

TRUFIN TERMS AND CONDITIONS ("TERMS")

These Terms may be subject to updating and amendment from time to time. These Terms are entered into between TruFin Holdings Limited, registered number 2100942 the registered office of which is at Floor 4, Banco Popular Building, Road Town, Tortola, VG1110, The British Virgin Islands together with its group and affiliates ("**TruFin**", "**we**" or "**us**") and the person making use of the Services (as defined below) ("**User**", "**you**" or "**your**"). TruFin provides Services (defined below) via the Protocol, (defined below).

Please read these Terms carefully. These Terms contain important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. You should only use the Services if you agree completely with these Terms.

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1 Services

The protocol refers to the series of smart contracts and web2 assets (the “**Protocol**”) allowing for the general execution of structured trades and smart contracts (the “**Services**”). If the Protocol’s access criteria are met, the User, via their digital wallet address (“**Wallet**”), shall be able to utilise the Services.

The Protocol and the Services you access through it are used entirely at your own risk and TruFin takes no responsibility for the Protocol or your use of the Protocol to use the Services.

You are required to signify that you accept these Terms by clicking on the acceptance button (or signing a transaction indicating such acceptance) before accessing the Services for the first time, and also from time to time thereafter as we consider appropriate. By accessing the Services, you are deemed to have read, understood and accepted all of these Terms.

These Terms together with any other terms that may be outlined on the website at trufin.io (the “**Website**”), are to be read and construed together. These may include product specific terms or terms applicable to the country in which you conduct your business.

You and TruFin undertake to act in good faith with respect to each other’s rights and undertake with the other to do all things reasonably that are necessary or desirable to give effect to the spirit and intent of these Terms.

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the App.

The User’s continued use of the Services following the posting of revised Terms means that the User accepts and agrees to the changes.

1.1 App

The User will, having been granted access to the Protocol, be able to use the app (as found at app.trufin.io) as an interface (the “**App**”). This will allow Users to access the Services. The App will also allow Users to analyse the performance of current and previous positions.

2 Warranties by Users.

Each User of the Services, represents and warrants to TruFin, on each occasion they use the Services, that:

- (a) they have the legal capacity to agree to these Terms and utilise the Services;
- (b) they have not been previously blocked from accessing the Services;
- (c) they are 18 years of age or older and, if acting on behalf of another, have the requisite authority from them to utilise the Services;
- (d) they are not subject to any sanctions or restrictions anywhere in the world that would prevent them from using the Services;
- (e) they have not been provided with, or relied upon any advice given by TruFin in relation to the Services and that they have taken any legal, financial, accounting or other advice as necessary prior to accessing the Services;
- (f) they are solely responsible for any actions taken by them in relation to the Services;
- (g) all of the information provided to any third party as a requirement to gain access to the Services, is true and accurate and not incomplete or misleading (and if it ceases to be so for any reason, they will immediately update such information);
- (h) all of the assets in your Wallet and which you use in accessing the Services will at all times be legally and beneficially owned by the relevant User or, if acting in the capacity of agent, legally and beneficially owned by the principal and you have the requisite authority to act on their behalf;
- (i) each User is not located or resident in, or a citizen of, any state, country, territory or other jurisdiction in which use of, or access to, the Services (or the use/ownership of digital assets) would be illegal or otherwise violate any applicable law (a “**Restricted Territory**”). Users must satisfy themselves that they can access the Services from the jurisdiction in which they reside, are located in or are citizens of;

- (j) have not concealed in any manner the jurisdiction in which they are located in so as to access the Services, and
- (k) they have read and understood the risks outlined in section 4.

TruFin may exercise its powers of termination or suspension if it becomes aware of any breach of the above representation and warranties by you.

3 No Warranty by TruFin

TruFin makes no warranty or representation that you can access the Services, from the jurisdiction in which you reside, are a citizen of or are otherwise located. Each user is responsible for satisfying themselves that they are not in a Restricted Territory. Further, TruFin does not make any warranty or representation that just because the Services are: (a) accessible; (b) available in the language of; or (c) uses a language widely used in a Restricted Territory that this means they can or should be used in such Restricted Territory. TruFin reserves the right to restrict access from a Restricted Territory or to any person from a Restricted Territory or subject to sanctions themselves. TruFin may use technology to restrict such access.

4 Risks

4.1 General Risks

4.1.1 Suitability:

You should decide to use any Service only after due and careful consideration. You should determine whether the Service is appropriate in light of your experience in similar transactions, your objectives in engaging with the Services, financial resources and other relevant circumstances. If you are unsure whether the Service is suitable, you should obtain independent legal, tax and/or financial advice.

Transactions involving digital assets on the Protocol are highly risky and could result in the complete loss of both digital assets deposited and, potentially, any further losses generated by the transaction. Neither TruFin nor the Protocol gives any advice as to whether you should or should not transact through the Protocol. You should consider whether you understand how transactions involving digital assets work and whether you can afford to take the high risk of losing your assets.

4.1.2 Fees

Before using the Services, the User should obtain details of all commissions, fees and other charges for which the User will be liable.

4.1.3 Not a Research Report

Any content provided by any contributor to the Protocol is not, does not purport to be, and is not intended to be a "research report" or "investment research".

4.1.4 Commercial Arrangements

TruFin, any contributor or the Protocol itself may have a relationship with other entities which may not be disclosed to you.

4.2 Counterparty Risk

The Protocol follows Anti-Money-Laundering ("**AML**"), Counter-terrorism-financing ("**CTF**") and Sanctions compliance requirements and works to ensure that its Users pass prior to the access of the Services, and continue to pass these requirements during the ongoing use of the Services. Third party providers update and provide this data and links to their operating procedures that helps to understand any residual risk. These can be found in more detail here: <https://trufin.gitbook.io/docs/user-guide/onboarding-and-access>.

