

July 2023

TERMS OF USE

INTRODUCTION

This website is owned by Primestack Pte. Ltd. (“**Company**”, “**We**”, “**Us**”, “**Our**”,) which term shall include its operators, partners, licensee, successors, subsidiaries and/or affiliates.

These Terms of Use are the terms (“**Terms**”) on which you may make use of our website www.coindcx.com and the associated mobile and software applications (collectively called “**Online Platforms**”).

By accessing, downloading, using the Online Platforms, you agree to be bound by these Terms. We reserve the right to modify any Terms, at any point in the future, without prior notice to you. Your continued usage of the Online Platforms will serve as your acceptance of the revised Terms. **YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL ASSETS AND THEIR DERIVATIVES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO TRANSACTIONS RELATED TO THE SAME; AND (3) COMPANY SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.**

You must read these Terms and Key Terms of Products, in conjunction with our Privacy Policy which governs the collection and processing of personal data, and the know your customer policy which sets out the terms regarding identity verification of our Users and the procedures followed for identification and reporting of prohibited/illegal activities.

As Partner operator, Neblio Technologies Pvt. Ltd. is an Indian company registered with the Financial Intelligence Unit bearing No. VA00030982 and exchange and allied services to Indian User(s) only is provided by this Partner entity.

Oystex UAB is a Lithuanian private limited company with registration number 306162453, with registered office at Laisves Ave. 60' Vilnius, Lithuania, registered with the State Enterprise Center of Registers of the Republic of Lithuania as a provider of activities of a virtual currency depository wallet operator and virtual currency exchange operator in accordance with the applicable laws of the Republic of Lithuania and all crypto transmission services are being offered by this Partner entity.

DEFINITIONS

1. “Coin Wallet” means an online address accessible through the Online Platforms and controlled and operated by a User for storage of their Digital Assets.
2. “Content” means any information, text, graphics, or other materials uploaded by the Company or the Users, which is accessible on the Online Platforms.
3. “Digital Assets” refers to cryptocurrencies including but not limited to Bitcoin, Litecoin, Ethereum, Ripple, etc., as well as proprietary coins and tokens (including Non-Fungible Tokens).
4. “Fiat Wallet” means an online address accessible through the Online Platforms and operated by a User for the storage of the User’s fiat currency holdings.
5. “Funds” refers to both Digital Assets and fiat currency, as the case may be.

6. "Linked Bank Account" refers to any bank account owned and operated by the User and held with a Scheduled Commercial Bank, whose details were provided by the User during the activation process as mentioned herein.
7. "Licensee, Partner or Operator" refers to any and all parties that are authorised by the Company, including but not limited to legal persons, corporate organizations and/or third party service providers to provide Services and are responsible for such services. IN CASE OF A DISPUTE, YOU SHALL BE REQUIRED TO DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED.
8. "Sanctions Lists" has the same meaning ascribed under the law.
9. "User" is any natural or juristic person who uses the Online Platforms and avails the Services. Users may also be referred to as "you" or "your".

