

TERMS AND CONDITIONS

THEX TRADE COMPANY LTD.

[Last Updated: 31st October 2018]

Thex Trade Company Ltd. is a company duly registered under Maltese law with registration number C86567 having its registered address at 89, St John Street, Valletta, VLT 1165, Malta. These Terms and Conditions (“**Terms**” or the “**Agreement**”) apply to your access and use of any services made available by Thex Trade Company Ltd. (“**we**”, “**us**” or the “**Exchange**”) on our website (www.thextrade.com), mobile application and other related services provided by us (“**Platform**”).

By registering, accessing and using our Platform and our Service (as prescribed below), you (“**User**” or “**you**”) have agreed and will be deemed to have agreed to the Terms and any amendment thereof.

By accepting this Agreement electronically (for example, clicking “I Agree”), accessing or using the Services, purchasing Services, registering for an account with us, you are accepting and agreeing to this Agreement and the policies and guidelines referenced in this Agreement. If you do not agree to this Agreement, then you may not use the Services.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR RESOLUTION BY CLASS ACTION, AS FURTHER DESCRIBED IN SECTION 13.

1. OUR SERVICE

We own the online Platform which facilitates our users to exchange a type of digital asset into another (i.e. crypto to crypto trading platform) including certain cryptographic currencies, cryptographic tokens and any other digital assets considered as Virtual Financial Assets under the laws of Malta and available to trade online on our Platform as may be solely determined by us from time to time (the “**Digital Assets**”) and such aforementioned services in connection with the Digital Assets described hereinafter, the “**Services**”). We do not offer any services relating to fiat transactions (both cash/money in exchange for any Digital Assets and vice versa).

For clarity, we act merely as an intermediary platform for users wishing to sell or purchase the Digital Assets. We are not a market maker, advisor, seller or purchaser of any Digital Assets traded through our Platform.

2. ELIGIBILITY OF USERS

We provide our Service to both individual and corporate users.

- 2.1 Individual Users: In case of individual user, we intend to provide our Service to an individual who is at least 18 years of age or more (or of legal age under other applicable laws).

The User represents and warrants that he/she (a) is of legal age to execute and have full power and capacity to agree to and be bound by these Terms, (b) has not previously been suspended or rejected from using our Service, and (c) has not been sanctioned or restricted to use or transact through our Service or under any sanction list of any government or international organization.

- 2.2 Corporate Users: In case of a corporate user, the User must be duly registered/incorporated and in good standing under the laws of the country where it is established.

The User represents and warrants that:

- (a) it has full power and authority to enter into these Terms, to perform its obligations hereunder and to consummate the transactions contemplated on its respective parts;
- (b) it has been duly authorized and approved by all required corporate action under its constitutional documents and applicable laws;
- (c) these Terms are valid and binding obligations of the User and enforceable against the User;
- (d) the Service provided for herein has not conflicted with or resulted in a breach of any agreement, instrument, or any documents to which the User is a party or by which it is bound by or to which it is subject or constituted a default under any such agreement or instrument;
- (e) it has not breached any agreement which it has entered into with any third party; and
- (f) it has not been sanctioned or restricted to use or transact through our Service or under any sanction list of any government or international organization.

3. ACCOUNT REGISTRATION

We will authorize the User to access and use our Service via our Platform, provided that the User has created and registered its/his own online account on the Platform ("**Account**") and provided us with requested information specifically used for identity verification and for detection of money laundering, terrorist financing, proliferation of weapons of mass destruction financing and other financial crimes on our Platform.

In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your account plus 10 years beyond account closing. This data is retained for the purposes of compliance with anti-money laundering regulations as well as obligations

pertaining to judicial action. You also authorize us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud.

The User represents and warrants that they shall provide the accurate, complete and true information and procure that the information given to us is up-to-date, and promptly update such information when certain changes occurred.

However, we reserve our right to reject an Account registration and refuse to provide our Service to disqualified users as we deem appropriate. In this regard, we do not have any obligation to notify such disqualified users of the reasons of such rejection or refusal.

4. ACCOUNT SECURITY

4.1 User's Action: You represent that you shall securely maintain the Account, protect and keep confidence of any personal information including login credentials, addresses, keys and passwords, and not allow any person to access, trade or transact through your Account. We strongly recommend that the User create a strong password and enable any security tool for your own safety precaution to protect its/his/her Account and personal information.

