

# WhaleFin Execution Service Agreement

This is WhaleFin Execution Service Agreement (the "**Agreement**", as amended, supplemented or modified from time to time) between you ("**you**") and Whalefin Technologies Limited, a company registered in Mahe Seychelles (No. 231726) ("**WhaleFin**", "**Company**", "**we**" or "**us**") (WhaleFin together with you, the "**Parties**" and each a "**Party**"). This Agreement sets forth the terms and conditions under which you may use the Services (as defined below) from WhaleFin Platform. By clicking "**I agree**" (or other phrases of equivalent meaning), you acknowledge that you have read and understood, and hereby agree to all of the terms and conditions contained in this Agreement and WhaleFin Terms of Service (as defined below), and you also have read, understood, and hereby accept WhaleFin Privacy Policy (as defined below), which form part of this Agreement. If you have any questions regarding the Services and/or this Agreement, please contact our customer service by sending an email to [service@whalefin.com](mailto:service@whalefin.com).

## RISK DISCLOSURE

DIGITAL ASSETS INVOLVES A HIGH DEGREE OF RISK. THIS PROJECT IS EXPOSED TO SMART CONTRACT RISK, LIQUIDITY RISK, ORACLE RISK, VOLATILITY RISK AND LEGAL AND REGULATORY RISK. DIGITAL ASSETS IS NOT A FIAT CURRENCY OF ANY GOVERNMENT, AND THE VALUE OF IT IS NOT BACKED OR SUPPORTED BY ANY GOVERNMENT. AS SUCH, DIGITAL ASSETS WILL SUFFER DRAMATIC VOLATILITY IN VALUE. YOU ARE ADVISED TO CONSIDER THE RISK EXPOSURE CAREFULLY AND ACT CAUTIOUSLY. YOU MUST HAVE THE FINANCIAL ABILITY, SOPHISTICATION, EXPERIENCE AND WILLINGNESS TO BEAR THE RISKS OF AN INVESTMENT, AND A POTENTIAL TOTAL LOSS OF YOUR INVESTMENT. AN INVESTMENT IN DIGITAL ASSETS IS NOT SUITABLE FOR ALL INVESTORS. PLEASE CAREFULLY REVIEW YOUR FINANCIAL SITUATION AND INVESTMENT OBJECTIVES AND DETERMINE WHETHER SUCH INVESTMENT IS SUITABLE FOR YOU.

## 1. DEFINITIONS

Unless otherwise specified in this Agreement, the capitalized terms in this Agreement have the following meanings:

### 1.1 Definitions:

"**Account**" means the WhaleFin account you have registered on the WhaleFin Platform which is fully functional after completion of due diligence by WhaleFin and is not suspended or revoked by Service Providers.

"**Additional Terms**" means Additional Terms under clause 11.1.

"**Communications**" means Communications under clause 17.1.

"**Digital Assets**" means any asset that is issued and/or transferred using distributed ledger, blockchain technology or any equivalent technologies, including, but not limited to,

any digital and crypto currencies, coins, tokens and any functionally equivalent digital subjects.

**"Expected Trade Fees"** means Expected Trade Fees under clause 8.2.

**"Fiat Money"** means any money denominated in a fiat currency, excluding (a) Bitcoins, (b) stable coin, and (c) any other Digital Assets that are not directly issued by any governments or central banks as fiat currencies in the relevant jurisdictions.

**"Force Majeure Event"** means any of the events out of reasonable control of the Company, including, but not limited to, nationalization, expropriation, currency restrictions, acts of state, acts of God, earthquakes, fires, floods, typhoons, tsunamis, wars, civil or military disturbances, sabotage, terrorism and cyber-terrorism, security, integrity, and availability of the internet or blockchain networks, epidemics, pandemics, public health crisis, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, accidents, labor disputes, regulatory changes, power failures or breakdowns in communications links or equipment of the Company, its contractors, agents or representatives.

