



## TERMS AND CONDITIONS

Last revised: September 15, 2022

### 1. Introduction

CASL LLC, a company duly registered and operating under the laws of the Saint Vincent and Grenadines under registration No. 2558 LLC 2022, registered at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and Grenadines (collectively, “we,” “our,” “us”, or “CASL”) is a platform that offers users asset management of their cryptoassets.

The following Terms of Use (the “Terms”) apply to our users (“you”, “client(s)” or “User(s)”), govern each User’s access to, and use of CASL products and services as well as our mobile and web-based application(s), our website(s), any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by CASL, directly or indirectly, through our mobile application, our website, or any other online services we provide (each a “Service,” and collectively the “Services”).

PLEASE CAREFULLY READ THESE TERMS BEFORE USING, OR CONTINUING TO USE, ANY OF CASL SERVICES. USE OF THE SERVICES IS EXPRESSLY CONDITIONED ON YOUR CONSENT TO, AND COMPLIANCE WITH, THE TERMS. BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THESE TERMS YOU SHOULD IMMEDIATELY STOP USING THE SERVICES. OUR PRIVACY POLICY IS INCORPORATED INTO THE TERMS. PLEASE, READ THE TERMS CAREFULLY AND USE THEM TO MAKE INFORMED DECISIONS.

### 1. Definitions

Capitalized terms shall have the meanings assigned to them in these Terms unless the context requires otherwise.

“Account” means a User’s corporate or individual account on the CASL website or mobile application, allowing a User to access and use the Services, view the amount of Digital Assets provided by the User to CASL for asset management, any income gained or losses sustained on provided Digital Assets, and manage the User’s personal information and profile.

“Affiliate” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a party, where control is defined as the direct or indirect power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by contract, or otherwise.

“AML” means Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

“Blockchain” means a system in which records of transactions made in Digital Assets are maintained across several computers that are linked in a peer-to-peer network.

“Digital Asset” means a digital representation of value in which encryption techniques are used to regulate the generation of digital units and verify the transfer of assets, operating independently from a central bank. In these Terms, “Digital Asset” and “Eligible Digital Asset” shall have the same meaning, in case not stipulated otherwise.

“Eligible Digital Assets” means types of Digital Assets we may choose to designate for inclusion under one or more of the Services from time to time, which are subject to change and/or limitation in our sole discretion, based on business, regulatory and/or other considerations. Eligible Digital Assets are indicated in Appendix 1 to these Terms. Eligible Digital Assets are managed separately within a single fund.

“KYC” means Know Your Customer, which means the process of verifying the identity of customers or clients and assessing potential risks of illegal intentions for the business relationship.

“Main body of Digital Assets” – the initial amount of Digital Assets provided to CASL by a client for management as well as any additions to this amount including increase by adding not withdrawn Profits at the end of each 12-months period of Services, based of which Profits shall be calculated.

“Profits” means an increase of an amount of Digital Assets provided to CASL by its clients as a result of CASL’s Cryptoassets Management

Services. Profits shall not be included into the main body of Digital Assets, even if Profits are not withdrawn by the client.

“Virtual Wallet” or “Virtual Wallet Address” means an on-Blockchain virtual address in which Digital Assets can be held and transferred.

## 2. Eligibility and proof of identity

In order to use the Services you must first register an Account. In order to be eligible to access and use the Services, you must

- (i) be eighteen (18) years of age or older;
- (ii) have the legal capacity to enter into and be bound by these Terms;
- (iii) register for and maintain an active and valid CASL Account.

CASL may accept or reject applications to create an Account at its sole discretion.

The Services are not available where prohibited by law or by CASL AML policy, as updated from time to time. Due to regulatory considerations and interpretations in Digital Assets markets, CASL may refuse to provide the Services in certain jurisdictions and/or close, freeze or suspend Accounts, where CASL, in its sole and absolute discretion, has determined that regulatory or policy reasons prevent CASL from being able to offer its Services.