SERVICES

1. The Company is merely a technology platform allowing Users to carry out transactions in accordance with his/her choice, and any interactions with any third-party websites.
2. The Online Platforms provide access to a Digital Assets exchange for: (i) online trading of your Digital Assets by the use of fiat currency or any Digital Asset, (ii) enabling transaction of Funds which include deposit and/or withdrawals, (iii) online storage and custody of your Digital Assets (iv) offer allied services, products or contest on services and/or products related to Digital Assets (v) any other service or product the Company and/or its Operator may so offer or provide (collectively the "Services"). We have several product specific terms and guidelines which you are required to read in conjunction with these Terms, as available on the Online Platforms. Any and all transactions are solely initiated upon the command of the User themselves.
3. You hereby agree and understand that in order to facilitate any request/ transaction on the Online Platforms, the Company, in order to process such a request or effectuate the settlement of any transaction, may be required to avail the services of third-party exchanges/ wallet providers or other digital asset service providers and the User hereby consents to the same. In the course of providing such Services, at any time, the Company may require you to provide or execute any other document in order to be compliant to its policies or law of the land.
4. You agree to read all product level FAQs and/or terms for such products and/or contest around such products including applicable fee and process or timelines for any related rewards.
5. We are committed to safeguarding the Online Platforms, as much as possible. For that reason, we reserve the right to make changes to the Online Platforms for maintenance at any time. We do not warrant that your use of the Online Platforms will always be available/ uninterrupted and only strive to provide you with a minimum downtime. However, we will not be liable to you, including without limitation, for any losses incurred due to volatility of prices of the Digital Assets if for any reason the Online Platforms are unavailable at any time or for any period. We may suspend, withdraw, discontinue, or change all or any part of the Online Platforms without notice.
6. You agree not to: circumvent, remove, degrade, deactivate, or thwart any of the contents of our service; use any robot, spider, scraper, or other means to access our service. You also agree not to decompile, reverse engineer, and disassemble any software or other products or processes accessible through our service. Additionally, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of our service. We may terminate or restrict your use of our service if you violate these Terms or engage in any illegal or fraudulent use of our service.
7. There are legal requirements in various countries which may restrict the products and services that the Platform can lawfully provide, hence some products and offerings may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the Platform and the Services in each country from which the Platform and the Services are accessed by you.

USER ACCOUNT

1. You can register to the Services, directly or through a third-party website like Gmail on our mobile application (such information will also be part of Account Information) with us, an account will be created with your details. In order to access any Services, you must activate your account ("User Account") by following the identity verification process of Know Your Customer ("KYC") and other requirements as specified through the user journey and onboard as per Company policy and applicable law. You are responsible for safeguarding your account and You agree not to disclose your password to any third party. You agree that you will be solely responsible for any activities or actions taken under your password, irrespective of whether You have authorized such activities or actions. You will immediately notify us of any unauthorized use of your password or your account, upon becoming aware of any such discrepancy, by writing to us at support@coindcx.com. Without limiting any other terms of this Terms, You may not use false identities or impersonate any other person or use a username or password that You are not authorized to use.
2. You represent and warrant that: (A) you are competent to contract i.e. (i) if you are an individual, that you are over eighteen years of age or have attained the age of majority as per applicable law, or (ii) that if you are registering on behalf of any entity, that you are authorized to enter into, and bind the entity to, these Terms and register for the Services, in accordance with the applicable laws including applicable laws of the jurisdiction you are a resident of and (B) you are: (i) not included in any Sanctions Lists; C) your membership has not been suspended or terminated by us for any reason whatsoever; and (D) your use of Services will not violate any and all laws and regulations applicable to you. The Company may require You to submit or execute any document as required under law at any time with respect to contents hereof.
3. Note in the event you are a legal entity or representing any legal entity, you are also required to inform the Platform so relevant requirements are complied with by you. You are prohibited to use the Services for resale or commercial purposes, including transactions on behalf of other persons or entities.
4. If we change the eligibility criteria for our Services and you no longer comply with the new eligibility criteria, we may close your Account without any liability for us. You are solely responsible for ensuring that you are in compliance with these Terms and with all laws, rules, and regulations applicable to you. We are not liable for any losses or other consequences of unauthorized use of your account.

YOUR WALLET

1. Upon activation of your User Account, a Fiat Wallet and a Coin Wallet is created for effecting transactions, and you are required to maintain a minimum balance of Funds in your Wallets before you initiate an order and/or transaction. We reserve the right to refuse to execute any order and/or transaction initiated by you, if they are in contravention to our policies or any direction from a law enforcement agency.
2. You are solely responsible for effecting any transactions involving the Wallet and it shall be your responsibility to disclose the proper source of funds.

TERMS OF FIAT WALLET

1. Fiat Wallet has been provided to you to store your fiat holdings. Funds held herein can only be used to purchase Digital Assets and any sale proceeds of any Digital Assets will be credited into this Fiat Wallet, less the applicable Transaction Fee.
2. In case you wish to acquire Digital Assets using fiat currency you will be required to transfer Funds from your Linked Bank Account to your Fiat Wallet first. Your Fiat Wallet will reflect funds transferred to it within 2-3 working days of such transfer being initiated, subject to any delays in the relevant banking channels.
3. You may withdraw the Funds held in your Fiat Wallet, by making a formal request to transfer such Funds into the Linked Bank Account, through the Online Platforms at any time ("**Withdrawal Request**"); this may take 3 working days from the date of such request being made, subject to any delays in the relevant banking channels.

