

## TERMS OF USE AGREEMENT

**BY USING THIS WEBSITE (“SITE”) OR REGISTERING A WALLET WITH LATOKEN PLATFORM (“WALLET”) OR USING ANY OTHER LATOKEN SERVICES MADE AVAILABLE TO YOU THROUGH LATOKEN PLATFORM (COLLECTIVELY, THE “SERVICES”), YOU (“USER”, “YOU”) ARE AGREEING TO ACCEPT AND COMPLY WITH THE TERMS AND CONDITIONS OF USE STATED BELOW (“TERMS OF USE”). YOU SHOULD READ THE ENTIRE TERMS OF USE CAREFULLY BEFORE USING THIS SITE OR ANY OF THE LATOKEN SERVICES.**

### **I. GENERAL CONDITIONS**

As used in these Terms of Use, “LATOKEN” refers to Nextchange Limited (a Cayman Islands entity, Cayman Islands Monetary Authority reference number 1512615) and affiliates thereof. “LATOKEN” may also refer to services, products, website, content or other materials provided to you by LATOKEN.

To the extent related to card acquiring and payment processing services (being the part of the Services) this site is operated by Payex OÜ (registered address: Lansnamae Linnaosa, Katusepapi tn. 4-A803. 11412 Harju maakond, Tallinn, Estonia; operational address: Valukoja tn. 8-10, 11415 Tallinn, Estonia).

LATOKEN gives you access to the platform that, among other things, matches your orders with open orders from other users, where the platform means a set of front- and back-end systems and technological solution available for Users through the Site that are used for onboarding of Users and trading in Digital Assets and Fiat Assets (“Platform”). An order may be partially filled or may be filled by multiple matching orders.

Depending on your country of residence or citizenship, you may not be able to use all the functions of the Site. It is your responsibility to follow rules and laws in your country of residence and/or country from which you access this Site and Services. As long as you agree to and comply with these Terms of Use, LATOKEN grants you personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Site and the respective Services.

### **II. SUMMARY OF TERMS OF USE**

This summary of our Terms of Use sets out an overview of the key terms that apply to your use of our Site and Services. While we hope this summary section is helpful, you should read the complete Terms of Use below since they provide important information about how our Services work.

LATOKEN provides you with a simple and convenient way to trade legal tender (such as euro or U.S. Dollar, “Fiat Assets”) for digital assets (sometimes also referred to as “crypto” assets) such as Bitcoin or Ethereum as well as other classes of crypto assets such as Alternative Tokens (as described in section 5 below (together, “Digital Assets”) and vice versa, and to trade one type of Digital Asset for another type of Digital Asset. You may also use our Services to purchase and sell Digital Assets directly from or to us. Our Services do not provide users with the ability to trade one form of Fiat Assets for another form of Fiat Assets. Additionally, the Services available to you will depend upon the country from which you access LATOKEN or in which you reside or whose citizenship you hold. You must meet certain other eligibility criteria to use LATOKEN.

There are important legal terms provided below in the complete Terms of Use, including your indemnification responsibilities, our limitation of liability and warranty disclaimers. Please take the time to read these terms carefully. You can always contact us through support if you have any questions <https://latoken.zendesk.com/hc/en-us/requests/new>.

**IF YOU DO NOT ACCEPT THE TERMS OF USE OUTLINED IN THIS AGREEMENT, DO NOT ACCESS THIS SITE AND DO NOT USE OUR SERVICES.**

By registering a Wallet, the User expressly represents and warrants that he/she:

- follows the rules and laws in his/her country of residence and/or country from which he /she accesses this Site and the Services;
- has accepted these Terms of Use;
- is at least 18 years old and has the right to accept these Terms of Use and receive the Services.

The User represents and warrants that he/she will only use the Platform in accordance with terms and conditions set out in these Terms of Use and that they are duly authorized and have capacity to use the Services on the Platform.

The User represents and warrants that any Fiat Assets or Digital Assets deposited by them to the Wallet belong to the User and are of legitimate origin.

The User represents and warrants than he/she will withdraw any Fiat Assets or Digital Assets from his/her Wallet only to his/her wallets, otherwise LATOKEN does not hold any liability for the consequences of such withdrawal.

The User represents and warrants that the Services rendered to him/her do not violate the rights of any third party or applicable laws.

The User understands that his/her personal data and identifiers may be shared with appropriately authorized third parties, due to legal obligations such as prevention of crimes and for tax purposes and/or to provide the Services requested by the User.