**"Indemnified Parties"** means Indemnified Parties under clause 13.1.

**"Order"** means Order under clause 4.2.

**"Order Page"** means Order Page under clause 9.1.

**"Other Services"** means Other Services under clause 11.1.

**"Order System"** means Order System under clause 2.1.

**"Revised Agreement"** means Revised Agreement under clause 29.1.

**"Services"** means the services that are available to you on the WhaleFin Platform from time to time.

**"Service Providers"** means WhaleFin and its subsidiaries and affiliates that operate the WhaleFin Platform, and each of them is a **"Service Provider"**.

**"Trade Fees"** means Trade Fees under clause 8.1.

**"Trading Venue"** means Trading Venue under clause 3.1.

**"WhaleFin Hot Wallet"** means WhaleFin Hot Wallet under clause 3.1.

**"WhaleFin Platform"** means the service platform operated by the Service Providers, including the mobile application software, application programming interfaces and any associated websites, made available to you by WhaleFin and the associated updates, upgrades, supplements, releases and versions by the Service Providers from time to time.

**"WhaleFin Privacy Policy"** means the personal data and privacy policies adopted by WhaleFin from time to time which is available on the WhaleFin Platform.

**"WhaleFin Terms of Service"** means the general terms of services adopted by WhaleFin from time to time which is available on the WhaleFin Platform.

## 2. EXECUTION SERVICE ORDER SYSTEM

2.1 The Company provides you online access to its proprietary electronic order system (the

"Order System") for using the Services. Any access to and use of the Order System will be subject to the terms of this Agreement, and any other policies, procedures, announced by the Company from time to time.

### 3. WALLET

3.1 In order to engage in Digital Assets trading on your behalf through various Digital Assets trading venues selected by the Company (the "**Trading Venue**") and otherwise facilitating the Services, the Company will have custodial wallets associated with those Trading Venues (each a "**WhaleFin Hot Wallet**"). The Company may transfer your Digital Assets among WhaleFin Hot Wallets held at various Trading Venues for the purpose of facilitating your Orders.

### 4. TRADING

4.1 A transaction is not complete while it is in a pending state. A certain amount of Digital Assets and relevant Expected Trade Fees associated with your Order that is in a pending state will be locked accordingly, will not be included in your Digital Assets balance reflected in your Account, and will not be available for withdrawal or be used for Other Services.

4.2 The Company selects Trading Venues through which it executes your orders for the purchase or sale of Digital Assets (the "**Order**") based on criteria determined by the Company at our sole discretion. The Company makes no representation or warranty of any kind regarding any Trading Venue, including its financial condition, data and Digital Assets security or quality of its execution services and shall have no liability for the selection or performance of any Trading Venue. The Company also makes no representation or warranty that the Order will be executed at better prices through Trading Venues than the prices provided by the trading venues not used by the Company.

4.3 We will use reasonable efforts to fulfill bona fide transaction and cancellations requests that comply with the terms of this Agreement but we shall have no liability if we are unable to do so or are delayed in doing so. We will also have no liability for errors in instructions we receive or for delays in receiving or failure to receive instructions. Our security procedures are designed to control access to your Account, not the accuracy of your instructions and we may execute any transactions on the Orders received by us.

### 5. TRANSACTION LIMITS

5.1 From time to time, The Company may impose limits or restrictions on transactions, including purchases or sales of Digital Assets and withdrawal of Digital Assets from your Account, without prior notice to you, in order to manage risks, combat fraud and unlawful activities or otherwise preserve the integrity of the Services.

### 6. TRANSACTION SETTLEMENT

6.1 You are responsible for ensuring you have sufficient Digital Assets on your Account for all transactions before you place an Order. You represent and warrant that any Digital Assets

you deliver to the Company is free and clear of all liens, claims and encumbrances.

If you know or suspect that you have received an overpayment of Digital Assets, or if you know or suspect that the Company has not yet collected from your Account a fee you have incurred, you agree to notify the Company, in writing, as soon as you learn of the overpayment or uncollected fee. You further agree not to remove the overpayment of Digital Assets or the uncollected fee from the Account or to return the entire overpayment or uncollected fee to the Company if it has already been removed from your Account.