TERMS OF COIN WALLET

1. A Coin Wallet has been provided to you wherein your Digital Assets may be stored. You agree and understand that Coin Wallet Services are provided by third party custody service providers, with their own applicable cyber security and data protection norms. You must familiarize yourself with their terms and policies, which may apply to you. You agree to not hold the Company liable, for any loss caused to you, due to a fault/ malfunction in the services of such third-party custody service providers.
2. Funds held in this Wallet may be used to purchase another Digital Asset, and any sale proceeds obtained in the form of Digital Assets will be credited only into this Wallet.
3. You are permitted to withdraw Funds held in this account, provided such Funds can only be transferred to another digital asset wallet ("**External Wallet**"). You may be required to verify that you own and operate the External Wallet before your withdrawal request is accepted, and any transaction initiated by you in this regard, shall be deemed to be as per your instructions, discretion and valid consent.
4. You are not permitted to transfer, store or receive any digital assets not supported by our Online Platforms. The Company shall not be liable for any losses suffered by you in connection with such attempts to transfer digital assets.
5. You remain the owner of the Digital Assets held by you in the Coin Wallet at all times, whether the Digital Assets are deposited by you in the Coin Wallet, purchased by you through the Online Platforms, or otherwise. Further, Digital Assets held by you in the Coin Wallet are not recorded in our books of accounts as assets under our ownership. Without prejudice to the foregoing, to enable your use of the Online Platforms: (i) we act as the custodian of your Digital Assets, which are held by us for you; (ii) as such custodian, we act on your instructions to execute trades and transfers of such Digital Assets on your behalf; (iii) the Digital Assets in your Coin Wallet may be pooled with other users' Digital Assets and the said fact does not change the position that each user owns the Digital Assets in their respective Coin Wallet.

USER REPRESENTATIONS, COVENANTS AND OBLIGATIONS

1. Your use of our Online Platforms and Services shall only be for legal purposes and your activity on our systems shall be in line with the applicable laws.
2. You shall comply with all the obligations set forth in these Terms. Pursuant to the economic sanctions programs administered or enforced by any country or government or international authority, including the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore, we are prohibited from providing services or entering into relationships with certain individuals and institutions. In the event that we are required to block funds or Digital Assets associated with your User Account or Linked Bank Account in accordance with a sanctions program, or other similar government sanctions programs, we may: (i) suspend your User Account; (ii) terminate your User Account; (iii) require you to withdraw funds or Digital Assets from your User Account or Linked Bank Account within a certain period of time. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with Applicable Laws, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.
3. Creation and maintenance of all Content in your Account shall be your sole responsibility.
4. You are responsible for safeguarding your Account Information to access the Services and for any activities or actions under your Account. We encourage you to use "strong" passwords preferably using a combination of upper- and lower-case letters, numbers and symbols with your Account. The Company will not be liable for any loss or damage arising from your failure to comply with this instruction.
5. You shall provide us with only such information (including without limitation identification documents submitted by you) that is true and accurate.

6. You shall not cancel any orders initiated even if not executed on the exchange. In case any order is partially executed, we may in our sole discretion permit cancellation of the unexecuted order part of that order. You acknowledge that all orders and/or transactions are irreversible once executed.
7. As owners of the Digital Assets held by you in the Coin Wallet, you understand that you are solely responsible for determining your tax liability in relation to trading of Digital Assets, payable by you under Applicable Laws.
8. As the price of Digital Assets are very volatile and subject to fluctuation, you acknowledge that the actual market rate at which an order and/or transaction is executed may vary.
9. We may be required to suspend trading in cases of occurrence of any adverse event, the User acknowledges and agrees that as the Online Platforms and Services are being made available via the internet, they are susceptible to be influenced by any fluctuations in continued availability of Services.
10. We do not control the underlying technology which governs the mining, creation, sale of any Digital Assets. You acknowledge the Company does not exercise any control over the market price or circulation or volatility of the Digital Assets and that the contract for sale of any of the Digital Assets shall be a strictly bipartite contract between the seller and the buyer. We urge you to read our [Risk Disclosure](#).

