. PERSONAL DATA

- 13.1 When collecting, processing and storing Personal Data provided by you, we the data controller for the purposes of the GDPR.
- 13.2 Details of how we collect, store, process and use your personal data are set out in our Privacy Policy which forms in integral part of this Agreement.
- 13.3 You hereby represent that, where you are a non-physical person providing to us Personal Data of any individual or where you are an individual providing us with Personal Data of any individual other than yourself, you hereby undertake and represent that such person, whose Personal Data is collected, stored and processed in accordance with the provisions contained herewith, has been informed of and has given their consent to such collection, storage and processing of their Personal Data on the terms contained herein and that they have been informed of their rights in relation to their Personal Data which is held and processed in accordance with the terms contained herein.
- 13.4 You hereby acknowledge that we rely on the Personal Data provided to us in carrying out our obligations under the law and this Agreement and you undertake to provide us with updates as to the Personal Data provided, such that the Personal Data remains current and correct.

14. SUSPENSION, CLOSURE, AND TERMINATION

- 14.1 Your Wallet Account does not have expiration date and will remain valid until cancelled by either you or the Company. You have the right to close your Wallet Account at no cost at any time by contacting the Company.
- 14.2 Upon closing of your Wallet Account for any reason, you authorize the Company to cancel or suspend any pending Orders and return any Digital Assets associated with such Orders to such third party wallet addresses that you have provided to the Company.
- 14.3 In the event that you or the Company terminates this Agreement or your access to the Services, or deactivates or cancels your Wallet Account, you will remain liable for all obligations relating to your Wallet Account even after your Wallet Account has been closed.
- 14.4 In the event that a technical problem causes system outage or Wallet Account or Platform errors, the Company may temporarily suspend access to your Wallet Account until the problem is resolved.
- 14.5 When your Wallet Account is closed or suspended, it cannot be used by you. Upon cancellation of your Wallet Account, in the event there are any remaining Digital or Fiat Assets on your Wallet

Account, you must provide us in writing: (i) eligible and sufficient external wallet address (not associated with the Company) for transfer of the remaining Digital Assets; and (ii) eligible and sufficient bank account details or card number for transferring the remaining Fiat Assets.

- 14.6 All of your claims for any Digital Assets and Fiat Assets remaining on your Wallet Account after its cancellation or after the termination of this Agreement, shall expire 12 months after the date of such cancellation or termination.
- 14.7 We may terminate this Agreement for convenience and close your Wallet Account by giving you at least 14 (fourteen) days prior written notice.
- 14.8 Notwithstanding anything to the contrary, we may suspend your Wallet Account or terminate this Agreement and your Wallet Account with immediate effect by giving you a notice, if:
- (i) you breach any provision of this Agreement and, in our reasonable opinion, such a breach is not capable of being cured, or if it is capable of being cured, it is not remedied by you within 2 (two) days of us giving you notice to that effect;
 - (ii) you act in a manner that is threatening or abusive to our staff, contractors or any of our representatives;
 - (iii) you fail to pay us any applicable fees or make any other payments to us when due;
 - (iv) your Wallet Account remains dormant for more than 12 (twelve) months and its balance has reached zero;
 - (v) you attempt to gain unauthorized access to the Software or another User's Wallet Account or provide assistance to others attempting to do so;
 - (vi) through your actions, you compromise the integrity or security of our Software or the Platform;
 - (vii) we have reasonable grounds to believe that you have breached any AML Laws;
 - (viii) any representation or warranty given by you under this Agreement proves to be false or untrue in any material respect or you fail to provide us promptly with any information required by us for the purposes of compliance with AML Laws or completing your KYC verification;
 - (ix) we suspect your Wallet Account is being used in an unauthorized manner, including without limitation, to commit fraud or for other illegal purposes; or
 - (x) we are required to do so to comply with any Applicable Law or with a request of any law enforcement or other government agencies or a court.

15. DISCLAIMER OF WARRANTIES

- 15.1 Except as expressly provided to the contrary in a writing by us, the Services are provided on “as is” and “as available” basis. We expressly disclaim, and you waive, all and any warranties of any kind, guarantees, declarations or condition, whether express or implied, including, without limitation, implied warranties of merchantability, market quality, commercial value, fitness for a particular purpose, title and non-infringement as to our Services, including the information, content and materials contained on the Platform and the Website.
- 15.2 You acknowledge that information you store or transfer through our Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including Software failures, protocol changes by third party providers, internet outages, force majeure or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Platform.