The User agrees that it/he/she (a) will notify us as soon as practicable if the User is aware of unauthorized use or access to your Account, login credentials, addresses, keys or passwords by any person or of any violation of our security rules and guidance and (b) will log out from the Platform after his/her access to the Platform or completion of transaction.

4.2 Our Action: Security for the use of our Service on any Platform is our priority. We develop and implement high-level standard of security in relation to trading transactions executed by you on our Platform and maintaining the funds entrusted in the User's Account opened with us.

We are not and shall not be liable for any loss or damage suffered by the user due to the User's non-compliance with or breach of our account security provision or for unauthorized, mistaken, or accidental transfers. If you mistakenly or accidentally transfer Digital Assets, or if an unauthorized transfer occurs or you believe your account has been compromised, you must notify us immediately. We will investigate your claim, determine the proper course of action, and notify you as appropriate. Pending completion of the investigation, we may temporarily block access to your account, require you to reset your password, or take other action as appropriate.

5. USE OF ACCOUNT & EXECUTION OF TRANSACTION

After you have successfully registered your account, you are enabled to sell, purchase, exchange or trade any of the Digital Assets which are authorized, at our sole discretion, to be transacted on the Platform.

5.1 Account Funding: Prior to transacting of the Digital Assets on the Platform, you must transfer or load your Digital Assets supported by our Service into your Account. Our Service includes creating you a digital wallet which is associated with your Account and will generate one or more addresses to which the Digital Assets may be transferred from an account, digital wallet or address hosted and controlled by other service providers (“**External Account**”). We may request that you verify your control over the External Account to our satisfaction before entitling you to transfer or loading of the Digital Assets from such External Account to your Account.

5.2 Execution of Transaction: You must ensure that your Account contains sufficient value (including our fees) to complete the any trade order or transaction available on the Platform and that the requested trade orders you have made through our Services are complete and accurate. We will match your trade orders with any open orders of other users and will execute the trade if all or any portion of your trade orders matches with that of other users. The balance in your Account will be real-time updated to reflect the execution of trade orders.

We may cancel the entire trade orders and/or transactions or proceed with partial trade orders or transactions using the amount of funds remaining in your Account less fees applied to the execution of trade orders or transactions.

5.3 Cancellation: You may cancel your trade orders only before we execute the transaction. Upon execution of your trade orders, you cannot change, withdraw or cancel your authorization that you requested us to execute the transactions. Therefore, we once again require you to check the information and details of your trade orders before authorizing us to execute.

5.4 Withdrawal: You may periodically withdraw the funds or Digital Assets remained in your Account to the External Account. We may request that you verify the External Account to which your funds or Digital Assets in your Account will be transferred. Upon your authorization completed through our Platform, we will transfer the Digital Assets in your Account to the External Account. Please note that we cannot reverse any transfer and will not be liable or responsible for any damage suffered by you in relation to your incorrect, improper, error or incomplete instructions. We reserve our

right to limit on the withdrawal amount that you can daily or periodically withdraw due to applicable laws or our internal policy as we deem appropriate.

- 5.5 Non-Supported Digital Assets. Please be cautioned that transferring or loading of the any non-supported Digital Assets on the Platform may result in total or partial loss of your Digital Assets and that we have no liability or responsibility to compensate you with such loss. THE EXCHANGE WILL HAVE NO RESPONSIBILITY OR LIABILITY IF YOU LOSE, BURN, OR OTHERWISE CANNOT ACCESS OR CONTROL ANY DIGITAL ASSET OR ANY DIGITAL ASSET THAT WE DO NOT SUPPORT.
- 5.6 Advanced Protocols. Unless specifically announced on our website or through some other official public statement of the Exchange, we do not support metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Asset supported by the Platform (collectively, “**Advanced Protocols**”). Do not use your Account to attempt to receive, request, send, store, or engage in any other type of transaction involving Advanced Protocols. The Platform is not configured to detect and/or secure Advanced Protocol transactions and assumes absolutely no responsibility whatsoever in respect to Advanced Protocols.
- 5.7 Operation of Digital Asset Protocols. We do not own or control the underlying software protocols which govern the operation of Digital Assets supported on our platform. As a general matter, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. By using the Platform, you acknowledge and agree (i) that the Exchange is not responsible for operation of the underlying protocols and that the Exchange makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in their respective operating rules (also referred to as “forks”), and that such forks may materially affect the value, function, and/or even the name of the Digital Asset you store in the External Account. In the event of a fork, you agree that we may temporarily suspend Platform operations (with or without advance notice to you) and that we may, in our sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that we assume absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.
- 5.8 Fees: You are subject to our fees published on our Platform for use of our Service. We may from time to time at our sole discretion amend our fee charged on our provision of Service. We will notify you on our Platform on such fee update and the effective date on which such updated fee will be applied to the User. You acknowledge and agree that such fees shall be automatically

deducted from your Account simultaneously with our execution of your trade orders. In addition, you shall be solely responsible for any applicable fees for use of the External Account.