## **1. USER ONBOARDING**

- a. You will not be able to use some of LATOKEN Services, including without limitation, to buy Digital Assets using the funding source and/or to exchange your Digital Assets to the fiat currency, until you have passed respective identity and security validation and verification checks, and provided information and documents requested in accordance with the applicable anti-money laundering regulations. We or a third-party provider may check all personal and identity verification information you provide with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of your information and the searches made. However, We do not perform a credit check and any search is for identity purposes only and will be recorded as such. We shall keep records of the information and documents We obtain to verify your identity in accordance with all applicable legal and regulatory requirements.

- b. For the purposes of anti-money laundering prevention and combating terrorist activities, LATOKEN reserves the right to request any additional information and documents from you about you and/or your Transaction, and suspend your access to your Wallet anytime in case the documents or information provided by you are unsatisfactory or insufficient, as LATOKEN decide in its sole discretion.
- c. LATOKEN may from time to time be required by law and any applicable regulation (including without limitation local, national and international acts and regulations) and/or such policies and procedures as We may from time to time adopt to implement or comply with our obligations under the same to confirm and verify the identity of each person who registers on the Platform.
- d. We have four Tiers of verification:
  - i. For Tier 0 you have 1 000 USD/24h withdrawal limit in Digital Assets, fiat/crypto pairs available, no access to Token Sales and no access to Alternative Tokens. For Tier 0 verification you need to provide LATOKEN with your e-mail.
  - ii. For Tier 1 you have 10 000 USD/24h withdrawal limit in Digital Assets, fiat/crypto pairs available, no access to Token Sales and no access to Alternative Tokens. For Tier 1 verification you need to provide LATOKEN with your e-mail, full name, phone number, date of birth and citizenship.
  - iii. For Tier 2 you have 100 000 USD/24h withdrawal limit in Digital Assets, fiat deposits/withdrawals, fiat/crypto pairs available, access to Token Sales and no access to Alternative tokens. For Tier 2 verification you need to provide LATOKEN with your e-mail, full name, phone number, date of birth, citizenship, proof of residence, ID documents and your photograph.
  - iv. For Tier 3 you have 100 000 USD/24h withdrawal limit in Digital Assets, fiat/crypto pairs available, access to Token Sales and access to Alternative tokens. For Tier 3 verification you need to provide LATOKEN with your e-mail, full name, phone number, date of birth, citizenship, proof of residence, ID documents, photograph, and complete the respective questionnaire.
  - v. We may deem necessary or desirable from time to time in connection with requirements or recommendations of any applicable regulation to request additional or updated documents. We may also occasionally request updated documentation and/or information.
- e. LATOKEN does not accept any investors (including residents and citizens, or through agency or representation) in the following jurisdictions: Afghanistan, Bosnia And Herzegovina, Democratic People's Republic of Korea (DPRK), Ethiopia, Iran, Iraq, Pakistan, Syria, Sri Lanka, Trinidad and Tobago, Tunisia, Uganda, Yemen (the "Restricted Countries"). If User is not a resident or citizen of a Restricted Country but is travelling to any of these countries, User should acknowledge that (i) he shall not use LATOKEN Services while in any of the restricted countries, and (ii) LATOKEN Services may be unavailable and/or blocked in such countries.
- f. LATOKEN currently may restrict trading activity for investors (including residents and citizens, or through agency or representation) in the following jurisdictions: United States, Canada, UK, Australia, France, South Africa, New Zealand, Japan, People's Republic of China, Singapore, South Korea, Israel, Cayman Islands.

- g. LATOKEN may at any time and in its sole discretion limit access to any Services. Certain Users from EU/EEA will have access to Alternative Tokens only subject to compliance with reverse solicitation regime pursuant to applicable EU and local regulations. The Site and/or any other online materials provided or published by or through LATOKEN and/or the Site do not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation.