The Protocol engages with third party suppliers who provide certain services to the Protocol and, while TruFin has evaluated those third parties, they must be engaged with on their own terms. These relationships are disclosed here <https://trufin.gitbook.io/docs/> under Integrated Third Parties.

4.3 Legal Risks

4.3.1 Regulatory Uncertainty

The laws of various jurisdictions may apply to digital assets, and transactions or Services offered through the Protocol. The application of these laws and regulations to digital assets and the use of the Protocol or its Services is largely untested, and laws and regulations are subject to change without prior notice to either TruFin, the Protocol or you.

In particular, any current governmental or regulatory tolerance of digital assets or the use of the Protocol may change rapidly, and digital assets and the way in which the Protocol operates may at any time be deemed to be a security, investment, asset or money by governmental authorities or regulators, which will affect TruFin's and the Protocol's ability to conduct transactions or operate in digital assets generally.

As a result of regulation and legislation around digital assets, this means that the TruFin Protocol may not be available in certain jurisdictions, or at all and the list of jurisdictions in each category may change over time. The list of currently restricted jurisdictions may be found here:

https://trufin.gitbook.io/docs/policies_and_disclaimers. Changes to access to the Services may be made unilaterally on short or no notice to you.

TruFin may receive formal or informal queries, notices, requests or warnings from law enforcement authorities. Action may be taken by governmental authorities and regulators against TruFin or the Protocol. As a result of such events, TruFin or the Protocol may be required to discontinue or suspend the Services, transactions or the Protocol itself.

You may also be subject to law enforcement action in conducting transactions, holding digital assets and/or accessing the Services. You should take independent legal advice on the use of the Services and the consequences of specific transactions before using the Services or conducting any transactions using the Services.

All Users using the Services are potentially exposed to regulatory/legal risk. The legal and regulatory treatment of digital assets or interests in digital assets through the Services may change. Regulation of digital assets and its application to the Services is unsettled and rapidly changing. Legal and regulatory treatment varies according to the jurisdiction. The effect of regulatory and legal risk is that any digital asset or interests held through the Protocol may decrease in value or lose all of its value due to legal or regulatory change. This may affect the value of a position or transaction. Legal changes may have the effect of making a previously legal position illegal or subject to substantial restrictions which may affect the ability to liquidate a position. Changes to related issues such as taxation may occur and radically affect the value or profitability of a digital asset. The tax implications of such risk is unpredictable and depends on various geopolitical, economic, sovereign and other factors. Risks may be asymmetrical between established and emerging markets and may affect some digital assets significantly more than others. TruFin and the Protocol recommend you obtain independent legal, tax and financial advice and that you continue to monitor the legal and regulatory position in respect of your positions and transactions through the Protocol.

If a position is held in any digital asset issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, including markets formally linked to a domestic market, recovery of the digital asset and any profits or gains may be reduced, delayed or prevented by exchange controls, debt moratorium or other actions imposed by the government or other official bodies. Before you conduct any transactions, you should satisfy yourself about any rules or laws relevant to those particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should obtain independent advice about the different types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade. If your country of residence imposes restrictions on transactions of digital assets, we may be required to discontinue your access to the Services and you may not be permitted to transfer digital assets held in the Protocol back to you or permit you to transfer digital assets out of the Protocol to yourself or others, until such time as the regulatory environment permits us to do so.

We may not be permitted to transfer digital assets held in the Protocol back to you or permit you to transfer digital assets out of the Protocol to you or others until the regulatory environment permits us to do so.

4.3.2 Legal status of digital assets, Services:

The laws of various jurisdictions may apply to digital assets or Services. Applying these laws and regulations to digital assets is largely untested, and laws and regulations are subject to change without prior notice to either the Protocol or the User. Governmental authorities and regulators may take action against the Protocol. As a result of such events, access to the Services may be withdrawn. The User may also be subject to governmental or regulatory action by holding digital assets or using the Services. The User should take independent legal advice to evaluate the consequences of using the Services before accepting this Terms of Use or using the Services.

4.3.3 Taxation and required reporting to taxation authorities

You are responsible for all taxes in respect of any gains obtained by using the Services, including past or retrospective taxes imposed on the Services. Before using any Services, you should understand the tax implications of acquiring, entering into, holding and disposing of a digital asset. Tax implications of any Service depend on the nature of your business activities. The User should consult their independent tax advisor to understand the relevant tax considerations.

4.4 Digital Asset Risk

4.4.1 Digital assets:

Digital asset prices are volatile and fluctuate day to day. Trading in these digital assets may be considered a high-risk activity. Proper diligence and sound judgement should be used in evaluating the risks associated with these activities. We do not solicit nor represent that digital assets are an investment vehicle. The decision to trade digital assets rests entirely on the Users' independent judgement. Any digital asset may decrease in value or lose value due to various factors, including the discovery of wrongful conduct, market manipulation, change to the nature or properties of a digital asset, or governmental or regulatory activity. Demand for digital assets may be partially or wholly driven by speculation or market sentiment.

4.4.2 Lack of Information available

You may not have full access to all the information relevant to the particular digital asset or its underlying platform or network. It may not be possible to obtain updated information regarding the progress or any changes to particular digital assets or their underlying platforms or network. Many digital asset issuers or operators may also have no operating history or track record that can be used to evaluate the ability to achieve their stated project goals.