- 5.9 Taxes: You are responsible to comply with all applicable laws in connection with your trading activities or using of our Service including proceeding with tax filing and tax payment to any tax authority. We are not responsible to give you any advice or determine on any matters related to your obligations regarding tax imposition, reporting, withholding or any other duties whatsoever.
- 5.10 Restricted and Unacceptable Use of Service: You will not and will not induce any person to:
- (a) use the Service in any manner that could disrupt, interfere with, negatively impact, impair or create any damage, directly or indirectly, to any function or system of our Service, or that could inhibit other users from using our Services;
 - (b) use the Service to pay for, support, or engage in gambling activities, fraud, money-laundering, terrorist financing, proliferation of weapons of mass destruction financing or other illegal activities;
 - (c) use or attempt to use other person's account without authorization;
 - (d) violate any law, regulation, any third-party's right or commit illegal act while using the Service;
 - (e) introduce to our Platform or Service of any malware, virus, trojan worms, logic bombs, or other harmful material, or use any technology, equipment or any automated system not authorized by us to access the Service, any information on our Platform;
 - (f) attempt to circumvent any content filtering techniques which are employed by us, or attempt to access function of our Platform or Service that you are not authorized to access;
 - (g) post or attempt to post any content or communications that are or likely to be libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or any contents, information or promotions not authorized by us or breached any person's rights;
 - (h) proceed with or attempt to proceed with any other activities similar to the above or any other actions which cause or may cause any damage to us, to the Service or our Platform.

6. LIMITATION OF LIABILITY

- 6.1 We provide our Service at an as-is and as-available basis. We, to the extent permitted by the applicable laws, disclaim and waive any kind of warranties whether express or implied including but not

limited to the Service's merchantability, fitness for particular purpose, reliability, stability, accuracy and completeness of technology, materials and information used or published on our Platform.

You acknowledge and agree that we (including our affiliates and group companies, directors, shareholders, members, employees, agents, contractors, licensors, consultants and attorneys) shall not be liable for any of your loss or damage of any kind including loss of use, loss of data or loss of profits whether caused by contractual relationship or tort (including intentional and negligent act) or otherwise arising out of or in connection with the use of or inability to use our Service or our Platform, our materials or use of your information or any mistakes, omissions, interruptions, deletion of files or email, errors, defects, malfunction, or delay in operation, transmission of orders or failure to perform any Service whether the aforementioned circumstances caused by any force majeure event, communication failure, theft, destruction or unauthorized access to the Account, Platform or any function of our Service.

- 6.2 We are and will not be responsible for any loss, damage or any consequences resulting from your failure, intentionally or negligently, to comply with these Terms.
- 6.3 To the maximum extent permitted by the applicable laws, in no event shall our aggregate liability whether related to contractual relationship, warranty, tort, product liability or others under these Terms shall exceed the fee which you paid us during the 12 months period preceding the date of any claim.

7. RELEASE OF THE EXCHANGE; INDEMNIFICATION

If you have a dispute with one or more users of the Platform or the Services, you release the Exchange, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to defend, indemnify and hold us (including our affiliates and group companies, directors, shareholders, members, employees, agents, contractors, licensors, consultants, attorneys) and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives harmless from any claim, demand, action, damage, loss, cost, fee, expense (including any attorney fees) arising from or relating to:

- (a) your use (including restricted and unacceptable use) of our Service;
- (b) your breach or non-compliance with these Terms or any applicable laws;

- (c) any unauthorized access to your Account;
- (d) your violation of any rights or assets of any person.

8. PROPRIETARY RIGHTS

We are the sole owner of the Service, Platform and all technology, contents, materials used or published on any Platform or in connection with the Service including all kind of intellectual property rights, name or logos ("**Property**"). You may only use any of our Property to the extent permitted by us by written authorisation.