## 7. REVERSALS; CANCELLATIONS

7.1 You cannot cancel, reverse, or change any transaction marked as complete (or other phrases of equivalent meaning), and we do not guarantee that you will be able to cancel, reverse or change any other transaction once it is entered into our system.

7.2 We reserve the right to refuse to process, or to cancel or reverse (to the extent possible), any Orders at our sole discretion:

- (a) if we reasonably believe that the transaction may involve money laundering, terrorist financing, fraud, or any other type of financial crime;

- (b) in response to a subpoena, court order, or other government order;

- (c) if we suspect that the transaction is erroneous; or

- (d) if we reasonably suspect the transaction relates to a prohibited use as indicated in WhaleFin Terms of Service. Regardless of whether the Company's reason for blocking, canceling or reversing a transaction ultimately is validated, we are under no obligation to allow you to reinstate a purchase or sale Order at the same price or on the same terms as the canceled transactions.

## 8. COMMISSIONS AND FEES

8.1 The Trade Fees shall consist of, including, but not limited to, the exchange trading fee, WhaleFin service fee and other fees that you have agreed with the Company (the "**Trade Fees**"). You agree to pay our Trade Fees promptly once your Order has been executed.

8.2 The Expected Trade Fees will be provided at our sole discretion and will be displayed on the Order Page (the "**Expected Trade Fees**"). You agree and authorize us to lock corresponding Expected Trade Fees when you order. The actual Trade Fees shall be deducted once the Order is executed completely.

8.3 Although the Company will endeavor to deduct the Trade Fees on a regular basis, the Company's failure to deduct the Trade Fees from your Account at any time you incur those Trade Fees does not waive the Company's right to deduct those Trade Fees from your Account at any time in the future.

8.4 The Company reserves the right to change or waive the rate of Trade Fees and other fees associated with the Services at our sole discretion from time to time while it does not affect the Order that has been previously placed

cancel the Order that has been previously placed.

## 9. PROCEDURES

9.1 You may enter the Order Page on WhaleFin Platform (the "**Order Page**") for the Services you intend to use, which lists the key terms of the Services, including, but not limited to the order type, trading pair, execution price and execution amount.

9.2 You may specify the terms you intend to set in the Services on the Order Page and by clicking "**Purchase**"/"**Sale**" (or other phrases of equivalent meaning) button on the Order Page, you represent that you confirm and accept the terms specified on the Order Page, and you will be directed to the "**Details**":

(a) if the Details shows "**Failed Purchase**"/"**Failed Sale**" (or other phrases of equivalent meaning), it means there is no binding Order executed by and between the Company and you. Such failure may happen due to the Company's rejection of the Order you submitted, computer malfunction, network congestion, market data error or some other reasons. Both Parties understand and agree that no Party shall be liable for such transaction failure and the Company shall have the right to reject any Order at our sole discretion; and

(b) if the Details shows "**Completed Purchase**"/"**Completed Sale**" (or other phrases of equivalent meaning), it means a binding Order is deemed to have been executed by and between you and the Company with the term specified in the Details, and the Company will acquire ownership and title of the Trade Fees immediately.

## 10. NO LIABILITY FOR DATA TRANSMISSION SPEED; OBVIOUS ERROR OF ORDER

10.1 You hereby understand and agree that the Company has no responsibility for the speed or inaccuracy of the data transmission. You agree that if the Company determines that the Order executed by you and the Company contains an obvious error, then the Company shall have the right to cancel the Order at our sole discretion. If the Company cancels the Order, the Company will immediately notify you upon such cancellation and return the corresponding Digital Assets and Trade Fees to your Account if the deduction has already been made.

## 11. ADDITIONAL TERMS

11.1 You acknowledge that through your Account you may also access other products, services or facilities linked through your Account provided by WhaleFin (the "**Other Services**"), and you agree that use of Other Services may be subject to additional terms and conditions separate from this Agreement and by using Other Services through your Account you agree you shall read and understand and agree to be bound those terms and conditions as WhaleFin may impose from time to time (the "**Additional Terms**") should you choose to use those Other Services. In the event there is any conflict between this Agreement and those Additional Terms, those Additional Terms shall govern the terms and conditions in relation to those Other Services.