4.4.3 Network Events

Digital assets may be subject to various network events, including forks, airdrops, attacks on the security, integrity or operation of the networks, or network participants making a binding decision in relation to the network underlying a digital asset ("**Network Events**"). Such events may affect the features, functions, operation, use or other properties of any digital asset, network or platform. Liquidating or withdrawing a position in digital assets may be difficult or impossible. The events may also severely impact the price or value of any digital assets or even result in the shutdown of the network or platform associated with the digital asset. Such Network Events may be beyond the control of the User or the Protocol, or to the extent the Protocol has any ability to impact the Network Event, the Protocol's decision or actions may not be in your interests. Where you transfer digital assets to the Protocol which are the subject of a Network Event, you may not be entitled to the proceeds arising from any Network Event, and the Protocol is entitled to keep any digital assets created because of Network Events (for example, in circumstances where there is a fork in the network). The User should not transfer assets to the Protocol or otherwise use the Services, where you wish to receive the benefits of those Network Events.

4.4.4 Inflation Risk:

Digital assets may not, either because of the inherent design of the digital asset or through Network Events, be part of a pool of fixed size. Where additional digital assets are created, the asset's price may decline due to the inflationary effects of adding additional digital assets to the total assets available.

4.4.5 Concentration Risk

At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular digital asset. Acting individually or in concert, these holders may have significant influence over the digital asset and may be able to influence or cause Network Events which may have a detrimental effect on the price, value or functionality of the digital assets. Network participants may make decisions which may not be in the User's best interest as a holder of digital assets.

4.5 Cybersecurity Risks

Source code changes and flaws:

The various source codes underlying digital assets and smart contracts are subject to change and may at any time contain one or more defects, weaknesses, inconsistencies, errors or bugs. Unless otherwise represented in writing by the Protocol, no audit or investigation has been conducted on any source code produced by parties other than Protocol.

4.5.1 Cryptographic advancements:

Developments in cryptographic technologies and techniques, including the advancement of artificial intelligence or quantum computing, pose security risks to all cryptography-based systems, including digital assets. Applying these technologies and techniques to digital assets or any of the Services may result in theft, loss, disappearance, destruction, devaluation or other compromises of digital assets, the Services or your data.

4.5.2 Reliance on the Internet

Digital assets and the Services rely heavily on the Internet. However, the public nature of the Internet means that either part of the Internet or the entire Internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting data via the Internet. The result of the above may be that your order is not executed according to your instructions or not at all at the desired time.

4.5.3 Unauthorised access

Unauthorised third parties may gain access to the User wallet and effect transactions without your knowledge or authorisation, whether by obtaining control over another device or account used by the User or other methods.

4.5.4 Loss of Private Key(s)

Losing control of your private key(s) may permanently and irreversibly deny you access to your digital assets. Neither any contributor to the Protocol, nor any other person will be able to retrieve or protect digital assets for which you hold the private key(s). If the private key(s) is lost, it may become impossible to transfer digital assets to any other address or wallet, and you are solely responsible for securing your private key(s) in a manner that meets the User security circumstances.

4.5.5 Operational Risk

Breakdowns or malfunctioning of essential systems and controls, including IT systems or digital asset networks, may generally affect digital assets' value. In particular, digital assets may suffer from a concentration of operational risk during development, including key personnel, governance and financial control risk.

4.6 Options Vaults

Over and above the risks outlined for the Protocol generally the following risks should be considered when using Services that utilise options features.

4.6.1 Locked asset Risk

Entering into certain agreements with other Users may involve locking underlying assets based on a pre-defined ruleset. The implications of this should be carefully considered by the User and are not the responsibility of TruFin.

4.7 Staking Vaults

Our staking vaults use Twinstake.io's ([Twinstake – Staking services built with institutions, for institutions](#)) validators and can be identified by the 'TruStake' nomenclature.

4.7.1 Withdrawal and Unbonding.

When a User wishes to withdraw from a staking vault they may be subject to unbonding periods imposed by the supported network or its network protocol. Digital Assets may be unavailable to the User during any such unbonding periods and be subject to other restrictions imposed by the Supported Network or its Network Protocol. TruFin shall not be liable for any Losses arising out of or in connection with any of the events described in this clause.

4.7.2 Missed network rewards due to outages or validator service failures

Under no circumstances shall TruFin assume liability for any validator outage or failure. In the event of such an outage or validator service failure, missed network rewards (where possible) may be added to the vault.

5 Access to Services

In agreeing to the Terms you agree that:

- (a) You will need to use a Wallet which allows you to interact with public blockchains and which allows you to read or write to the blockchain from such Wallet address.
- (b) You will use your Wallet to securely store and manage your digital assets and this will be protected by a cryptographic key. Your relationship with the supplier of that Wallet is governed by the terms of service of that Wallet provider and not these Terms. Wallets are not operated by us and we do not have custody or control over your Wallet. By connecting your Wallet to, and using, the Protocol you are agreeing to do so in accordance with these Terms.
- (c) Your Wallet address is your identifier and account held on the blockchain and, therefore, is publicly available. You will need to have your Wallet address placed on an allow-list (the "**Allow-List**") by a service provider nominated by TruFin ("**Allow-Listed**"). To be Allow-Listed you will need to register a Wallet address and demonstrate your compliance with our AML/CTF and Sanctions prevention requirements and complete the required onboarding due diligence process. Once your Wallet address has been Allow-Listed, and if you continue to meet the User compliance criteria, you will be able to access the Services.
- (d) Any digital assets that you use as part of the Services will be utilised through your Wallet and you will, at all times, retain title to them. You will be responsible for settlement of any transaction fees, commissions, margin payments or payment of any other fees, expenses or costs or other amounts for which you are liable as a result of using the Services. You acknowledge and accept that some of such fees, commissions and other charging obligations will be contained or embedded in the smart contracts traded through the Protocol. TruFin does not accept any liability for any such payment obligations.
- (e) By using the Services you understand that you are not buying or selling digital assets from us and that the Protocol does not operate its own liquidity pools or control trade execution. We are not a liquidity provider into the vaults on the Protocol and liquidity providers are independent third parties. Once a smart contract trade is executed we have no control over such transaction or the financial charges levied, nor do we have the ability to reverse any payments or transactions.
- (f) You understand and acknowledge that we do not broker trading orders on your behalf nor do we collect or earn fees from your trades.
- (g) We also do not facilitate the execution or settlement of your trades, which occur entirely on the public distributed blockchains like Ethereum. As a result we do not (and cannot) guarantee market best pricing or best execution through the App. Any references in the App to 'best price' do not constitute a representation or warranty about pricing available through the App, on the Protocol, or elsewhere.
- (h) You will be responsible for any use of the Services by anyone using your Wallet or Wallet address or having your cryptographic code to access the App or the Protocol, and will be bound by and authorise the App/Protocol to accept and rely upon any agreements, communications, instructions, orders, confirmations and authorisations of any other actions (including any actions through the App or Protocol) that are made, provided or taken by a person or entity that has access to the cryptographic key to your Wallet, whether that access is authorised or unauthorised.
- (i) You are solely responsible for the custody of the cryptographic private keys to the Wallets you hold and you should never share your Wallet keys or seed phrase with anyone. If we are notified by you in writing that your Wallet has been subject to any unauthorised access, we will take reasonable steps to suspend your Wallet's ability to access the Protocol whilst we investigate, but we cannot guarantee that we can or will do this, or that any action to suspend that we take will be successful to avoid the consequences of any unauthorised access.
- (j) You will at all times remain liable for any transactions that take place prior to being removed from the Allow-List.
- (k) You acknowledge that TruFin may, at our sole discretion and without giving any reason and without notice, remove you from the Allow-List. It is agreed between us that it may not be possible or lawful for us to give any reason for such actions.

5.1 Protocol's approach to allowing access

The Protocol has taken a risk-based approach in applying compliance requirements. TruFin has engaged and vetted third-party onboarding and ongoing monitoring service providers to determine and evaluate access

rights to the Protocol. The currently supported partners, their documentation, and further information can be found at <https://trufin.gitbook.io/docs/user-guide/onboarding-and-access>. The following section discloses the general approach that is taken and that the User is agreeing to in order to gain access, and interact with, other Users.

TruFin are committed to providing a safe, compliant and reputable Protocol for our Users to operate on. The Protocol is operated striving for integrity and transparency. Accordingly, the TruFin Protocol adopts and operates an Anti-Money Laundering, Counter-Terrorist Financing and Sanctions (“**AML/CTF**”) policies and procedures under the laws of the British Virgin Islands. This means that all Users are subject to Know-Your-Customer (“**KYC**”) procedure and Sanctions screening checks before being allowed to access the Services.

We believe that the due diligence our Protocol users are required to undergo helps to prevent its use by illicit actors and contributes to improving the standing and reputation of the digital asset industry. The information contained herein provides an overview of some of the key aspects of the Protocol’s financial crime prevention policies and their practical applicability to the Users.

5.2 Our Obligations

Like many other organisations, TruFin and its Protocol are subject to legislation and regulatory regimes that restrict or prohibit any dealings with assets which have a prescribed connection with certain countries, individuals, groups or entities. Over and above these compliance requirements, other countries may also be subject to restriction at the discretion of TruFin. These are entities (“**Restricted Entities**”) or Wallets associated with terrorism, money laundering, weapons of mass destruction or other criminal activity and these Restricted Entities or Wallets may also be subject to international sanctions.

TruFin and its Protocol are therefore required to avoid, terminate, or suspend, where practically possible, relationships and/or transactions with Restricted Entities or Wallets. This may involve restricting User access to their funds deposited with our Protocol that TruFin deems to be in violation of applicable sanctions laws and reporting breaches of sanctions laws to the relevant authorities. Certain restrictions may also apply to other particular Users of the Protocol with whom we deal for example, if a User is a politically exposed person, a so-called “PEP.”

5.3 The Impact on You?

The three main things that may impact you are:

1. User due diligence

TruFin is required to identify each User of the Protocol and to verify their identity. This involves requesting the User to provide and upload required documentation, which will be validated by trusted third party service providers. In general, different requirements apply to individuals and legal entities. Further details about the documents and other information we require are available on request from TruFin or directly through the Protocol.

Your help and assistance are vital in this process whilst we process and validate your information and documentation. We cannot provide any services or give access to the Protocol until the onboarding process has been successfully completed.

2. Wallet screening and monitoring

Wallet transaction monitoring and ongoing wallet screening is also undertaken to ensure that throughout the course of the relationship the Users continue to meet TruFin’s AML/CTF and sanctions prevention requirements. This, amongst other things, may involve asking you about the nature of the transactions you are undertaking or limitations on the deposits with TruFin.

3. Ongoing due diligence

Additional information may need to be requested from you from time to time to ensure that the information and materials we have for AML/CTF purposes are up-to-date and relevant.

Abuse of the Services is taken very seriously. Abuse can lead to an immediate suspension of access to the Services and reporting to the relevant authorities.

Our due diligence procedures are designed to prevent financial crime and ensure that we continue to meet our legal and regulatory obligations. They also enable us to ensure that the services we are providing are not prohibited in the jurisdiction in which you are located. It should be noted that regulatory requirements may change, and we may then require additional information from you to meet our obligations.

5.4 Record keeping and reporting

By law, we and our third-party service providers are required to maintain User records and we will do so in accordance with the applicable data protection policies and procedures. As a general guide, User due diligence and transaction records are retained for at least five (5) years.

On certain occasions, we may be required by law to submit information to regulators or other authorities in different jurisdictions which can be requested without your prior consent or without notice. For example, if we consider a transaction suspicious because, for example, it may represent proceeds of a crime or come from an embargoed country, we may have to report it to the relevant authorities. If we do so, generally, it is a criminal offence to inform you that we have done so.