9. TERMINATION OF SERVICE

- 9.1 *Voluntary Termination*: You may request by contacting us declaring your intention to permanently cease to use our Service and remove any of your personal information, but always subject to our legal obligation to retain certain information as arising from applicable law.
- 9.2 *Involuntary Termination*: You acknowledge and agree that we have the right to immediately suspend your Account, freeze any funds or Digital Assets retained in such Account or suspend your access to our Service in the event that we suspect or obtain any report that your Account has been, may or will be involved in breach of any Terms, Privacy Policy or any illegal activities including but not limited to money laundering and terrorist financing, or violation of any applicable laws. In such case, you agree that we are entitled to keep, trace or use any transactional data or history and other information related to your Account to verify any alleged illegal action and may disclose such information to the government authority as required by any law or order.
- 9.3 *Termination Consequences*: In any termination event (voluntary or involuntary termination), you shall be subject to pay us any outstanding charges, fees or other monies you owed us (if any). After you have paid all such mentioned outstanding amounts (if any), we allow you to withdraw any funds from your Account. However, you shall proceed with the withdrawal within 15 days from the date of termination. Late withdrawal may result that you lose any amount or Digital Assets from your Account which we will not be liable for such loss.

10. AMENDMENT

We may from time to time and at our sole discretion amend these Terms. We will notify you on our Platform and the effective date of such amendment. If you opt not to accept the amendment, you will not be able to continue using our Service on any Platform. Clause 9.3 shall apply to your Account.

11. PRIVACY POLICY

Your privacy is important to us. We will strictly process and do all relevant filing of your personal data as outlined in our [Privacy Policy](#).

12. COMPLAINT AND FEEDBACK

If you have any complaints, feedback or questions in relation to our Service and our Platform, please submit those to support@thextrade.com. When you contact us please provide us with your name, address, and any other information we may need to identify you, your Account, and the transaction on which you have feedback, questions, or complaints. We will reach out to you as soon as practicable to resolve them for you.

13. GOVERNING LAW & DISPUTE RESOLUTION

13.1 YOU AND THE EXCHANGE AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PLATFORM, OR ANY OF THE SERVICES (INCLUDING THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE) SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH PART IV (DOMESTIC ARBITRATION) OF THE MALTA ARBITRATION ACT, 1996 AND THE ARBITRATION RULES OF THE MALTA ARBITRATION CENTRE AS AT PRESENT IN FORCE. The appointing authority shall be the Malta Arbitration Centre. The number of arbitrators shall be one and the Exchange has the sole discretion to choose the arbitrator. The place of arbitration shall be Malta. The language to be used in the arbitral proceedings will be English. You agree that you and the Exchange are each waiving the right to a trial by jury and to participate in a class action. The applicable substantive law shall be the law of the Republic of Malta. Users agree to bear all costs, including the Exchange's costs (including but not limited to any attorney fees, travel fees, or filing fees) in connection with arbitration proceedings.

The award shall be final and binding.

13.2 The arbitrator shall not have the power to award damages that are limited or waived by this Agreement (such as punitive damages, treble damages, or any other damages which are not compensatory), to the extent such limitation or waiver is permitted under applicable law, and the parties waive any right to recover any such damages. Further, the arbitrator shall have no power to issue any award that is contrary to or inconsistent with any applicable statute, case law or constitutional law, to modify, change or excuse performance of any material term of this Agreement, or to award equitable relief. The arbitration proceedings and decision of the arbitrator shall be kept confidential (and may not be disclosed) by the parties or the arbitrator, except to the extent necessary to compel any award made by the arbitrator.

13.3 YOU AND THE EXCHANGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND

NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Exchange agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding.

13.4 Each party agrees that notice of arbitration may be serviced by written notice as provided by Section 14.1.

This arbitration provision shall survive any termination of other terms.

14. **General Provisions**

14.1 **Notices.** Except as otherwise specified in this Agreement, all notices hereunder shall be in writing and shall be effectively given upon: (i) personal delivery, (ii) delivery of certified or registered mail, or by courier service. Notices shall be deemed to have been given, delivered and received upon receipt and the date of delivery identified by the applicable postal service on any return receipt card or confirmation by courier service.