## 3. KYC/AML

CASL has AML and KYC policies and procedures in place. CASL maintains certain information about you, including User records and transaction history, for five years, or a longer period as may be required under applicable laws. Under certain circumstances, CASL may be required to report to the competent authorities of any unusual transactions, or of any suspicion it may have that any User might be involved in any financial crime or illicit activity.

KYC procedures are carried out by a designated service provider.

When you register an Account, we will ask for documentation and information, including but not limited to copies of your government-issued identification document (e.g. Passport, driver's license). For corporate Accounts, we may require identification information related to the directors, officers, authorized representatives, or equity owners of the business. The service provider may also gather and use information

about you from third parties (i.e. independent or governmental databases), to help us confirm your identity. If any such information changes, it is your obligation to provide the new information to us as soon as practicable following such change.

#### 4. Services

##### 4.1. Account

Your Account allows you to keep control of your use of the Services. You can access the Services, view your balances and conduct certain actions online like withdraw profit or contact CASL.

You are solely responsible for the activities under your Account and for securing your Account IDs, passwords, hints, or any other codes that you use to access your Account and the Services. CASL is not responsible for any loss or compromise of your access information and/or your personal information, or for any loss that you may sustain due to compromise of your access information and/or personal information.

We will not be responsible for an unauthorized use of your account by third parties, even if the Account was used by mistake. We, or the designated service provider, may require your signature or identification in any form we deem necessary to confirm that you are the person using the account. You agree to reimburse us (and we may charge you or deduct from the balance of your Account) for all claims, costs, losses, and damages, including reasonable attorneys' fees, that result from our following instructions we receive through your Account to take any action related to your Account.

CASL may suspend or terminate your Account at any time in its sole discretion, including if CASL suspects your involvement in any fraudulent activity of any kind or other misuse of the Services, or your involvement in any money laundering or other financial crime.

##### 4.2. Unauthorized use of the Account

If you believe that your CASL Account has been used by an unauthorized party, or if your Service Activity Statements reflect activity or transactions that you did not conduct or authorize, you must notify us IMMEDIATELY via email to [trade@caslinvest.com](mailto:trade@caslinvest.com).

**YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY AND CONFIDENTIALITY OF YOUR LOGIN DATA, AND YOU ACCEPT ALL RISKS OF UNAUTHORIZED ACCESS AND USE OF YOUR CASL ACCOUNT.**

#### 4.3. Account balance

Your Account balance visible through the platform shall indicate the Balance of Digital Assets (the amount of transferred Digital Assets decreased by the amount of Management fee and withdrawals), current financial results (the amount of profits or losses indicated in a form of % to the Balance of Digital Assets and in US Dollars) and the amount of Profits available for withdrawal (excluding the Success fee).

CASL is obliged to deliver Digital Assets back to you upon the termination of the applicable Service. CASL reserves the right to withhold or delay the transmission of assets to you if you fail to comply with these Terms.

It is your sole responsibility to make sure that Digital Assets you wish to transfer to CASL are Eligible Digital Assets, and that your transfer of Eligible Digital Assets on the Blockchain is directed over the correct Blockchain and to the correct Virtual Wallet Address as provided to you by CASL (which may differ from time to time and between different Digital Assets).

#### 4.4. Transfer of Digital Assets to CASL

You can transfer Digital Assets to CASL by transferring the same to the Virtual Wallet Address(es) provided in your Account (or as otherwise notified by us to you). Any Digital Asset received will be treated by us as being transferred to your Account beginning on the date and at the time stamped on the Blockchain confirmation.

If you do not carefully follow these instructions, your Digital Assets may be irrevocably lost, and CASL may not be able to assist you in retrieving them. CASL will not be liable to you for any such loss and shall not be under any obligation to retrieve such Digital Assets.