## **2. MAINTAINING YOUR WALLET**

- a. This Site is for your personal and non-commercial use only. We are vigilant in maintaining the security of our Site and the Services. By registering with us, you agree to provide LATOKEN with current, accurate and complete information about yourself, as prompted by the registration or verification processes, and to keep such information updated. You further agree that you will not use your Wallet other than for your own legitimate purpose or access the Wallet of any other User at any time or assist others in obtaining unauthorized access.
- b. The creation or use of Wallets without obtaining prior express permission from LATOKEN will result in the immediate suspension of all aforesaid Wallets, as well as all pending purchase/sale offers. Any attempt to do so or to assist others (Users or otherwise), or the distribution of instructions, software or tools for that purpose, will result in the Wallets of such Users being terminated. Termination is not the exclusive remedy for such a violation, and LATOKEN may elect to take further action against you.
- c. You are also responsible for maintaining the confidentiality of your Wallet information, including your password, identification keys, safeguarding your own Digital Assets, and all activity including transactions that are posted to your Wallet. Any actions on the Site, transactions, orders and operations initiated from your Wallet or using your password (1) will be considered to have been made by you, and (2) is irrevocable once validated using your password or made through your Wallet. If there is suspicious activity related to your Wallet, we may, but are not obligated to, request additional information from you, including authenticating documents, and to freeze any transactions pending our review. You are obligated to comply with these security requests or accept termination of your Wallet. You are required to notify LATOKEN immediately of any unauthorized use of your Wallet or password, or any other breach of security, by email to [privacy@latoken.com](mailto:privacy@latoken.com). Access to the Platform may be suspended or restricted for a User who violates these rules, and thereafter such User may be held liable for losses incurred by LATOKEN or any user of the Site.
- d. You agree that you will not use the Services to engage in criminal activity of any kind, including but not limited to, money laundering, illegal gambling operations, terrorist financing, malicious hacking or any other criminal or illegal activity.

## **3. DEPOSIT AND WITHDRAWAL OF USER'S DIGITAL ASSETS**

- a. Digital Assets depositing is made to a LATOKEN wallet, which is unique for every User. A User can obtain the address for depositing Digital Assets in the "Wallet" section. After the respective Digital Assets are sent by the User to this address, the Wallet is automatically

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

- b. By making a deposit to the Wallet, the User confirms that he/she bears risks for any possible loss.
- c. The User can request withdrawal of Digital Asset funds in the Wallet by filling in the details for withdrawal of Digital Assets and submitting a respective request via e-mail and 2FA verification. The User will receive the respective amount less transfer fees. The withdrawal of Digital Assets is processed automatically following User's submission of respective instruction. Possible delays in transfer of funds do not depend on the Platform. In rare cases, manual withdrawal mode is possible.
- d. In case of complaints from payment systems (hacking or theft), the Platform has the right to suspend the Wallet and request documents for investigation or verification purposes. The User is fully responsible for possible indication of an incorrect address for withdrawal and, as a consequence, possible financial losses.

#### **4. DEPOSIT AND WITHDRAWAL OF USER'S FIAT ASSETS**

- a. To trade fiat / crypto you may want to transfer funds to your LATOKEN Wallet using one of the approved third-party vendor (Payment Service Provider, "PSP"). You may be required to go through a verification process in relation to such funds transfer. You may be charged fees by the PSP and other third parties that you use to credit your LATOKEN Wallet. LATOKEN is not responsible for any fees or for the management and security on the part of PSP or any third party involved in funds transfer. You agree to comply with all terms and conditions imposed by PSP or another third party executing the transfer. The timing to complete funds transfer transaction will depend in part upon the performance of third parties and LATOKEN makes no guarantee regarding the amount of time it may take to credit funds to your LATOKEN Wallet.
- b. Be advised that Fiat Assets held in your LATOKEN Wallet are exclusively for purchase of Digital Assets or withdrawals. Proceeds from the sale of Digital Assets will be credited to your LATOKEN Wallet, less any transactional or other fees. Furthermore, be advised that LATOKEN does not pay interest on Fiat Assets balances held in your Wallet.
- c. In order to deposit or withdraw Fiat Assets you have to be verified for at least Tier 2. Fiat Assets deposits or withdrawal are not available for Users with Tier 1 or Tier 0 verification.
- d. When you request that we credit Fiat Assets to your LATOKEN Wallet or request that we withdraw Fiat Assets to your external account from your LATOKEN Wallet, you authorize LATOKEN to execute such transaction. In some cases, a payment institution may reject your transfer or it may otherwise be unavailable. You agree that you will not hold LATOKEN liable for loss or damages resulting from such rejection or transfer failure.