FEES & TAXES

1. Trading on the Online Platform is subject to payment of a fee on each transaction executed ("**Transaction Fee**"). The Transaction Fee chargeable on each trade shall be as provided in the Fee Schedule.
2. Deposit of Digital Assets in the Coin Wallet is currently free of charge. Deposit of fiat currency in the Fiat Wallet through any of the payment modes available; deposit and/or withdrawal of Digital Assets or fiat currency will be subject to fee or charges as stated in the Fee Schedule as available [here](#).
3. At present, you can solely make deposits into the Fiat Wallet by legally authorized and regulated IMPS/NEFT/RTGS etc. based bank transfers. There are no charges on withdrawals of fiat currency deposited in the Fiat Wallet. You understand and acknowledge that we may offer additional payment transfer methods in the future, and it shall be made available to you via the Online Platforms, as and when operational.
4. You understand and acknowledge that we may offer additional payment transfer methods in the future, and it shall be made available to you via the Online Platforms, as and when operational.
5. For processing of payment orders with the Company, you will be subject to the terms and conditions of services of the remitter banks or payment service providers. You shall address any issues relating to funds transfer to your respective remitter banks or payment service providers only.
6. As owners of the Digital Assets held by you in the Coin Wallet, you are responsible to submit any/all taxes applicable to your Digital Assets in connection with the use of the Online Platforms and/or the Services to the appropriate tax authority under applicable laws. In the event we are required to make any tax deductions we will carry out the same as per applicable law.
7. All product level fees such as Earn, Futures and any product offered on the Online Platform at any time will be as applicable and available on the Online Platform. You are required to check on the same from time to time.

INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise specified, all Content on the Online Platform is validly owned, or licensed to the Company and are protected under the applicable copyright, trademark, design, and other applicable laws. All logos, trademarks, service marks and logos of the Company and others used on the Online Platforms, displayed on the website, ("Trademarks") are validly owned, or licensed to the Company and their respective owners. You may not copy, imitate or use them without our prior written consent.

2. The Online Platforms may at places include third party intellectual property including the software used for creating or distributing Digital Assets. The Company is operating these services, properties, by way of valid and effective contractual arrangements, which are binding on the Company, and by extension you, are bound by such restrictions. You are permitted to only use such limited license rights to use, access, download the Online Platforms and Services, for your personal and non-commercial use only. Any commercial use will require a license to be negotiated with the Company.

WEBSITE INFORMATION

1. The Content on the Online Platforms is provided for general information only and is not to be treated as investment advice. You may seek any professional advice from such persons who are skilled, licensed to render advice to you on the service offerings made available by us to you. We act only as a technology enabler.
2. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance, and any guidance you may have received from external sources.

DISCLAIMER AND LIMITATION OF LIABILITY

1. You expressly acknowledge and agree that use of the Services and the Online Platforms is at your sole risk. The Services and the Online Platforms are provided on an "as is" and "as available" basis. Although we make best efforts to provide high quality Services to all our users, to the fullest extent allowed by law, we expressly disclaim and waive all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability, title, fitness for a particular purpose and/or non-infringement. We make no warranty that the Services or the Online Platforms will meet your requirements or that the Services or your access to the Online Platforms will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to the permanent availability of any information and/or that may be stored or transferred through the Services or the Online Platforms.
2. To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to this website, or our failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.
3. Subject to applicable law, we, our subsidiaries, affiliates, its shareholders, its directors, officers, employees, representatives, contractors, suppliers **shall not be liable** for any incidental, special, punitive, consequential or similar damages or liabilities whatsoever arising out of Services, any performance or non-performance of Services or any product provided by us, whether under contract, statute, strict liability or other theory even if we, our subsidiaries, affiliates are advised of the possibility of such damages.
4. Our aggregate liability (including our subsidiaries, affiliates, its shareholders, its directors, officers, employees, representatives, contractors, suppliers) to any user in no event shall exceed the fees paid by such user during the 6 (six) months immediately preceding the date of claim for any direct, indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your usage of the Services offered on the Online Platforms.
5. Notwithstanding anything to the contrary, we shall not be obligated to make any payment or take any other action under these Terms if we believe in good faith that such action may constitute a violation, or contribute to any violation, of any applicable law and we shall not be liable to you for any claims, losses, or damages arising from our exercise of its right provided herein.

