

## Defi access Terms and Conditions:

*PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.*

**Summary of Terms of Service:** This summary of our Terms of Service offers you an overview of the key terms that apply to your use of our website, investment and other services. While we hope this summary section is helpful, you should read the complete Terms of Service below since they provide important information about how our services work.

Defi access provides you with an investment platform that matches your Investment expectations with open orders from other users of our services at your direction.

### **Our Services–**

- Defi access/ offerings and services provides you with a simple and convenient way to trade/invest your digital assets (such as Bitcoin, PM, USDT, Ether etc) and to exchange/trade one type of digital asset for another type of digital asset. Among other things, you may also use our Services to purchase and sell digital assets directly from and to us and to interact with Cryptocurrency experts and other stakeholders of the IMTC Ltd digital assets management team in various ways as further described in the complete Terms of Service.

### **Eligibility and Acceptable Use-**

- You must meet certain eligibility criteria to use Defi access/ services. For instance, you must be an adult. Additionally, there are certain things you cannot do when using Defi access/ investment/trading platform services, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems. Please see the acceptable use section for more details.

## Defi access Investment Portfolio:

*Number of Defi access Investment Portfolio. Defi access may, in its sole discretion, limit the number of Defi access Accounts that you may hold, maintain or acquire.*

- Defi access Account information and security. In order to engage in any investment transactions via the Defi access Services, you must create a Defi access Investment Portfolio/Account and provide any requested information. When you create an Defi access Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your Defi access Account information; (d) maintain the security of your Defi access Account by protecting your password and restricting access to your Defi access Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Defi access Investment Portfolio; and (f) take responsibility for all activities that occur under your Defi access and accept all risks of any authorized or unauthorized access to your Defi access Investment Portfolio, to the maximum extent permitted by law.

- Privacy Notice Please refer to our Privacy Notice for information about how we collect, use and share your information.

### **General Obligations-**

- This Section 5 applies to: (i) all trading Investments completed via our Services (including, without limitation, purchases or sales of Digital Assets and NFTs), (ii) your purchase and/or sale of Digital Assets and/or NFTs directly from Defi access via the Services, and (iii) any transaction in which you load Assets into your Defi access Investment Portfolio from your External Account or transfer Assets from your Defi access Investment Portfolio into an External Account.

### **Accuracy of Information-**

- You must provide any information required when creating a Defi access Investment Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete.

### **Cancellations-**

- You may only cancel an offer, bid, or order initiated via the Services if such cancellation occurs before Defi access automated system executes the transaction; and provided that Defi access does not otherwise place limits on your ability to cancel an offer, bid, or order initiated by you through the Services. Once your offer, bid, or order has been executed, you may not change, withdraw or cancel your authorization for Defi access system to complete such transaction on your behalf. If an order to withdraw Funds for Cryptocurrency has been partially filled, you may cancel the unfilled remainder. We reserve the right to refuse any cancellation request associated with a market order once you have submitted such order. In contrast to exchange orders, all trades are irreversible once initiated. While we may, at our sole discretion, reverse an investment, trade or transaction under certain extraordinary conditions, a customer does not have a right to a reversal of a investment, trade or transaction.

### **Insufficient Assets-**

- If you have an insufficient amount of Assets in your Defi access/ Investment Account to complete a transaction via our Provided Services, we may cancel the entire transaction or may fulfill a partial transaction using the amount of Assets currently available in your Defi access Investment Portfolio.

### **Taxes-**

- It is your responsibility to determine what, if any, taxes apply to the trades/investments or transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Defi access is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades or transactions from you.

## **Defi access Investment Portfolio Assets:**

### **Funding your Defi access Account.**

- In order to complete an offer, bid, order, trade, investment or transaction via the Services (including orders and trades on the Defi access Investment platform. First, you must load Assets to your Defi access Investment Portfolio using one of the approved deposit methods identified via the Services. You may be required to verify that you control the External Account that you use to load Assets to your Defi access Investment Portfolio. Also, you may

be charged fees by the External Account you use to transmit Assets to or from your Defi access Investment Portfolio.

- Defi access is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Defi access makes no guarantee regarding the amount of time it may take to load Assets into your Defi access Investment Portfolio.

#### **About Legal Tender Held In Your Kraken Account -**

- Be advised that Legal Tender held in your Defi access Investment Portfolio is exclusively for the purchase of Digital Assets, Investments or for withdrawal to your approved External Account. Proceeds from the sale of Digital Assets or Investment for Legal Tender will be credited to your Defi access Investment Portfolio, less any transaction or other fees or commissions. Defi access does not pay interest on balances held in your account.

#### **Digital Assets Only Accounts -**

- If you have opened an Defi access Investment Portfolio designated as Digital Assets Only, you may only fund your account with Digital Assets or cryptocurrencies such as Bitcoin, Perfect money (PM), USDT (ERC20) and (TRC20), Ethereum (ETH) and LITECOIN respectively.

#### **Payment Method.**

- Only valid payment methods specified by us may be used to deposit and invest, as applicable. By placing an order to purchase deposit Cryptocurrency into Defi access, you represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or canceled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.

#### **No Returns or Refunds -**

- All investment and purchases of Digital Assets or NFTs from Defi access via the Services are final. We do not accept any returns or provide refunds for your purchase, deposit of Digital Assets or NFTs into Defi access, except as otherwise provided in these Terms.

#### **Acceptable Use -**

- When accessing or using Defi access Investment and Trading platform and services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:
  - Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
  - Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;

- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- Use or attempt to use another user's account without authorization;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any Services that you are not authorized to access;
- Provide false, inaccurate, or misleading information; or
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

#### **Feedback-**

- We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Defi access Investment platform or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Defi access. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We can disclose your identity to any third party who is claiming that any content posted by you violates their intellectual property rights, or their right to privacy. We can remove any posting you make on our website if, in our opinion, your post does not comply with Defi access Investment Company Limited content standards.

## **Copyrights and Other Intellectual Property Rights:**

*The Services and all elements thereof, including, without limitation, their "look and feel", the Defi access logos and all designs, text, graphics, pictures, information, data, software, sound files, other files, content and materials, and the selection and arrangement thereof (collectively, "Defi access Materials") are the property of Defi access or our license or suppliers and are protected by U.S. and international intellectual property rights laws.*

#### **Amendment -**

- Defi access Company reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion, by posting the amended Terms via the applicable Defi access websites and mobile applications or by communicating these changes through any written or other contact method we have established with you and updating the "Last Updated" date at the top of these Terms.
- The amended Terms will be effective immediately thereafter and your use of the Services following the date on which such amended Terms are published will constitute consent to such amendments.

### **Waiver -**

- Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

### **Severability -**

- The invalidity or enforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall

### **Force Majeure Events -**

- Defi access shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Defi access reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Defi access reasonable control (each, a "Force Major Event").

### **Assignment -**

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

### **Headings -**

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

### **Indemnity:**

- You agree to defend, indemnify and hold harmless Defi access (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

### **Disclaimer of Warranties:**

- *EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THESE TERMS, OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.*

- *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 EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.*

## Miscellaneous:

### **Entire Agreement -**

- Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Defi access for the Services or for any other Defi access product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Defi access, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.