#### **5. ALTERNATIVE TOKENS**

- a. "Alternative Token" is an entry in blockchain ledger representing an asset or a combination of assets or linked to values of assets or certain right as described in more detail on such Alternative Token's web-page on the Platform;

- b. Alternative Tokens can be acquired or traded on the Platform through a third-party agent (“Agent”). The Agent is an independent third-party service provider that is not affiliated with LATOKEN. If you are an eligible Tier 3 User, you can accede to the Agent’s terms and conditions on the Platform while obtaining access to Alternative Tokens. In order to start trading Alternative Tokens via the Platform you will have to complete a registration process. You will receive full access to the functionality, in particular will be able to invest and trade Alternative Tokens and perform any operations with Alternative Tokens if you are successfully verified as professional investor or accredited investor or qualified investor or if you otherwise fall within a similar category under applicable laws (the definition and eligibility criteria may vary in different countries).
- c. The Agent will be collecting your identification data and verifying your eligibility to access Alternative Token section of the Platform. Upon successful verification of a User, the Agent may provide to such User access to the Platform and its functions as well as support other operations with the Alternative Tokens, as applicable.
- d. The detailed terms of the Agent’s facilitating investment and trading in Alternative Tokens are set out in the Agent’s terms and conditions.
- e. LATOKEN shall not be liable for any acts or omissions on the part of the Agent.
- f. In making a decision to invest into specific Alternative Tokens, whether by purchase of such Asset Tokens from the token issuers or from other Users, and generally in making decisions as to your investment strategy and suitable Alternative Token, you have considered your entire financial situation including other financial commitments, and you understand that investments into Alternative Tokens may be highly speculative and that you could sustain significant losses up to the whole invested amounts. Please note that We are unable to provide any guarantee or assurance as to the performance of any particular investment, Alternative Tokens, portfolio or strategy.
- g. You are responsible for any regulatory reporting requirements in relation to your transactions with Alternative Tokens via the Agent and/or LATOKEN.
- h. Certain Alternative Tokens that you are purchasing may be transferred only to other eligible Users on the Platform.

## **6. ORDERS**

- a. Your Wallet allows you to place an instruction to buy or sell a specified quantity of Digital Assets or Fiat Assets at a specified price (“Order”). You must have a sufficient balance of Digital Asset or Fiat Asset in your Wallet to cover the total value of the Order. Orders and trading are subject to limits, which are displayed in your Wallet. The Platform matches buy and sell orders for the respective Digital Assets or Fiat Assets. The Platform connects verified Users so that they can trade Digital Assets or Fiat Assets via the Agent. The Platform makes it possible for Users in certain different geographic locations to quickly and easily trade with each other. The Platform uses its own computer-based systems that display the best available bid and ask quotes from multiple Users, and then automatically matches and executes orders.
- b. You warrant and represent that You will use reasonable endeavors to ensure that any Order placed by You with us is consistent with laws and regulations applicable to you and with accepted market practice.

- c. We may, in our sole discretion and at our sole option, decline the execution of any Orders and/or cancel a transaction, for a variety of reasons, including, but not limited to, the size of an order, market conditions, a violation of any applicable laws and regulations related to your orders, insufficient funds in your Wallet, risks considerations, etc.
- d. You are responsible for monitoring of all your Orders placed with the Platform yourself. Unless agreed otherwise, all sums payable by You are due immediately and must be paid on entering into the transaction.
- e. When entering into an Order for Digital Assets and/or Fiat Assets, You irrevocably and unconditionally agree to accept the Platform bid/ask prices based on which the respective transactions shall be executed. Such bid/ask prices shall not necessarily reflect the prices for the respective Digital Assets and/or Fiat Assets as quoted on other exchanges and/or trading venues. We disclaim any liability with respect to any such discrepancies.
- f. You acknowledge that it may be not possible to cancel or modify an Order. We are not liable to you if we are unable to cancel or modify an Order. You agree that, if an Order cannot be cancelled or modified by your request, you are bound by an execution of an Order. You are responsible for monitoring the status of your pending Orders and requests.

## **7. FEES, CHARGES AND OTHER COSTS**

The fees and charges payable for our Services are displayed on the Website and are charged pursuant to LATOKEN procedures.