## 12. OPERATION OF DIGITAL ASSET PROTOCOLS

12.1 We do not own or control the underlying software protocols which govern the



12.1 We do not own or control the underlying software protocols which govern the operation of Digital Assets supported on the WhaleFin Platform. Generally, the underlying protocols are "open source" and anyone can use, copy, modify and distribute them.

12.2 We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality of network operations. You acknowledge and accept the risks that the underlying software protocols relating to any Digital Assets you store on WhaleFin Platform may change.

12.3 In particular, the underlying protocols are likely to be subject to sudden changes in operating rules such as forks. Any such material operating changes may materially affect the availability of the value, functionality and/or the name of the Digital Assets you store on WhaleFin Platform.

12.4 We do not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming changes and you must carefully consider publicly available information and information that may be provided by us in determining whether to continue to transact the Digital Assets. In the event of any such operational changes, we reserve the right to take such steps as may be necessary to protect the security and safety of assets held on the WhaleFin Platform, including temporarily suspending operations for the involved Digital Assets, and other necessary steps.

12.5 We will use our best efforts to provide you with notices of any material operating changes; however, such changes are outside of our control and may occur without our knowledge. We have full discretion to decide not to support any new Digital Assets, forks or other actions in relation to your Digital Assets.

12.6 You acknowledge and accept the risks of operating changes to Digital Assets protocols and agree that the Company is not responsible for operating changes and shall not be liable for any loss of value you may experience as a result of such changes in operating rules underlying those Digital Assets and the Company has no responsibility to assist you with the unsupported Digital Assets on the WhaleFin Platform.

## 13. INDEMNIFICATION

13.1 You agree to indemnify and hold WhaleFin, each of its affiliates and third-party service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives (the "**Indemnified Parties**") harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

- (a) your breach of or our enforcement of this Agreement, WhaleFin Terms of Service, WhaleFin Privacy Policy and any other agreements that you have entered into with us;
- (b) your improper use of your Account and the Services;
- (c) your violation of any law, rule or regulation, or the rights of any third party; and
- (d) any loss resulting from your wilful default, fraud or gross negligence.

Any invalidity, unenforceability, release or discharge of the liability of you to any of the Indemnified Parties shall not affect the liability of any other persons (if any) to the Indemnified Parties.

## 14. OUR LIABILITY

14.1 WhaleFin shall not be liable for any loss arising from:

(a) your failure to complete any transactions due to restrictions or refusal to accept transactions under your Account from third parties, including any banks, merchants or other counterparties, or our refusal for any reason to authorize any transaction;

(b) for any delay or inability on our part to perform any of our obligations under this Agreement because of any Force Majeure Event;

(c) for any damage to or loss or inability to retrieve any data or information that may be related to the Account and the Services hereunder; or

(d) fraud or forgery of any third parties.

14.2 WhaleFin shall not be liable for:

(a) business interruption, loss of revenue or profits, loss of business opportunity, customers or contracts, goodwill, opportunity or anticipated savings whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same; and

(b) any indirect or consequential losses.

14.3 In any event, WhaleFin's total liability to you in respect of the Services under this Agreement shall not exceed the Trade Fees and you agree that you release WhaleFin's liabilities to you under this Agreement as long as WhaleFin returns the Trade Fees to you.

14.4 Notwithstanding anything to the contrary in this Agreement, the obligations and liabilities of WhaleFin will be without recourse to any other Service Providers, or their respective officers, employees, directors, contractors, agents or representatives and you agree not to make any claims against any other Service Providers, or their respective officers, employees, directors, contractors, agents or representatives.