16. LIMITATION OF LIABILITY

- 16.1 The Company shall not be liable to you for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, the Services or your Wallet Account, or purchase or sale of, or inability to purchase or sell, the Digital Assets or the Fiat Assets.
- 16.2 You further specifically acknowledge and agree that the Company shall not be liable for the conduct of third parties, including other Users and the PSPs, and that the risk of using the Services rests entirely with you. Notwithstanding the foregoing, nothing in this Agreement shall affect your statutory rights or exclude our liability for death, injury, willful misconduct or fraud.
- 16.3 The Company shall not be liable for any inaccuracy, error, delay in, or omission of any information or for any loss or damage arising from any event beyond the Company's reasonable control, including power failures, accident to or breakdown or outage of computers, equipment or software malfunction, internet outages, internet latency, computer viruses, hacker attack, voluntary or mandatory compliance with any governmental acts, regulation or requests, flaws in third-party services, other cause beyond our control.

17. INDEMNITY

You shall indemnify and hold harmless the Company and its directors, officers, members, employees, contractors, agents, affiliates, partners and their respective successors, heirs and assigns (the “**Company Indemnitees**”), against any liability, damage, loss or expense (including

reasonable attorneys' fees and) incurred by or imposed upon the Company Indemnitees, arising out or relating to: (a) your use of, or conduct in connection with, the Services; (b) breach by you of any Applicable Laws, including any AML Laws; (c) your breach of these Terms of Use; or (d) your violation of any rights of any other person or entity.

18. NOTICES AND COMMUNICATION

18.1 You may communicate with via our contract details provided below:

Name: Booyaa Tech OÜ

Address: Tallinn, Kesklinna linnaosa, Tornimäe tn 7-72, 10145, Estonia

Telephone No: +372 880 4519

E-mail: support@booyaa.io

18.2 During times of market event of significant importance or volatility or as a result of a force majeure event, it is possible that telephone lines may be busy for a prolonged period. Under certain circumstances, communication via telephone or any other means may be unavailable. The Company will have no liability whatsoever in relation to difficulty in or impossibility of communication in any such circumstances outside of the control of the Company.

18.3 For the purposes of our communication with you, we will use the communication details provided by you at the Wallet Account opening stage unless you provide us with updated communication details in which case we will use such updated communication details in our communications with you. It is your responsibility to ensure that at all times the communication details which we have in respect of you are correct. You will notify us of any change of your information for the receipt of notices, instructions and other communications immediately. We will not be liable for any direct or indirect loss caused as a result of your failure to provide us with correct and valid communication details or to keep us updated regarding any such changes in your communication details.

18.4 If you are unable to communicate with us/we are unable to communicate with you for whatever reason, in the absence of gross negligence or fraud on our part causing such failure of communication, we shall have no liability for and direct or indirect losses caused to or suffered by you as a result of the said failure of communication.

18.5 Any notice or communication sent under this Agreement by one Party to another is deemed to be effectively received:

- a) if sent by way of post, three Business Days after being deposited in the post, postage prepaid in an envelope addressed to the recipient, at the address last notified to the sender in accordance with the provisions contained herein;
- b) if posted on our Platform or the Website, as soon as it has been posted; and
- c) if sent by email, one hour after being sent to the email address of the recipient, provided to the sender in accordance with the provisions contained herein.

19. APPLICABLE LAW AND JURISDICTION

- 19.1 This Agreement, the Services and any Order or transaction placed by you via the Platform will be governed by and construed in accordance with the laws of Estonia.
- 19.2 The courts of Estonia shall have exclusive jurisdiction to hear any disputes arising out of or in connection with this Agreement.

20. MISCELLANEOUS

- 20.1 We have the right to amend the terms of this Agreement. If we make any material change to this Agreement, we will give at least three (3) days' written notice to you, which notice can be given by posting an announcement at our Website. Notwithstanding anything to the contrary, in the event of occurrence of any periods of actual or potential increased market volatility in the prices of the Digital Assets or other market volatility caused by political, corporate or economic events which may, in our reasonable opinion, significantly affect the prices of the Digital Assets, we may, acting reasonably, give you a shorter notice of amendment of the terms of this Agreement under this Clause 20.
- 20.2 You shall not assign, transfer, mortgage, charge, declare a trust in relation to, or deal in any other manner with any or all of your rights and obligations under this Agreement (or any other document referred to in it). Any such purported action in violation of this clause shall be void. We may, without your prior written consent, at any time assign, transfer, charge, subcontract, deal in any other manner with all or any of our rights under this Agreement and may subcontract or delegate any of our obligations under this Agreement to any our affiliate or third party. We may grant security over, or assign by way of security, any or all of our rights under this Agreement.
- 20.3 These Terms of Use contain the entire agreement and supersede all prior understandings between the Parties regarding the Services. These Terms of Use do not alter the terms or conditions of any other electronic or written agreement you may have with the Company in respect of any other product or service of the Company. In the event of any conflict between these Terms of Use and any other agreement you may have with the Company, this Agreement shall prevail in respect of your use of the Services and the Platform, unless otherwise agreed in writing.

- 20.4 Our failure or delay in exercising any right, power or privilege under these Terms of Use shall not operate as a waiver thereof.
- 20.5 The invalidity or unenforceability of any clause of this Agreement shall not affect the validity or enforceability of any other Clause, all of which shall remain in full force and effect.