## **8. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

- a. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on the Site or provided in connection with the Services, including, without limitation, LATOKEN logo and all designs, text, graphics, pictures, information, data, sound files, other files and the selection and arrangement thereof (collectively, "LATOKEN Materials") and computer source codes, programs, data files and other software (including all machine readable code, printed listings of code) (collectively, "Software") are the proprietary property of LATOKEN or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.
- b. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the LATOKEN Materials for your personal or internal business use. Such license is subject to these Terms of Use and does not permit (a) any resale of the LATOKEN Materials; (b) the distribution, public performance or public display of any LATOKEN Materials; (c) modifying or otherwise making any derivative uses of the LATOKEN Materials, or any portion thereof; or (d) any use of the LATOKEN Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

## 9. AVAILABILITY OF SERVICES

- a. The Services allow verified and eligible Users to trade Digital Assets and Fiat Assets with other verified and eligible Users.
- b. Depending on the User's place of residence, the User may not have access to certain Services or products of LATOKEN. It is the User's responsibility to follow the rules and laws applicable to him/her in his/her place of residence and/or place from which the User accesses LATOKEN.
- c. We do not represent that LATOKEN website will be available 100% of the time to meet your needs. We will strive to provide you with the Service as soon as possible, but there is no guarantee that access will not be interrupted, or that there will be no delays, failures, errors, omissions or a loss of transmitted information.
- d. We will use reasonable endeavors to ensure that the Site can be accessed by you in accordance with these Terms of Use. However, we may suspend use of the Site for maintenance and will make reasonable efforts to give you notice of this. You acknowledge that this may not be possible in an emergency, and accept the risks associated with the fact that you may not always be able to use the Site or carry out urgent transactions using your Wallet.

## 10. THIRD-PARTY CONTENT

In using our Services, you may view content provided by third parties, including links to web pages of such parties ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

## 11. RISK DISCLOSURE

For the avoidance of doubt, LATOKEN does not provide any legal, tax, estate planning or investment advice in connection with LATOKEN Services. We may provide information on the price, range, volatility of Digital Assets and (if applicable) events that have affected the price of them, but this is not an investment advice and should not be construed as such.

Any activity related to Digital Assets carries with it a significant risk. Prior to using the Services, the User should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax or investment management professionals prior to entering into this Agreement or requesting a transaction to be performed. You acknowledge and agree that you shall access and use the Services at your own risk.

As a User of LATOKEN Services, you acknowledge and/or agree to the following:

- a. You are investing at your own risk and discretion.
- b. Neither LATOKEN, nor its employees, owners, founders, affiliates, officers, board members, contractors, investors or advisors, are investment or trading advisors.



- c. Absolutely none of the information provided is a recommendation to buy or sell any investment or asset or a guarantee of results.
- d. You are not entitled to a refund at any time or for any reason.
- e. LATOKEN is not liable for any errors or omissions or oversights.
- f. Hypothetical statements may have inherent limitations.
- g. All statements made in your Wallet, LATOKEN discussion boards, newsletters or online apps or other information provided by LATOKEN do not constitute investment advice.
- h. The Digital Assets market is a dynamic area and the respective prices are often highly unpredictable and volatile. You should not deal in these or similar products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. In addition, use of the Platform and of our Services can never be considered a safe investment but only an investment with a high risk of loss inherently associated with it. It is possible that the value of Digital Assets will drop significantly in the future. The market for Digital Assets is still new and uncertain. No-one should have funds invested in Digital Assets or speculate in Digital Assets that she is not prepared to lose entirely. Whether the market for one or more Digital Assets will move up or down, or whether a particular Digital Asset will lose all or substantially all of its value, is unknown. Participants should be cautious about holding Digital Assets.
- i. There are risks associated with utilizing an internet-based platform including, but not limited to, the failure of hardware, Services software, and internet connections. You acknowledge that LATOKEN shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the services.
- j. Hackers or other groups or organizations may attempt to steal your Digital Assets or the revenue from your transactions.
- k. The Software rests on open-source software, and there is a risk that some weaknesses or bugs may be introduced into infrastructural elements of the Platform causing the loss of the Digital Assets stored in one or more Wallets.
- l. The blockchain used for the Services software is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attack presents a risk to the Software, expected proper execution and sequencing of the transactions, and expected proper execution and sequencing of computations.
- m. Digital Assets transactions are irrevocable and stolen or incorrectly transferred Digital Assets may be irretrievable. As a result, any incorrectly executed Transaction could adversely affect the value of your Wallets. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of Digital Assets or a theft of Digital Assets generally will not be reversible and there may be no compensation for any such transfer or theft.
- n. The risk information presented here does not reflect all of the risks or other important aspects of your transactions via the Services (including related to the nature and performance of any products available on the Platform). Therefore, before starting to use the Services, you should learn the specifics of such transactions and possible underlying assets in detail or seek further professional advice. Please consider these risks

carefully and seek professional advice if anything in this section or in the general is not clear to you. Do not use the Services until you are sure that you correctly understand all the associated risks.