We are also obligated to report certain tax information regarding transactions undertaken by you, either to local or international tax authorities. In those circumstances, we also may not be able to inform you of such requests.

6 Withdrawal of Services

TruFin retains total discretion over the manner in which access to the Services is provided to you. Without prejudice to the generality of the previous statement, TruFin may, without notice to you:

- a. remove the User and any Wallet's associated with them from the Allow-List
- b. refuse access to the Services or to implement any transaction, confirmation or order or to freeze any funds held in the Protocol;
- c. place financial limits or conditions or limit the number or type of transaction submitted through the Services;
- d. place limitations on the use of the Protocol including restricting transfers of digital assets through the Protocol, including in circumstances where your location becomes part of a Restricted Territory;
- e. place restrictions on your Wallet interacting with the Protocol if we suspect illegal activity, fraud, suspicious activity, compromise of your Wallet or Wallet address, or where we become aware or are informed of a dispute or legal impediment regarding any digital assets that you may have or intend to use in your interactions with the App; and
- f. if we are obliged by any governmental, regulatory or law enforcement enquiry to restrict your access to the Protocol or impose restrictions or halt your access to the Services or the App or the Protocol.

TruFin takes no responsibility for any errors that occur in any transaction or business conducted through the Protocol, howsoever these may occur. However, TruFin may be involved in making any reversal or correction that may be necessary. However, TruFin provides no guarantee or warranty that any such correction attempt will be tried or be successful and TruFin accepts no liability to make any such attempt or for any such attempt or the consequences thereof.

7 Disclosures, Disclaimers and Exclusion of Liability

Each time you access the Services, you agree that you have read and acknowledged our Terms (including any amendments from time to time). While TruFin will use reasonable care and skill in providing the Services, it is provided "as is", and we cannot promise that the Services will always be available, meet your requirements or be completely free of faults, errors or compromise from cybersecurity events.

As the User, you understand and acknowledge that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. The User is responsible for implementing sufficient procedures and checkpoints to satisfy the User's particular requirements for: (1) accessing the Services; (2) anti-virus protection and accuracy of data input and output; and (3) maintaining a means external to our site for any reconstruction of any lost data.

We have no liability or responsibility to anyone for performance or non-performance of the activities through the Services nor for any harm or damage created by others' interactions with any blockchain required to use the Services.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT THE USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO THE USER'S USE OF THE INTERFACE, THE PROTOCOL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE INTERFACE OR PROTOCOL OR TO THE USER'S DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE LINKED TO THEM.

THE USER'S USE OF THE SERVICES IS AT THE USER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, NEITHER WE, NOR ANY PERSON ASSOCIATED WITH US, MAKES, AND WE EXPLICITLY DISCLAIM, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER TRUFIN, NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES.

NEITHER WE NOR ANY PERSON ASSOCIATED WITH TRUFIN OR THE SERVICES REPRESENTS OR WARRANTS THAT: (1) ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, WITHOUT DELAY, ERROR-FREE, SECURE, OR FREE FROM DEFECTS; (2) THAT THE INFORMATION CONTAINED OR PRESENTED ON THE SERVICES IS ACCURATE, RELIABLE, COMPLETE, CONCISE, CURRENT, OR RELEVANT; (3) THAT THE SERVICES WILL BE FREE FROM DEFECTS, MALICIOUS SOFTWARE, ERRORS, PRIVATE, OR ANY OTHER HARMFUL ELEMENTS, OR THAT ANY OF SUCH WILL BE CORRECTED; OR THAT THE INTERFACE OR THE PROTOCOL WILL MEET THE USER'S EXPECTATIONS.

NO INFORMATION OR STATEMENT THAT WE MAKE, INCLUDING DOCUMENTATION OR OUR PRIVATE COMMUNICATIONS, SHOULD BE TREATED AS OFFERING ANY WARRANTY CONCERNING THE ANY OF THE SERVICES. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY CONTENT, ADVERTISEMENTS, OFFERS, STATEMENTS, OR ACTIONS BY ANY THIRD PARTY EITHER REGARDING OR THROUGH ANY OF THE SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

By accessing the Services you are agreeing to:

- (a) indemnify, to the extent permitted by the applicable laws, TruFin, against any action, claim, proceeding, loss, damage, expense or liability you have suffered or incurred directly or indirectly arising from your use of the App or the Protocol or the Services; and
- (b) release TruFin from and against any action, claim, proceeding, loss, damage, expense or liability you have suffered or incurred directly or indirectly arising from your use of the App or the Protocol or arising from the Services.

You acknowledge and agree that by providing the App and access to the Services, TruFin provides no guarantee as to any return or income, or the result or effectiveness of any Services provided. To the extent permitted by the applicable laws, you acknowledge and agree that TruFin disclaims and excludes any liability for failing to meet any of your expectations in relation to any Service provided. Specifically, and without prejudice to the foregoing, TruFin is not your fiduciary, agent or advisor, and no such obligations arise in connection with any of your activities whether through the App or the Protocol or through the Services or under any TruFin documentation, unless specified in writing by TruFin from time to time.

8 Security

Neither you nor any person authorised by you may breach or attempt to breach any of the security protocols around the Services or the provision of the Services and you will assist, upon TruFin's request, in identifying and investigating any security protocol breaches or attempted breaches. TruFin may involve law enforcement and regulatory agencies in investigating and prosecuting any breaches.

You hereby agree to take such steps as may be necessary to avoid security breaches and viruses, for example, by installing appropriate anti-virus software and related protections against viruses or other computer attacking methods that may damage, disrupt, destroy or detrimentally alter TruFin's or the Protocol's systems, the App or the provision of the Services via you or any device connected with you.