INDEMNIFICATION

To the maximum extent permitted by Applicable Law, you shall indemnify and hold harmless us, our affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or

penalty imposed due to or arising out or relating to (a) your use of our Services, (b) your breach of these Terms, or (c) your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

RELEASE AND WAIVER

1. To the maximum extent permitted by Applicable Law, you hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Online Platforms, its Services, Content or use of the Digital Assets. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other national, state or common law principle of similar effect, to the fullest extent permitted by law.
2. If we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

SUSPENSION, TERMINATION AND CANCELLATION

1. We reserve the right to suspend, block, cancel or reverse a transaction and/or refuse to continue access to the Online Platforms are (even if even after funds have been debited from your User Account) if we discover that you are in breach of the Terms and Applicable Law.
2. Once a User Account is closed/withdrawn/cancelled/deactivated, from the remaining account balance (which includes charges and liabilities owed) will be payable immediately to us/our subsidiaries/or affiliates. If any charge or liabilities still remain outstanding, necessary action to recover the same will be initiated at our discretion. Upon payment of all outstanding charges to Us (if any), You will be provided with a reasonable number of business days to withdraw all funds from the account. Provided, we may maintain full custody of the funds, Digital Assets, and user data/information in the event of suspension/closure of any account arising from fraud, cyber investigations, investigations of violation of applicable law or violation of these Terms. In the event we are required to refund any amount to source the same shall be only where the minimum amount is in excess of the threshold set as per internal policy.

GENERAL TERMS

1. **Assignment:** You shall not assign or transfer any right or obligation that has accrued to you under these Terms, and any attempt by you to assign or transfer such rights and obligations, shall be null and void. We may assign, novate, or transfer any or all rights and obligations that accrued in our favor under these Terms, at our sole discretion, to our subsidiaries, affiliated entities, or any other third party without any restriction.
2. **Force Majeure:** Due to network delay, computer system failures and other force majeure, which may lead to delay, suspension, termination or deviation of execution of Service, we will use reasonable effort to ensure but not promise that Service runs stably and effectively.
3. **Inactivity in User Account.** In the event of your inactivity/ inaction on the User Account for a considerable period of time, applicable law may require us to report the Digital Assets as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such Digital Assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.
4. **Amendments.** We may revise these Terms, with or without notice, from time to time by amending this page. We urge you to review this page from time to time to take notice of any changes that are made, as they shall be binding on you. Your continued use of the Services would be deemed to be your acceptance to be bound by these Terms. If you do not agree with any part of these Terms or any amendments thereof, we insist that you stop using the Online Platforms and Services with immediate effect.
5. **Governing Law.** These Terms are governed by the laws of Singapore.
6. **Dispute Resolution.** In the case of disputes, controversies or claims involving the Company, you and the Company agree to resolve any claims relating to this Agreement (including any question regarding their

existence, validity, termination, or any services or products provided, and any representations made by us) through final and binding arbitration. You agree to first give us an opportunity to resolve any claims by contacting us on our website / mobile / desktop applications. If we are not able to resolve your claims within 60 days of receiving the notice, you may seek relief through arbitration in accordance with arbitration rules of the Singapore International Arbitration Centre (“SIAC”), which are deemed to be incorporated into these Terms by reference. The arbitration tribunal shall consist of a sole arbitrator to be appointed by the President of SIAC. The language of the arbitration hearings shall be English, and the seat of arbitration shall be New Delhi.