- o. Markets for Digital Assets have varying degrees of liquidity. Some are quite liquid while others may be thinner. Thin markets can amplify volatility. There is never a guarantee that there will be an active market for one to sell, buy, or trade Digital Assets or products derived from or ancillary to them. Furthermore, any market for tokens may abruptly appear and vanish. LATOKEN makes no representations or warranties about whether a Digital Asset that may be traded on the Site any point in the future, if at all. Any Digital Asset is subject to delisting without notice or consent. Values in any digital asset marketplace are volatile and can shift quickly. Participants in any Digital Assets market are warned that they should pay close attention to their position and holdings, and how they may be impacted by sudden and adverse shifts in trading and other market activities.
- p. The legal status of certain Digital Assets may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more Digital Assets constitute property, or assets, or rights of any kind may also seem unclear. Participants are responsible for knowing and understanding how Digital Assets will be addressed, regulated, and taxed under applicable law.
- q. When you finance a purchase or sale of Digital Assets on a peer-to-peer basis, you run the risk of losing your provided financing. Similarly, when you accept financing to enter a trading agreement, you accept the risk of not being able to repay that financing (e.g., if the market price of the Digital Asset you purchased with the financing falls). Participants should know all of the terms of any contracts they enter and how their trading strategies and other market and risk factors can affect their financing obligations.

THE POINTS SET OUT ABOVE APPLY TO ALL PRODUCTS. THIS BRIEF STATEMENT DOES NOT DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF MARKETS. CERTAIN OTHER RISKS RELATED TO INVESTMENTS IN DIGITAL ASSETS MAY OCCUR.

## **12. DISCLOSURE TO GOVERNMENTAL AUTHORITIES AND AUTHORIZED THIRD PARTIES**

- a. We may share your Personal Data with law enforcement, data protection authorities, government officials, and other authorities when:
  - i. Required by law;
  - ii. Compelled by subpoena, court order, or other legal procedure;
  - iii. We believe that disclosure is necessary to prevent damage or financial loss;
  - iv. Disclosure is necessary to report suspected illegal activity; or
  - v. Disclosure is necessary to investigate violations of our Terms of Use or Privacy Policy.
- b. For further information on how we process your Personal Data, please refer to the [Privacy Policy](#).

### 13. INTERNATIONAL TRANSMISSION OF PERSONAL DATA

We store and process your Personal Data in data centers around the world, wherever LATOKEN facilities or service providers are located. As such, we may transfer your Personal Data outside of the European Economic Area (“EEA”). Such transfers are undertaken in accordance with our internal policies. For further information on how we process your Personal Data, please refer to the [Privacy Policy](#).

### 14. SUSPENSION, CLOSURE, AND TERMINATION

- a. Your Wallet does not expire and will remain valid until cancelled by either you or LATOKEN.
- b. Within 14 days of the date of opening your Wallet you have the right to close your Wallet at no cost by contacting LATOKEN and requesting that in writing.
- c. Upon closing of your Wallet, you hereby authorize LATOKEN to cancel or suspend pending transactions and, return Digital Assets associated with such transactions to the wallet address you provide to LATOKEN. In the event that you or LATOKEN terminates this Agreement or your access to the Services, or deactivates or cancels your Wallet, you will remain liable for all obligations relating to your Wallet even after your Wallet has been closed. In the event that a technical problem causes system outage or Wallet errors, LATOKEN may temporarily suspend access to your Wallet until the problem is resolved. When your Wallet is closed, it cannot be used. You will be permitted to transfer Digital Assets and Fiat Assets associated with your Wallet within ninety (90) days after Wallet deactivation or cancellation unless such transfer is prohibited (i) under the law, or (ii) by a valid subpoena or court order. After cancellation of your Wallet you have to provide in writing via email at [privacy@latoken.com](mailto:privacy@latoken.com) (A) eligible and sufficient external Wallet address (external Wallets are not associated with LATOKEN) for transfer Digital Assets less transaction fees storing at your Wallet at LATOKEN (B) eligible and sufficient bank account details or card number for transferring Fiat Assets less transaction fees storing at your Wallet at LATOKEN. In case of insufficiency and ineligibility of external Wallet or User bank account details or card number LATOKEN may request eligible and sufficient details. All claims for Digital Assets and Fiat Assets under the Agreement expire in 12 months (365 days from the Wallet deactivation). Closing your Wallet does not mean that We delete the personal data that We hold on you and We will continue to store such data, including the history of your transactions for a minimum period of five years as required by law.
- d. We may terminate this Agreement and close your Wallet by giving you a 14-day notice, unless LATOKEN [Privacy Policy](#) or paragraph e. of this section states otherwise, via email with or without reason.
- e. Notwithstanding anything to the contrary herein, we may suspend or terminate this Agreement and your Wallet, or refuse to reactivate your Wallet, immediately upon a notice given to you via email:
  - i. if you violate any provision of this Agreement and fail to resolve the matter in a timely manner;
  - ii. if you act in a manner that is threatening or abusive to our staff, contractors or any of our representatives;