It is your responsibility to ensure and maintain continuous security and control over any device or account that gives access to the Services or which enables the Protocol to operate. If any of the Services offers security features as part of the provision of Services it is your responsibility to use these fully. The failure of any such security device or account may delay or restrict your access to the Services.

9 Intellectual Property

For the purposes of these Terms, **"intellectual property rights"** means any rights under patent, trademark, copyright and trade secret laws, any applications or registrations relating to such rights, and any other property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights in relation to tangible or intangible expressions of ideas.

All intellectual property rights in the App and the Website are the property of TruFin or our licensors or other third parties with whom we have a relationship and are protected by intellectual property rights laws including in any design, text, graphics or other material. All intellectual property rights not expressly granted hereunder are expressly reserved.

By accessing the App and downloading material (including contained in any temporary cache), you acknowledge that you do not acquire any intellectual property rights or ownership rights and may not resell any of the products or Services appearing on the App or the Protocol, nor to hotlink, frame or otherwise present any version of the App or the Protocol to any other person or entity.

TruFin acknowledges that you may download materials from the App or the Protocol for your personal and non-commercial use only, without altering or removing any trademark, copyright or other notice from such material.

TruFin reserves the right to remove or disable access to any content or other materials from the App that violates or may infringe any person's intellectual property rights.

The TruFin company name, the terms "TruFin" and the "TruFin Protocol" and all related names, logos, product and service names, designs, and slogans are trademarks of TruFin or its affiliates or licensors. You must not use such marks without the prior written permission of TruFin. All other names, logos, product and service names, designs, and slogans on the Website or App are the trademarks of their respective owners.

10 Privacy Policy and Personal Data

TruFin will manage any personal information that we collect through the App in accordance with our Privacy Policy. Please refer to our Privacy Policy for information about how TruFin will collect, use and share your information.

11 Website ("Cookie Policy")

This Cookie Policy explains how TruFin uses cookies and similar technologies when you visit our Website, or any other websites, pages, features, or content we own or operate (collectively, the "Site(s)"), when you use the App (defined below), and/or when you interact with the Services. It explains what these technologies are and why we use them, as well as your rights to control our use of them.

In some cases, we may use cookies and similar technologies to collect personal information, or information that becomes personal information if we combine it with other information. In such cases the Privacy Policy will apply in addition to this Cookie Policy.

11.1 What are Cookies?

Cookies are small files, typically of letters and numbers, downloaded onto your computer or mobile device when you visit certain websites. When you return to these websites, or visit other websites that use the same cookies, the websites recognize these cookies and your browsing device. A cookie cannot read data off your hard drive or read cookie files created by other websites.

Cookies set by the website operator are called "first party cookies". Cookies set by parties other than the website operator are called "third party cookies". The parties that set third party cookies can recognize your web browser both when it visits the website and when it visits certain other websites where the third party's cookies are also present.

More information on cookies and their use can be found at www.aboutcookies.org or www.allaboutcookies.org.

11.2 Why do we use Cookies?

When you access our Sites and Services, we or companies we work with may place cookies on your computer or other device. These technologies help us better understand user behaviour and inform us about which parts of our websites people have visited.

We use first party and third party cookies to customise our Services, content, and to measure promotional effectiveness, and to collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

We may place cookies from third-party service providers who may use information about your visits to other websites. We do not control the types of information collected and stored by these third-party cookies. You should check the third-party's website for more information on how they use cookies.

The following are some examples of information that we collect and how we may use it:

We may collect and store details of how you use our Sites and Services. Except in limited instances to ensure quality of our Services over the Internet, such information will not be associated with your IP address.

We may collect information such as your language, inferred zip code or area code, unique device identifier, referrer URL, location, and time zone so that we can better understand customer behaviour and improve our Services.

We may collect information regarding customer activities on our websites and platforms, which is used to understand which parts of our Sites and Services are of most interest. This data is aggregated, and thus is considered non-personal information for the purposes of this Cookie Policy and our Privacy Policy.

11.3 What types of Cookies do we use?

We use the following types of cookies:

- **Strictly Necessary Cookies**
These cookies are necessary for the Sites to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in, or filling in forms. These also include cookies we may rely on for fraud prevention. You can set your browser to block or alert you about these cookies, but some parts of the site will not then work.
- **Performance/Analytics Cookies**
These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our Sites. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.
- **Functionality Cookies**
These cookies allow us to remember the choices you make and to tailor our Services so we can provide relevant content to you. For example, a functionality cookie can remember your preferences (e.g., country or language selection), or your username.
- **Targeting/Advertising Cookies**
TruFin uses third party service providers to display advertising on our Services and serve advertising on other third party sites that may be relevant to you or your interests. These cookies are also used to help measure the effectiveness of the advertising campaign. They remember that you have visited a website and this information may be shared with other organisations, such as advertisers. This means that after you have been to our websites, you may see some advertisements about our Services elsewhere on the Internet. The information collected through this process by the third party service providers does not enable us or them to identify your name, contact details or other personal

information that directly identifies you unless you choose to provide these. Such advertising will only be delivered where permitted by applicable law. If you do not allow these cookies, you will experience less advertising tailored to your inferred interests on our Sites and will not receive targeted TruFin advertisements on third party websites.

11.4 How long will cookies stay on my browsing device?

The length of time a cookie will stay on your browsing device depends on whether it is a "persistent" or "session" cookie. Session cookies will only stay on your device until you close your browser. Persistent cookies stay on your browsing device until they expire or are deleted.

11.5 What other similar technologies does TruFin use?

In addition to cookies, we may use other similar technologies, like web beacons to track users of our Sites and Services. Web beacons, or "clear gifs," are tiny graphics with a unique identifier, similar in function to cookies. They are used to track the online movements of web users.