## 15. NO WARRANTY

15.1 THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES THAT IT IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, AND THAT ANY INFORMATION PROVIDED BY YOU WILL BE SECURE AND NOT LOST OR DAMAGED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE IS BORNE BY YOU, TO THE EXTENT SUCH RISK IS NOT DUE TO THE COMPANY'S WILLFUL MISCONDUCT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. NO USE OF THE SERVICES IS

AUTHORIZED HEREUNDER EXCEPT AS PERMITTED UNDER THE AGREEMENT. IN ADDITION, WE MAKE NO REPRESENTATION OF THE WHALEFIN PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## 16. ACKNOWLEDGEMENT

16.1 You understand and acknowledge that the regulatory status of Digital Assets is currently unsettled, varies among jurisdictions and is subject to significant uncertainty. Legislative and regulatory changes or actions relating to Digital Assets at a state or international level may adversely affect or restrict, as applicable, the use, transfer, exchange and value of your Digital Assets, as well as the provision of the services or any of them. The value of Digital Assets may be derived from the continued willingness of market participants to exchange Fiat Money for the Digital Assets, which may result in permanent and total loss of value of a particular Digital Asset should the market for it disappear.

## 17. COMMUNICATIONS WITH YOU

17.1 You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "**Communications**") that we provide in connection with Account and the Services.

17.2 Communications may include:

- (a) terms of use and policies you agree to (e.g. the Agreement and WhaleFin Privacy Policy), including updates to these agreements or policies;
- (b) account details, history, transactions, receipts, confirmations, and any other account or transaction information;
- (c) legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- (d) responses to claims or customer support inquiries filed in connection with Account and the Services.

17.3 Unless otherwise specified in this Agreement, we will provide these Communications to you by posting them on WhaleFin Platform, emailing them to you at your email addresses provided to us, and/or through other electronic communications such as text messages or mobile push notifications, and you agree that such Communications shall be deemed to have been received by you if WhaleFin has delivered them based on the latest information on your profile.

17.4 You are responsible for keeping your contact details (including your email address and telephone number) up to date on your profile in order to receive any Communications we may send to you.

## 18. ELECTRONIC CONTRACTING

18.1 YOUR USE OF THE ACCOUNT AND THE SERVICES PROVIDED BY WHALEFIN INCLUDES



FOR ACCESS OF THE ACCOUNT AND THE SERVICES PROVIDED BY WHALEFIN, RELEASES THE ABILITY TO ENTER INTO AGREEMENTS AND/OR TO MAKE TRANSACTIONS ELECTRONICALLY. YOU AGREE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE WHALEFIN PLATFORM, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. IN ORDER TO ACCESS AND RETAIN YOUR ELECTRONIC RECORDS, YOU MAY BE REQUIRED TO HAVE CERTAIN HARDWARE AND SOFTWARE, WHICH IS YOUR SOLE RESPONSIBILITY.

## **19. TAXES**

19.1 It is your sole responsibility to determine whether, and to what extent, any taxes apply to you, and to withhold, collect, report and remit the correct amount of taxes to the appropriate tax authorities.

19.2 The Company has the right to make any tax withholdings or filings that the Company is required by applicable law to make, but the Company is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

## **20. ASSIGNMENT**

20.1 You may not transfer any rights or obligations you may have under this Agreement unless WhaleFin has provided written consent to the assignment. WhaleFin may assign or transfer to any third party (including, without limitation, to any other corporation that is an affiliate of Service Providers) any of WhaleFin's rights and obligations under the Agreement without your consent or the need to provide you with any prior notice of such assignment or transfer and you irrevocably consent to any such assignment or transfer by WhaleFin.

## **21. CHANGE OF CONTROL OR RESTRUCTURE**

21.1 Without limiting the preceding clause, in the event that WhaleFin or Service Providers is restructured or is acquired, merged or consolidated with another entity, you agree that WhaleFin may transfer or assign the information it has collected from you and our relationship with you (including this Agreement) as part of such restructuring, merger, acquisition or consolidation.

## **22. GOVERNING LAW**

22.1 EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF HONG KONG, WITHOUT GIVING EFFECT TO THE RULES, PRINCIPLES, OR LAWS REGARDING CONFLICTS OF LAW THEREOF.