- iii. if you fail to pay applicable fees or make any other payments when due;
  - iv. if your Wallet is dormant for more than 12 months and its balance has reached zero;
  - v. if you attempt to gain unauthorized access to the Software or another User's Wallet or provide assistance to others attempting to do so;
  - vi. if you compromised our Software security features;
  - vii. in case of some unexpected operational difficulties on our side;
  - viii. if We are concerned about the security of your Wallet;
  - ix. if We suspect your Wallet is being used in an unauthorized manner, including without limitation, to commit fraud or for other illegal purposes; or
  - x. if We need to do so to comply with law or with a request of law enforcement or other government agencies or a court.
- f. We will notify you on the above circumstances as soon as We can before We do this, if possible, or otherwise immediately afterwards, giving our reasons, unless letting you know would compromise reasonable security measures or be otherwise unlawful.
- g. Without prejudice to other provisions of these Terms of Use, we may temporarily suspend your use of the Services (including your registration with the Platform, and access and use of your Wallet) in certain cases following the procedure described in Schedule 1 hereto.

## **15. APPLICABLE LAW**

This Agreement will be governed by and construed in accordance with Cayman Islands law without regard to conflict of laws provisions, and the parties irrevocably submit any dispute in relation to this Agreement to the non-exclusive jurisdiction of the Cayman Islands courts. Notwithstanding anything to the contrary herein, laws of Estonia shall apply to matters concerning card acquiring and payment processing Services provided through Payex OÜ.

## **16. DISCLAIMER OF WARRANTIES**

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

## **17. LIMITATION OF LIABILITY**

- a. You acknowledge and agree that, to the fullest extent permitted by the applicable law, the disclaimers of liability apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Services or your Wallet under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that LATOKEN shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, the Services or your Wallet, or purchase or sale of, or inability to purchase or sell, Digital Assets, deposit or withdraw Fiat Assets. You further specifically acknowledge that LATOKEN is not liable for the conduct of third parties, including other Users, and that the risk of using the services rests entirely with you. Notwithstanding the foregoing, nothing in this agreement shall affect your statutory rights or exclude injury arising from any willful misconduct or fraud of LATOKEN.
  
- b. LATOKEN shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) transmission or delivery of information; (2) any failure to perform LATOKEN obligations hereunder; (3) any loss or damage arising from any event beyond LATOKEN's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, act of sabotage, riot, labor dispute, strike, accident, action of government, embargo, communications, delay or failure of any subcontract, power failure, accident to or breakdown or outage of computers, equipment or software malfunction, internet outages, internet latency, computer viruses, hacker attack, voluntary or mandatory compliance with any governmental act, regulation or request, flaw in third-party services, public enemy, terrorist acts or any other cause beyond LATOKEN's reasonable control.

## **18. INDEMNITY**

You agree to defend, indemnify and hold harmless LATOKEN and its respective directors, officers, members, employees, contractors, agents, affiliates, partners and their respective successors, heirs and assigns (the "LATOKEN Indemnitees"), against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon LATOKEN Indemnitees, or any of them, in connection with any claims, suits, actions, damages, losses, costs, expenses, demands or judgments of third parties, including without limitation, personal injury and product liability matters or reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any feedback you provide; (c) your violation of these Terms of Use; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## 19. MISCELLANEOUS