In contrast to cookies, which are stored on a user's computer hard drive or device, clear gifs are embedded invisibly on web pages and are about the size of the period at the end of this sentence. We and our third-party service provider employ web beacons for the reasons stated above (under "Cookies"), but primarily to help us better manage content on our Services by informing us which content is effective.

We may also use so-called "Flash Cookies" (also known as "Local Shared Objects" or "LSOs") to collect and store information about your use of our services, fraud prevention and for other site operations.

11.6 How to manage cookies, similar technologies and targeted online mobile advertising

You have the right to decide whether to accept cookies. You can exercise your preferences in relation to cookies served on our Sites by taking the steps outlined below.

Cookies: You can enable or disable categories of cookies by visiting our Cookie Consent Manager. This includes both first party and third-party cookies. You can also use the browser with which you are viewing this website to enable, disable or delete cookies. To do this, follow the instructions provided by your browser (usually located within the "Help", "Tools" or "Edit" settings), or review the instructions provided by the browsers listed here: Internet Explorer, Google Chrome, Mozilla Firefox, Safari Desktop, Safari Mobile, and Android browser. Please note, if you set your browser to disable cookies, you may not be able to access secure areas of the Sites and Services. Also, if you disable cookies other parts of the Services may not work properly. You can find more information about how to change your browser cookie settings at <http://www.allaboutcookies.org>.

There are also additional tools available to manage third party cookies. Many advertising companies that collect information for interest-based advertising are members of the Digital Advertising Alliance (DAA) or the Network Advertising Initiative (NAI), both of which maintain websites where individuals can opt out of interest-based advertising from their members. To opt-out of website interest-based advertising provided by each organization's respective participating companies, visit the DAA of Canada's opt-out portal available at <https://youradchoices.ca/en/tools>, or visit the NAI's opt-out portal available at <http://optout.networkadvertising.org/?c=1>. Residents of the European Union may opt-out of online behavioural advertising served by the European Interactive Digital Advertising Alliance's participating member organizations by visiting <https://www.youronlinechoices.eu/>.

Mobile Advertising: You can opt out of having your mobile advertising identifiers used for certain types of advertising by accessing the appropriate settings in your mobile device and following the instructions. If you opt-out, we will remove all data about you and will not collect any further data. The random ID previously assigned to you will be removed. Thus, if at a later stage, you decide to opt-in, we will be unable to continue and track you using the prior ID and you will for all practical purposes be a new user. For iOS devices, to limit interest-based ad tracking, go to Settings > Privacy > Advertising > Turn on "Limit Ad Tracking." For Android devices, go to Settings > Google services > Ads > Turn on "Opt out of Ads Personalization." For iOS and Android, you can also reset the advertising identifier that is currently assigned to you.

To opt-out of data collection for interest-based advertising across mobile applications by participating companies, download the DAA's AppChoices mobile application opt-out offering here: <https://youradchoices.com/appchoices>.

Do Not Track: Some Internet browsers - like Internet Explorer, Firefox, and Safari - include the ability to transmit "Do Not Track" or "DNT" signals. Since uniform standards for "DNT" signals have not been adopted, our Sites do not currently process or respond to "DNT" signals.

Flash Cookies. If you do not want Flash Cookies stored on your computer, you can adjust the settings of your Flash player to block Flash Cookies storage using the tools contained in the website storage settings panel, available here:

http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html. You can also control Flash Cookies by going to the global storage settings panel and following the instructions. Setting the Flash Player to restrict or limit acceptance of Flash Cookies may reduce or impede the functionality of some Flash applications, including, potentially, Flash applications used in connection with our services or online content.

11.7 Will this cookie policy be updated?

We may update this Cookie Policy from time to time to reflect, for example, changes to the cookies we use or for other operational, legal or regulatory reasons. We review cookies every 30 days to ensure accurate reflection of all cookies in this policy. If we do, you will be notified when you first visit our website after the change. You can also revisit this page if you wish to keep yourself informed.

12 Accuracy of Information

The Services may contain information which may, in whole or in part, have been obtained from third party sources including information, opinions and data. Accordingly, TruFin does not guarantee the accuracy, validity, timeliness or completeness of such information, opinions or data for any purpose.

13 Compliance with Laws and Regulations

By accessing the Protocol each time you use the Services you are agreeing and acknowledging to TruFin that it is your responsibility to comply with all applicable laws and regulations relating to the use of the Protocol, and any actions or transactions you make through the Protocol, including without limitation the reporting of any transactions, and the calculation and payment of all applicable taxes within any jurisdiction relevant to your situation. If you have any doubts about whether or which laws and regulations apply to your circumstances, you should seek independent legal, accounting or taxation advice.

The collection, reporting, withholding or remittance of tax is not the responsibility of TruFin. Whilst TruFin is not responsible for collecting, reporting, withholding or remitting any taxes arising from any action or transaction you conduct via the Protocol, we will comply with any such obligations that apply to us, if any. These might include any reporting required under double taxation avoidance agreements, the US FATCA legislation, and the OECD Common Reporting Standard (CRS) exchange of information agreements. Accordingly, each time you access the Services, or conduct a transaction with us, any information or representation you have made as to your tax residency is deemed to have been repeated at that time, and we will be entitled to rely upon it for such reporting purposes. However, TruFin cannot review interactions or activities before they are executed and, given the nature of blockchain and smart contract activity, cannot ensure prompt removal or rectification of any objectionable interactions or activities after they have been executed. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, transactions, blockchain operations, or content provided by any User or third party.