7. **Severability.** If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

CONTACT US

1. For general inquiries, complaints and/or giving any feedback, please email us at support@coindcx.com
2. In case you do not want to continue using our Services and want to deactivate your Account with us, please contact us at support@coindcx.com
3. If you do not agree with any provision of these Terms and wish to opt out of such provision, please write to us at legal@coindcx.com (“Opt-out Request”). You agree that you are not entitled to use the Online Platforms or the Service till any decision is made on the “Opt-out Request”.

KEY TERMS FOR CERTAIN PRODUCT/SERVICES

EARN

1. These terms are applicable for the ‘Earn’ product available on the Online Platforms (“**Earn**”) and must be read together with these Terms of Use, the [Earn Risk Disclosure Statement] and the [FAQs on Earn]. We reserve the right to modify, alter, suspend, revoke or withdraw the Earn product or any part thereof including these Terms.
2. Earn is a product available to you on an ‘opt-in’ basis, wherein you may opt to create Earn orders and deliver your Digital Assets to the Company for a specific period (“**Tenure**”) for generating accretions denominated in the same Digital Assets that were delivered by you. You agree and acknowledge that in no circumstance would the accretion generated be delivered to you in fiat currency.
3. You acknowledge that you exercise complete control over selection of the Tenure prior to delivering any Digital Assets in Earn. Any modification of the Tenure subsequently will not be permitted. Minimum Tenure prescribed by the Company will apply by default if no Tenure is selected by you.
4. You agree that once you voluntarily opt-in and deliver Digital Assets on Earn, the Company may, on your request, but in our sole discretion permit any premature discharge of the Term subject to the condition that no accretions will be applicable for such Digital Assets delivered back to you prior to completion of the applicable Tenure.
5. The list of Digital Assets being offered under Earn is at our sole discretion we may vary such list at any time and without prior notice. In the event the Digital Assets delivered by you are de-listed from Earn during the pendency of a specific Tenure, they shall immediately be delivered back to you and the accretions will be generated on a pro-rata basis for the period for which such Digital Assets were delivered to the Company, prior to their de-listing. We may in such an event, without being bound to do so, provide you with an

opportunity to prematurely close, liquidate or convert the de-listed Digital Assets within a stipulated time period. If you fail to close, liquidate or convert the de-listed Digital Assets within the stipulated period, the relevant digital assets may be closed, liquidated or converted by the Company in its sole discretion.

6. You should have completed **KYC** and any other procedures as mandated by the Company to be eligible for Earn. In the event the Company requires any additional information or documentation from you, you agree to provide such information or documentation forthwith upon demand. In the event any accretion has been made to you under Earn (whether erroneously or otherwise), without completing relevant KYC or other procedures/formalities. In such cases, the Company reserves the right to claw-back, reverse, delay, block or nullify any accretion at its sole discretion across any offering on its Online Platform(s) till such procedures/formalities are completed to its sole discretion.
7. The Company, in its sole discretion, may deploy the Digital Assets delivered by you to the Company on Earn either internally within its ecosystem or externally with any other exchange or custodial service provider or other third party service providers or DAOs for various purposes, including *inter-alia* for purposes such as (i) staking; (ii) DeFi; (iii) deployed to professional asset managers through specially managed accounts, including to third party exchanges, (iv) custodial lending to counterparties; (v) deployed as margin to other Users of the Online Platforms. You acknowledge that the risks of each of the above purposes may be materially different from each other and hereby authorize the deployment of your delivered Digital Assets in any or all of the above purposes and in such proportion as the Company may determine in its sole discretion. You hereby authorize us to perform the necessary activities directly or through a third party. You hereby acknowledge that you understand (including after having sought professional advice as may be suitable for you) the risks involved in each of such deployments set out above, including without limitation the risks set out in the Earn Risk Disclosure Statement. You agree to and accept the risks associated with such deployment including risk of total loss of the Digital Assets deployed under Earn.
8. Notwithstanding anything to the contrary contained herein, Digital Assets delivered by you to the Company through Earn may be delivered to third parties for the relevant Tenure that such Digital Assets are delivered by you to the Company.
9. You may, at the time of creating Earn orders receive an estimate of the potential accretions for a given Earn order including expressed as percentage per annum of the Digital Assets delivered by you to the Company. Such estimates are purely indicative and are subject to change without notice. Any such estimate being provided to you does not constitute any promise for an assured or guaranteed accretion and the actual accretion received by you may substantially vary. Further, while we follow robust risk management policies and have systems and procedures in place to ensure that there is no loss of Digital Assets delivered by you to the Company by way of Earn orders, however, in the unfortunate incidence of loss such Digital Assets, the Company reserves the right to pass on such losses to you.
10. The actual accretions generated by Digital Assets delivered by you to the Company on Earn are dependent on multiple factors including but not limited to the accretions offered by any third-party exchanges/ custodial services/ staking or DeFi protocols and hence accretions under Earn are not guaranteed. You agree that you shall have no claim against the Company for accretions not meeting the indicative estimate provided to you prior to the delivery of Digital Assets by you to the Company on Earn.
11. You hereby agree and acknowledge that in respect of any Digital Assets delivered by you to the Company on Earn, the Company does not assure or guarantee the delivery of any Digital Assets that may be distributed for free by the issuer of such Digital Assets and/or additional Digital Assets created as a result of re-denomination by an issuer ("**Marketing/Redeno Accretion**"), whether or not such Marketing/Redeno Accretion is received by the Company or not from such issuer. The Company may in its sole discretion, and without being bound to do so, distribute Digital Assets on account of any Marketing/ Redeno Accretion to you.
12. You agree and acknowledge that the Company is entitled to a share of the accretions generated from our deployment of the Digital Assets delivered by you to the Company on Earn, which share may be determined by the Company in its sole discretion. Additionally, we reserve the right to levy or implement any fees/ charges under and for Earn.