- a. These Terms of Use contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms of Use do not alter the terms or conditions of any other electronic or written agreement you may have with LATOKEN for the Services or for any other LATOKEN product or service or otherwise. In the event of any conflict between these Terms of Use and any other agreement you may have with LATOKEN, the terms of that other agreement will control only if these Terms of Use are specifically identified and declared to be overridden by such other agreement.
- b. We reserve the right to make changes or modifications to these Terms of Use from time to time, in our sole discretion. If we make changes to these Terms of Use, we will provide you with notice of such changes by posting the amended Terms of Use via the applicable LATOKEN websites and mobile applications and/or otherwise (notice on homepage, sending on email etc.). The amended Terms of Use will be deemed effective immediately upon posting. Any amended Terms of Use will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms of Use, you must discontinue using our Services and contact us to terminate your Wallet.
- c. Our failure or delay in exercising any right, power or privilege under these Terms of Use shall not operate as a waiver thereof.
- d. The invalidity or unenforceability of any of these Terms of Use shall not affect the validity or enforceability of any other of these Terms of Use, all of which shall remain in full force and effect.
- e. You may not assign or transfer any of your rights or obligations under these Terms of Use without prior written consent from LATOKEN, including by operation of law or in connection with any change of control. LATOKEN may assign or transfer any or all of its rights under these Terms of Use, in whole or in part, without obtaining your consent or approval.
- f. LATOKEN shall not be obliged to perform any obligation under this Terms of Use if the User would be in violation of, or exposed to punitive measures under, sanctions or any other laws, regulations, statutes, prohibitions or restrictions imposed by the USA, the UN, the EU, the UK, Singapore, Canada, or Switzerland and/or applicable to the User relating to the adoption, implementation and enforcement of economic sanctions, export controls, trade embargoes or other restrictive measures of any type whatsoever.
- g. These Terms of Use may be terminated as follows:
  - I. We reserve the right to terminate these Terms of Use and your Wallet and registration (including your username and password) in the following cases:
    - (1) It is required under any applicable law (including any change or update) or according to, any regulatory demand (such as a valid subpoena, court order, or binding order of a government authority);
    - (2) If for any reason We decide to discontinue to provide the Services (in whole or in part), by providing at least 3 (three) calendar days' notice (which may be provided by email, short text message etc.);

- (3) If We believe that you have breached any of the terms of these Terms of Use, immediately without notice;
  - (4) In case of any circumstance having a material adverse effect on your financial position, assets or liabilities, immediately without notice;
  - (5) If We believe that any representation or warranty made by you provides to have been materially incorrect or inaccurate when made, immediately without notice;
  - (6) The death of the User;
  - (7) If your use of the Platform has been in any way improper or breaches spirit of these Terms of Use, immediately without notice;
  - (8) Upon an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings in respect of the User, immediately without notice.
- II. You may terminate these Terms of Use and your Wallet and registration (including your username and password) at any time via the tools available on the Platform or by sending an email to [privacy@latoken.com](mailto:privacy@latoken.com), such termination to take effect upon the Platform terminating your Wallet and registration (including username and password), which shall generally occur within 30 (thirty) calendar days after receipt of your email by the Platform, provided that you shall remain responsible for any activity on your Wallet that occurs prior to the actual termination of your Wallet.
- III. Termination of these Terms of Use will not extinguish or alter any rights, obligations or liabilities of you or LATOKEN that accrued prior to such termination.
- h. If these Terms of Use are terminated for any reason due to suspected misconduct by the User, LATOKEN reserves the right to withhold any funds or assets in the Wallet until the matter is resolved. Any decision made by LATOKEN regarding the matter will be final.

## 20. CONTACT US

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms of Use and/or your use of the LATOKEN website and the services, your Wallet or any other matter, please contact [info@latoken.com](mailto:info@latoken.com).

## SCHEDULE 1

### Account Usage Requirements

To protect users and ensure equal trading conditions LATOKEN reserves the right to suspend or permanently ban accounts with the following signs of suspicious trading activity:

- Spam of the order book – sending and cancelling of small orders without trading intention;
- Order book manipulation – low ratio of filled to placed orders;
- Overload of exchange infrastructure – continuous high frequency placing of orders which prevent other users from trading.

By accessing LATOKEN Service, you agree that LATOKEN shall have the right to unilaterally determine whether you have violated any of the above covenants and take actions to apply relevant rules without receiving your consent or giving prior notice to you. You hereby agree to indemnify, protect, defend and hold LATOKEN free and harmless from all costs, liabilities and expenses, arising directly or indirectly as a result of your alleged violation.