You may access the Protocol only for lawful purposes and in accordance with these Terms. You are, under these Terms, agreeing not to use or access the Protocol:

- (a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- (d) To impersonate or attempt to impersonate TruFin, the Website, the App or the Protocol or its employees, another user, or any other person or entity (including, without limitation, by using email

addresses, screen names, similarly named or commonly misspelled URLs, or blockchain identities associated with any of the foregoing).

- (e) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Protocol, or which, as determined by us, may harm TruFin, or other Users, or expose any of them to liability.
- (f) If they are a citizen or resident of or are otherwise accessing the Services from a Restricted Country, or if the User is otherwise subject to UN, UK, and U.S. sanctions and embargo regimes. If doing so is in violation of any laws or regulations according to the User's applicable jurisdiction(s).

In addition, you agree not to:

- (a) engage in conduct likely to deceive or defraud any person, including (without limitation other Users) by providing any false, inaccurate, or misleading information with the intent to unlawfully obtain the property of another;
- (b) promote any illegal activity, or advocate, promote, or assist any unlawful act;
- (c) engage in any conduct likely to cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- (d) impersonate any person, misrepresent your identity, or misrepresent your affiliation with any person or organisation;
- (e) engage in any activity or behaviour that violates any applicable law, rule, or regulation concerning, or otherwise damages, the integrity of trading markets or the Protocol, including (without limitation) tactics commonly referred to as spoofing, pump-and-dump schemes, and wash trading;
- (f) give the impression that you emanate from or are endorsed by us or any other person or entity if this is not the case;
- (g) use the Protocol to execute any transactions that may be considered a securities transaction or otherwise requires registration with any applicable regulator or agency or applicable self-regulatory organisation;
- (h) Use the Protocol in any manner that could disable, overburden, damage, or impair the App or the Protocol;
- (i) engage in any conduct likely to interfere with any other party's use of the Protocol, including their ability to engage in real time activities through the App and/or Protocol;
- (j) use any robot, spider, or other automatic device, process, or means to access the the Protocol for any purpose, including monitoring or copying any of the material on the Protocol;
- (k) use any manual process to monitor or copy any of the material on the App or the Protocol, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
- (l) use any device, software, or routine that interferes with the proper working of the App or the Protocol;
- (m) introduce any viruses, malware, Trojan horses, worms, logic bombs, malicious code, or other material that is malicious or technologically harmful;
- (n) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App or the Protocol, the server on which the App is stored, or any server, computer, or database connected to the App or Protocol, including any underlying blockchain;
- (o) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and/or our Privacy Policy;
- (p) attack the App or Protocol via a denial-of-service attack or a distributed denial-of-service attack; or
- (q) otherwise attempt to interfere with the proper working of the App and the Protocol.

14 Severability

If any of these Terms are determined to be illegal, invalid or otherwise unenforceable, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it will be severed and deleted from these Terms and the remaining Terms will survive, remain in full force and effect and continue to be binding and enforceable.

15 No Waiver

Where applicable, TruFin's failure, delay or neglect in exercising any right, power, privilege, election or discretion under these Terms shall not operate as a waiver thereof.

16 Modification of Terms

TruFin unconditionally reserves its right to modify these Terms, or the Risk Policy or the AML Policy or the Privacy Policy at any time.

TruFin may give notice to you of such modifications by:

- (a) providing notice through an electronic communication method;
- (b) providing a further copy of the Terms (or the Privacy Policy) upon accessing the Services; or
- (c) changing the Effective Date stated in paragraph 1 of these Terms

Each time you use the Services you confirm your agreement to the most recently updated Terms (or Policy), whether or not notified to you in accordance with paragraph (a), (b) or (c) above.

If you do not agree to any Terms (or Policy), or any modification of the Terms (or Policy) from time to time, you must cease using Services immediately.

You acknowledge that the Protocol may, from time to time, enable Users to serve in certain capacities or perform certain functionalities when interacting with the Protocol. In order to use the Services, the User may be required to enter into other agreements or documents, each of which is hereby incorporated for reference. The User expressly agrees to be bound by any such applicable provisions and restrictions if it serves in any such capacity and/or performs any such functionality.

17 Language

In the case of a discrepancy between the English version and any other language version in respect of these Terms (and the Policies), the Website or the Services, the English version prevails.

18 Inconsistency

In the event of any inconsistency between these Terms and any other agreement between you and TruFin or the Protocol, that agreement shall prevail.

19 Governing law and arbitration

The Terms (and Policies) contained herein are governed by the law in force in the British Virgin Islands.

Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms (together "**Claims**") will be referred to and finally resolved by arbitration administered by the BVI International Arbitration Centre (BVI IAC) under the BVI IAC Arbitration Rules in force when the Notice of Arbitration is submitted.

You agree that:

- (a) the law of this paragraph 18 is the laws of the British Virgin Islands;
- (b) the seat of arbitration will be the British Virgin Islands;
- (c) unless you and TruFin agree otherwise, the number of arbitrators will be 1 and that arbitrator must have relevant legal and technological expertise;
- (d) if you and TruFin do not agree on the arbitrator to be appointed within 15 Business Days of the dispute proceeding to arbitration, the arbitrator is to be appointed by the BVI IAC; and
- (e) the arbitration proceedings will be conducted in English and, unless otherwise agreed between you and TruFin in writing, shall be held in Road Town, Tortola, The British Virgin Islands.

Notwithstanding any other provision of these Terms, including for the avoidance of doubt paragraphs (b) and (c) above, you agree that TruFin has the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

You must bring any and all Claims against us in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action or other representative

proceeding. This provision applies to class arbitration. You and we agree to waive the right to demand a trial by jury.

20 **FAQs**

If you have any questions in relation to the above, please take a look at our help documentation (<https://trufin.gitbook.io/docs/overview/trufin>) or contact us (help@trufin.io) before continuing to access the Services.