We are not responsible for consequences of any error in the initiation of any transaction and have no obligation to assist in the remediation of such transactions. By initiating any transfer or using CASL Services in any way, you attest that you are transacting in an Eligible Digital Asset which conforms to the particular Virtual Wallet into which assets are directed. For example, if you select an Ethereum Virtual Wallet Address to receive assets, you shall be solely responsible to assure that you are initiating a transfer of Ethereum alone, and not any other currency such as Bitcoin or Ethereum Classic. CASL incurs no obligation whatsoever with regard to non-Eligible Digital Assets sent to CASL, or for Eligible Digital Assets sent to an incompatible Virtual Wallet Address. Erroneously transmitted assets will be lost. We recommend users send a small amount of Digital Asset as a test prior to initiating a transfer of a significant amount of Digital Assets.

#### 4.5. Withdrawals

##### *Withdrawal of a main body of transferred Digital Assets.*

You may demand immediate, complete or partial withdrawal of transferred Digital Assets at any time with the following limitations:

- 1) If you demand withdrawal of Digital Assets within first 12-months period of the Services you will pay additional fee to CASL in the amount of 15% of transferred Digital Assets;
- 2) After expiration of the first 12-months period of Services you may freely withdraw Digital Assets without additional payments to CASL.

You may also demand withdrawal of Digital Assets after receipt of notification from CASL about decrease in the crypto assets provided by you by more than 30%.

Such repayment will terminate in whole or in part your cryptoasset management by CASL and you shall no longer accrue Profits on the amount of transferred Digital Assets as of the time of the withdrawal. The withdrawal of a main body of transferred Digital Assets is effected immediately following a withdrawal request when possible; however, we may require up to five (5) working days after you submit your withdrawal request to process the withdrawal.

##### *Profits Withdrawal*

You may withdraw Profits earned from Digital Assets management every three (3) month of Services. After each 3-months period of the Services you can request for Profit withdrawal for this period at any time. Next withdrawal may be done no earlier than after three (3) months after the previous withdrawal.

The Profits withdrawal is effected immediately following a withdrawal request when possible; however, we may require up to three (3) working days after you submit your withdrawal request to process the withdrawal.

The request for every withdrawal may be sent through the CASL Account or by an email to the following address: [trade@caslinvest.com](mailto:trade@caslinvest.com).

For every withdrawal request, you will be required to provide the details of the Virtual Wallet to which you wish to receive your repayment of Digital Assets. You may request repayment in the same type of Eligible Digital Assets provided by you only. In the event that the details you provide are inaccurate, incomplete, or misleading, your Digital Assets may be permanently lost. We will not be liable for any loss that results

from inaccurate, incomplete, or misleading details that you may provide for such transfer. If the transfer address you specify is one to which we are unable to process transfers, we will have no liability for any resulting failure or delay in processing your requested withdrawal.

#### 4.6. Term of Management and Closing an Account

##### *Terms of Services*

You may enter into our Cryptoassets Management Services for 12 months unless you request otherwise but no less than 12 months. At the end of Term of the Services it will be automatically renewed for a new 12-month period (no matter what the initial Term of the Services was) unless you request closing of your Account at the end of Term of the Services. If the Term of the Services is renewed you can request to include earned amounts of Profit into the main body of Digital Assets.

You may request closing of your Account at the end of Term of the Services by sending an email to the following address [trade@caslinvest.com](mailto:trade@caslinvest.com). The request shall be made in a specific form, provided by the CASL and no later than twenty-one (21) calendar days before the end of Term of the Services. The form for closing an Account may be requested by sending an email to the following address [trade@caslinvest.com](mailto:trade@caslinvest.com), and will be provided within three (3) working days from the date of the request. If the request for closing an Account was not received by CASL twenty-one (21) calendar day prior to the end of Term of the Services, the Term of the Services shall be considered to be renewed for next 12 months.

We reserve the right (but have no obligation) to delete all of your information and Account data stored on our servers. We shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or Account data.