13. You represent and warrant that you have full title and ownership of the Digital Assets being delivered by you to the Company under Earn, free from any and all encumbrances. You hereby hold good and indemnify the Company, its employees, affiliates, beneficiaries, assignees or successors (together the **"CoinDCX Parties"**) from all claims, proceedings, losses, damages (including from third parties) of any nature arising from or in relation to the Digital Assets being delivered by you to the Company on Earn or in any manner from our making available the Earn product to you.
14. You agree and acknowledge that Earn is not, nor is it akin to, a deposit or a collective investment scheme as those terms may be defined under applicable law. Earn is not presently subject to regulation by any financial sector regulator. However, in the event the Company or the Earn product were to become subject to any legal or regulatory stipulations in the future then these Terms and features of Earn may change, including to your detriment. Earn is not subject to any statutory deposit insurance scheme or other similar arrangement for your benefit. You agree that your participation in Earn does not constitute an investment of any kind, nor a financial product. In making available the Earn product to you, we are not acting in any fiduciary, advisory or other capacity other than a principal-to-principal contractual relationship.
15. You represent and warrant that your participation in the Earn product is based on free and informed consent, and that you have the necessary understanding and experience in and relating to Digital Assets for your participation in Earn. We make no representations or statements regarding Earn's suitability or appropriateness for your specific circumstances or needs. You may refer to professional advisors for any advice that you may require for participating in products involving Digital Assets, including Earn, and by participating in Earn you are hereby representing that you have taken such professional advice, or have a necessary understanding of Digital Assets to not require such professional advice.
16. Except for any acts or omissions that constitute fraud, or wilful misconduct, in no event shall the Company or any of its respective employees affiliates, beneficiaries, assignees or successors be liable to you for any losses, damages, special damages, or any punitive, exemplary, remote, consequential, incidental or indirect damages, including without limitation, loss of revenue, lost profits, cost of cover or other special damages, in connection with, arising out of, or in any way related to, your participation in Earn, or any of the transactions contemplated herein.

FUTURES

1. The terms of use of Online Platform are applicable for the 'Futures' product (**"Futures"**) and must be read together with these Terms, the [Futures Risk Disclosure Statement]. We reserve the right to modify, alter, suspend, revoke or withdraw Futures or any part thereof.
2. Some product offerings may not be available or may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the Online Platform and the product offerings in your country or where You access the same.