## **23. DISPUTE RESOLUTION**

23.1 ANY DISPUTE, CONTROVERSY, DIFFERENCE OR CLAIM ARISING OUT OF OR RELATING

TO THIS AGREEMENT, INCLUDING THE EXISTENCE, VALIDITY, INTERPRETATION, PERFORMANCE, BREACH OR TERMINATION THEREOF OR ANY DISPUTE REGARDING NON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR RELATING TO IT SHALL BE REFERRED TO AND SOLELY, EXCLUSIVELY AND FINALLY RESOLVED BY ARBITRATION ADMINISTERED BY THE HONG KONG INTERNATIONAL ARBITRATION CENTRE (HKIAC) UNDER THE HKIAC ADMINISTERED ARBITRATION RULES IN FORCE WHEN THE NOTICE OF ARBITRATION IS SUBMITTED. THE LAW OF THIS ARBITRATION CLAUSE SHALL BE HONG KONG LAW. THE SEAT OF ARBITRATION SHALL BE HONG KONG. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN ENGLISH. ARBITRATION HEREUNDER MAY PROCEED NOTWITHSTANDING THAT ANY PARTY FAILS TO PARTICIPATE IN ACCORDANCE WITH THE HKIAC ADMINISTERED ARBITRATION RULES, PROVIDED THAT PROPER NOTICE OF SUCH ARBITRATION HAS BEEN GIVEN TO SUCH PARTY, AND THE FINAL AWARD OF THE ARBITRAL TRIBUNAL SHALL BE BINDING ON SUCH PARTY NOTWITHSTANDING ITS FAILURE TO PARTICIPATE. THE ARBITRAL AWARD IS FINAL AND BINDING UPON BOTH PARTIES.

## **24. RELATIONSHIP**

24.1 You hereby agree that WhaleFin, in providing the Services, has not acted and is not acting as a fiduciary or a professional advisor of you and has not provided (or hold itself out as providing) to you recommendations or advice with respect to particular investment decisions or advice of any other nature.

## **25. OTHER VERSIONS OF THE AGREEMENT**

25.1 In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.

## **26. THIRD PARTY RIGHTS**

26.1 Except for any Indemnified Parties, a person who is not a party to this Agreement may not enforce any of these terms and conditions. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability, or terminate any of the terms of this Agreement. For the purpose of this Agreement, any references to WhaleFin shall include their successors and assigns.

## **27. INSTRUCTIONS FROM YOU**

27.1 Where any transaction is initiated from your Account using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise. We shall not be liable for any loss or damage suffered as a consequence of our acting on or acceding to any such instruction or request.

27.2 Notwithstanding the foregoing sentence, we may but shall not be obliged to accept and act on any instruction or request whether given by mail, electronic mail, facsimile transmission or through the telephone, and if WhaleFin or our officers, employees, agents or representatives suspect your Account might have been stolen or any transaction has not been authorized by you, we may suspend your Account and make further inquiries. You agree

been authorized by you, we may suspend your Account and make further inquiries. You agree that WhaleFin shall not be liable for any losses due to such suspension.

## 28. ANY FAILURE TO EXERCISE RIGHTS

28.1 Any delay or failure by us to exercise our rights and/or remedies under this Agreement or under any Account does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

## 29. AMENDMENT AND WAIVERS

29.1 The Company may amend or modify the Agreement at any time by posting the revised agreement on the WhaleFin Platform and/or providing a copy to you (the "**Revised Agreement**"). If you continue to use your Account and services under this Agreement after the Revised Agreement is posted on the WhaleFin Platform or provided to you, you shall be deemed to have accepted the Revised Agreement and such Revised Agreement shall be binding on you. If you do not wish to accept the Revised Agreement, please notify us as promptly as possible.

29.2 We may not be able to continue providing services to you if you do not accept the Revised Agreement.

## 30. ENFORCEABILITY

30.1 If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

## 31. TITLES AND SUBTITLES

31.1 Titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

## 32. ENTIRE AGREEMENT

32.1 This Agreement (including documents incorporated by reference herein) comprise the entire understanding between you and WhaleFin as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and WhaleFin.