##### *Your right to close an Account*

You can close an Account:

- 1) by a request for Withdrawal of a main boy of transferred Digital Assets according to clause 4.5 of these Terms;
- 2) by request to close an Account at the end of the Term of the Services;

### *Our right to close an Account*

We have the right to suspend, freeze or close your Account at any time for any reason without advance notice, including by blocking your access to the Account or the Services.

If your Account has a balance when we close it, we will repay and return the remaining Digital Assets to you, including accrued income earned (if applicable) until the close date, less any applicable Obligations, withholding tax and other applicable deductions, unless prohibited by applicable law. In the event of irregular activity, we may hold assets until we close your Account. Any Digital Assets that CASL returns to you will be sent to the designated withdrawal addresses in your user profile on the platform for each respective Digital Asset you hold.

### 4.7. Profits

Our Cryptoassets Management Service allows you to enter into a cryptoassets management agreements with CASL according to which we will use your Digital Assets to receive profits by holding, trading, exchanging or any other activity with them, referred to as “Profits,” in the form of Digital Assets (in the same Digital Asset you transfer).

Under a cryptoassets management agreement, you transfer your Digital Assets to CASL for a chosen period of time no less than 12 months, and CASL manages them on your behalf for this period of time and at the end returns you the amount of the transferred Digital Assets and the Profits earned at the end of such period except the CASL Fees. Under a cryptoassets management agreement clients’ Digital Assets are pooled into a single fund (current state of which is available on the Website), and not managed individually. By entering into a cryptoassets management agreement, you grant CASL all rights to such Digital Assets, for CASL to use in its sole discretion while using the Cryptoassets Management Service.

The balance of Digital Assets provided by you to CASL, and any Profits gained thereon are visible via your Account. Once such Digital Assets are received by CASL into your Account balance, they shall remain your property, in every sense and for all purposes and CASL provides custody over these Digital Assets. The corresponding amount of Profits shall be reflected in your Account balance.

CASL may refuse to enter into any cryptoassets management transaction on its own discretion.



If the initial amount of Digital Assets provided by a client decreases by more than 30% CASL shall immediately suspend all management activities and within three (3) business days notify each client about it with suggestion of withdrawal of Digital Assets or changes in terms of Services.

#### 4.8. CASL FEES

Upon entering into any cryptoassets management agreement CASL is entitled to receive the following fees:

- 1) Management Fee in amount of 2% of transferred Digital Assets, that shall be withdrawn by CASL at the moment of receiving Digital Assets from clients.
- 2) Success Fee in amount of 30% of client's Profits, that shall be withdrawn every three (3) months of Services. Success Fee is charged on the amount of increase in Digital Assets compared to the amount of Digital Assets initially provided by the client to CASL.

#### 5. Risk Disclosure

The risks listed below are intended to provide you with a general outline of the risks involved but cannot capture all such risks.

These Terms and your use of any of our Services do not create a fiduciary relationship between us and you; your CASL Account is not a checking or savings account, and it is not covered by insurance against losses.

**DIGITAL ASSETS ARE NOT LEGAL TENDER. CASL IS NOT A BANK OR DEPOSITORY INSTITUTION. YOUR ACCOUNT DOES NOT CONSTITUTE AN INVESTMENT CONTRACT OR A SECURITY, IS NOT TRANSFERABLE AND MAY NOT BE TRADED, EXCHANGED OR SOLD TO ANY THIRD PARTY UNDER ANY CIRCUMSTANCES.**

There are significant risks associated with Digital Assets, and you are solely responsible to make sure you understand such risks and assess whether such risks are appropriate for you. CASL does not offer any recommendations, or invitations for you to deal in Digital Assets or use any Services. Before making any financial decision, you should carefully assess your financial situation and capacity, and only use funds that you can afford to lose. The risks associated with Digital assets are:

- Legislation and regulatory framework may change on national and international level, which may adversely affect the use, transfer, exchange, and value of Digital Assets.

- Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- The value of Digital Assets is dependent solely on market participants and may be totally and permanently lost.
- The price of Digital Assets is unpredictable and may cause significant loss over a short period of time.
- The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack, including rollback attacks or Blockchain reorganizations.
- The nature of Digital Assets means that any technological difficulties experienced by CASL or third parties may limit, delay or prevent the access or use of Digital Assets and/or cause losses of Digital Assets.

You should carefully consider whether holding or trading Digital Assets in general and/or using our Services is suitable for you in light of your financial condition.

All determinations regarding Assets forked as a result of a Blockchain fork will be made by CASL in its sole and absolute discretion and in accordance with applicable law.

## 6. Representations and Warranties

By accepting these Terms, you represent and warrant to CASL that:

- The information provided by you to us, including, but not limited to, regarding your age and place of residency, is accurate and up-to-date;
- You are aware of, and can withstand, the risks involved in holding, using and trading digital assets;
- You are using CASL Services solely for your own personal/corporate purposes, and not on behalf of any other person/business;
- You will be solely responsible for all tax reporting and payment obligations which may apply to you as a result of using the Services;
- Your use of the Services shall be at all times in full compliance with all laws and regulations applicable to you, and you shall not use it for any illegal purposes.

Any breach of these representations and warranties by you shall constitute a breach of these Terms, and may result in, among other legal action, the termination of your Account.

## 7. Consent to use of digital assets

For the purpose of entering into any cryptoassets management agreement, and the use of our Services, you grant CASL, subject to

applicable law and for the term of each Cryptoassets Management all necessary rights to Digital Assets, provided to CASL. Such rights including ownership rights the right, without further notice to you, to hold such Digital Assets in CASL own Virtual Wallet or elsewhere, and to pledge, re-pledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use any amount of such Digital Assets, separately or together with other property, with all attendant rights of ownership, and for any period of time, and without retaining in CASL possession and/or control a like amount of Digital Assets or any other monies or assets, and to use or invest such Digital Assets in CASL full discretion.

You acknowledge that with respect to Digital Assets used by CASL pursuant to this paragraph:

- You will not be able to exercise rights of ownership for the term of the cryptoasset management agreement;
- CASL may receive compensation in connection with using Digital Assets in its business to which you have no claim or entitlement.

## 8. Taxes

You acknowledge that:

- It is your responsibility to determine if any taxes apply to your use of the Services;
- You are responsible for collecting, reporting, and remitting the correct tax to the appropriate tax authority;
- You are solely responsible for paying any taxes arising from your use of the Services.

## 9. Service Activity Statements

We will make all logs and records of activities concerning your use of the Services available to you through our platform only. We do not generate periodic statements showing the activity conducted through your use of the Services. You must examine these logs and records and notify us of any unauthorized use of your CASL Account or credentials, or any error or irregularity with respect to the records of your use of the Services, within fourteen (14) calendar days after the error occurs. If notice is not received within the fourteen (14) calendar-day period, you will not be able to raise any further claim in this respect.

#### 10. Eligible Digital Assets

Contents of the Eligible Digital Assets list may change from time to time. We will do our best to notify users in advance thereof. In the event any Digital Asset ceases to be an Eligible Digital Asset, you will no longer be able to utilize it to use the Services. Certain Users or groups of users may be disallowed to use certain Eligible Digital assets.

#### 11. Disclosure of account information

We may disclose information to third parties about you, your CASL Account, or the transactions you make:

- In case it is necessary for the provision of our Services;
- To verify the existence and condition of your CASL Account for a third party, such as a referral partner;
- To conduct our AML and KYC checks and to comply with applicable laws;
- If you give us written authorization;
- In order to comply with any request or order by any government agency or competent court; or
- As described in our Privacy Policy [caslinvest.com/legal/privacy-policy](https://caslinvest.com/legal/privacy-policy)

#### 12. Our responsibility

We are not liable to you for errors that may result in a financial loss to you. If third parties make claims on your CASL Account, or if we receive conflicting instructions from you, or if we become involved in or concerned about a dispute between you and any third party, we reserve the right to react in ways that we believe in good faith to be appropriate, including by closing, suspending or freezing your CASL Account, delivering the Digital Assets available therein to you or to any third party, or interpleading assets to court, all as we reasonably deem appropriate under the circumstances. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge or deduct them directly from your CASL Account balance.