14.2 **Prohibited Use.** By accessing and using the Platform and any of its Services, you acknowledge and declare that you are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List and its equivalent. The Exchange maintains the right to select its markets and jurisdictions to operate and may restrict or deny its services to certain countries. The content of this Agreement shall not be excluded from the laws of the country under which the user belongs. The Exchange maintains its stance that prohibited users are not to use or access the Exchange and any of its Services.

14.3 **Risks.** You acknowledge that using the Platform, Service, Digital Assets, their networks and protocols, involves serious risks. It is your duty to learn about all the risks involved with Digital Assets, their protocols and networks. For example, the value of Digital Assets can change rapidly, increase or decrease unexpectedly, and potentially even fall to zero. The Exchange has no responsibility to alert you to all of these risks. The Exchange has no control over and makes no representations regarding the value of Digital Assets, or the security of their networks or protocols. Transactions in Digital Assets are irrevocable, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Additionally, the nature of Digital Assets may lead to an increased risk of fraud or cyber-attack, and the value of your Digital Assets may be irretrievably stolen.

14.4 **Computer Viruses.** We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Platform. Always log into your Account through the Platform to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

14.5 Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Platform and Services, and related content, materials, information (collectively, the "**Content**") solely for approved purposes as permitted by us from time to time. Any other use of the Platform, Services or Content is expressly prohibited and all other right, title, and interest in the Platform or Content is exclusively the property of the Exchange and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "thextrade.com", "Thex Trade", "ThexTrade", "Thex Trade Company" and all logos related to the Services, the Platform or displayed on the Platform are either trademarks or registered marks of the Exchange or its licensors. You may not copy, imitate or use them without our prior written consent.

14.6 Website Accuracy. Although we intend to provide accurate and timely information on the Platform, the information (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Platform are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Platform.

14.7 Third-Party Applications. If, to the extent permitted by us from time to time, you grant express permission to a third party to access or connect to your Account, either through the third party's product or service or through the Platform, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Account. Further, you acknowledge and agree that you will not hold us responsible for, and will indemnify us from, any liability arising out of or

related to any act or omission of any third party with access to your Account. You may change or remove permissions granted by you to third parties with respect to your Account at any time through the Account settings page on the Platform.

Third-Party Applications: consent to anti-money laundering and know your customer checks

You expressly acknowledge, agree and grant permission to our Third-Party Applications to verify your identity for the purpose of anti-money laundering and know your customer compliance prior to using our Platform and further agree to the following:

Action	Description
Consent	Each time you use or access our Platform, the Services or your Account, you give your informed and unambiguous consent to allow our Third Party Applications to perform an identity information check to ensure anti-money laundering and know your customer compliance.
Withdrawal of Consent	<p>You may withdraw your consent, to our use of any Third Party Applications to perform anti-money laundering and/or know your customer compliance at any time by notifying us at thextrade.com/platform/support. Provided, that such withdrawal of consent, in our sole discretion, may limit or terminate your ability to use our Platform, the Services or your Account.</p> <p>The withdrawal of consent shall not affect the lawfulness of our Third Party Applications processing anti-money laundering or know your customer information based on your consent before its withdrawal.</p>
Access	Unless approved by a national or governmental regulatory authority or otherwise determined by our legal counsel to be required under the law, no person other than the you may be provided with a summary of the results of the anti-money laundering or known your customer check. You will not be provided with direct access to any anti-money laundering or know your customer check results.
Alternative procedure	If your identity information cannot be confirmed using Third Party Applications' anti-money laundering or know your customer services because, for example, there is no recorded information about you or you have not given your consent to the anti-money laundering and know your customer check, then we

	may offer you an alternative procedure for the identity confirmation, in our sole discretion. Alternatively, you may not be allowed to use this Platform, create or access your Account or the Services.
Submission	Based on the results of your anti-money laundering and know your customer check by the Third Party Application you will be given a reasonable a reasonable opportunity to make submissions or to be heard, in our sole discretion and at all times through our email contact at thextrade.com/platform/support .
Expiry	Your Consent to the anti-money laundering and know your customer check expires (i) after processing the personal data or (ii) after 72 hours. For the avoidance of doubt, in each instance, such Consent is granted by you each time you use or access our Platform, the Services or your Account .

14.8 Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Platform affiliates or subsidiaries, or to any successor in interest of any business associated with the Platform. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

14.9 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

14.10 Change of Control. In the event that the Exchange or the Platform is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

14.11 Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable

control and shall not affect the validity and enforceability of any remaining provisions.

14.12. **English Language Controls.** Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.