Our total aggregate liability to you for any claim is limited to the face value of the applicable item or transaction, or the actual value of any assets not properly credited or debited by us.

### 13. Disclaimer of warranty

THE CASL SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY UNDER THESE TERMS AND TO THE EXTENT ALLOWED BY APPLICABLE LAW ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR WARRANTY OF NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL CASL, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE BALANCE OF YOUR CASL ACCOUNT(S) OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE CASL SERVICES OR THE CASL ACCOUNT, OR THESE TERMS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF CASL HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CASL WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR TRANSACTIONS ARE PROCESSED IN A TIMELY MANNER BUT CASL MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING (WHICH IS DEPENDENT UPON MANY FACTORS, INCLUDING THOSE OUTSIDE OF OUR CONTROL), AND CASL SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES WHICH YOU MAY INCUR AS A RESULT OF ANY DELAY IN THE PROVISION OF THE SERVICES.

### 14. CASL Intellectual Property (IP)

CASL owns all right, title and interest to and in the Services, the associated software, technology tools and content, the CASL website, any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, the content displayed on the website or platform, and other materials produced by and related to CASL (collectively, the “CASL IP”). You acknowledge and agree

that no proprietary rights are being transferred to you in such materials or information. You shall not prepare any derivative work based on the CASL IP, nor shall you translate, reverse engineer, decompile or disassemble the CASL IP.

#### 15. Communications

You agree to promptly notify us of any change in your contact information. Failure to notify us in a timely fashion may result in delay or non-receipt of notices or correspondence.

We may record and monitor any conversations with you and your electronic communications with us (telephone, chat, email, and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

#### 16. Waiver

We may delay the exercise of any rights we have under these Terms, and any such delay shall not result in a waiver, relinquishment or modification of any of our rights. If we delay in any exercise of our rights, or if notwithstanding the foregoing CASL somehow is deemed to have waived any of our rights, you are still obligated to pay us any amounts you may owe us, remove any violation of these Terms and/or otherwise follow our instructions (as applicable). Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our other or subsequent rights in any way.

#### 17. Changes in Terms

Please, be aware that we reserve the right to discontinue or make changes to any of the Services. We may change these Terms, and the updated version will supersede all prior versions. We will do our best to timely notify you thereof. If you do not agree with a change, you may close your CASL Account(s) and demand repayment of outstanding Digital Assets before the effective date of the change, which shall be your sole remedy. Usage of your CASL Account following the effective date of any change will constitute your acceptance of such change.

#### 18. Assignment

Any of the rights and/or obligations provided hereunder, may not be assigned or otherwise transferred by you to any other person or entity without CASL's express written consent. CASL may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time to any Affiliate of CASL, with or without providing you with prior notice of the same. CASL may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time to any third party by providing prior notice.

#### 19. Governing law and Venue

The relationship between you and CASL is governed exclusively by the laws of St. Vincent and Grenadines regard to its conflict of law provisions. Any dispute arising out of, or related to, your CASL Account or relationship with CASL must be brought exclusively in the courts of St. Vincent and Grenadines; however, CASL may bring equitable relief or collections actions in any applicable jurisdiction.

#### 20. Force Majeure

We will not be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, pandemic or epidemic events, or other causes over which we have no reasonable control.

CASL and our third-party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transactions either temporarily or permanently. Provided that CASL has taken reasonable commercial and operational measures to prevent such events in technical systems controlled by CASL, CASL is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transactions.

## 21. Survival

The provisions of Sections “Taxes”, “Indemnification”, “Disclaimer of Warranty”, “Our Ownership of the Services and CASL IP”, “Waiver” and “Governing Law and Venue” shall survive the termination of these Terms.



## Appendix 1 – Eligible Digital Assets

USDT and BTC