

## **Risk Disclosure & Disclaimer**

PRIMEX PTY LTD ACN : 626539071(referred to as 'Company', 'we', 'us' or 'our'), Trading As Infinitex, Our Company is a third party platform for "Internet service provision", actions such as holding, buying and selling or trading of digital currency on the platform. Infinitex owns and operates the Website at <https://www.infinitex.com.au> (Website) and provides the services.

Trading cryptocurrency involves a high degree of risk and volatility. Please note that not all investors are suitable to perform actions of holding, buying and selling or trading digital currency. Our services are suitable for the customers who fully understand the risks associated with such services and products. It is suggested that don't trade if you can't afford to lose, you should ensure that you have carefully considered the risks involved, and seek independent advice if necessary.

Further information relating to the risks associated with our services are outlined in the Risk Disclosure Statement and Terms and Conditions of Use, you must ensure that you read and understand these documents prior to opening an account.

### **Risks Disclosure Statement**

Prior to investing in digital currency or otherwise using services of this website, you shall be aware of the risks including, but not limited as follows:

1. **Market risks:** Please note that due to market impacts, the value of the digital currencies may be affected significantly with a wide range of factors (such as market volatility; market sentiment; movements in interest rates; domestic and international economic conditions, which generally affect business earnings; political events, war, natural events; and changes in government, monetary policies, taxation and other laws and regulations) It is unpredictable and uncertainty in the change of an asset's value. You must be highly cautious when buying, selling, acquiring, trading, or holding digital currencies.
2. **Liquidity and trading risks:** Please note that there may be significant differences in market liquidity among digital currencies. If market trading volume is scarce, its volatility may increase. The existing digital currency exchange markets may continue to exist in the future, however, they may stop operating and no longer exist. The value of digital currency is volatile and you are responsible for carefully assessing your personal conditions to avoid the potential losses in your investment in digital currencies.
3. **Legal risks:** The legal status of digital currency may be uncertain in Australia. It is your responsibility to consult a lawyer or professional advisor to understand the legal status and tax treatment of holding, investing in or trading digital currency, and you are solely responsible for complying with all relevant legal and tax requirements.
4. **Counter-party risks:** The storage of digital currency in the custody of any third party may cause some risks, including but not limited to security breaches, contractual default risk and risk of losses.

5. Cybersecurity risks: All information technology systems, personal computers, mobile phones and/or websites may be compromised or unauthorised accessed by malicious hackers, viruses, Trojan Horse, computer codes or other means. Although we take all reasonable measures to prevent the risks, we do not guarantee that risks can be fully controlled or avoided. In addition, we do not exercise control over the computers, mobile phones or terminals you use to access our website; you are solely responsible for ensuring that your computers, mobile phones or terminals are safe at all times.
6. Online and electronic transaction risks: Please note that delays or failures of the transactions may occur caused by computer equipment, hardware, software, and internet connection.

## **Disclaimers**

This Risk Disclosure and Disclaimer (hereinafter referred to as “this Disclaimer”) is merely a brief introduction to a part of the risks you may encounter during the process of holding, buying and selling or trading of digital currency; however, this Disclaimer cannot itemise all risks and each and every relevant aspect. The risk disclaimer is meant to inform the user of the potential financial risks of engaging in holding, buying and selling or trading digital currency. It should be read in conjunction with the Risk Statement and Disclosures contained in the Terms and Conditions of Use .

### **1. We are not an investment or trading adviser**

Infinitex is not an investment or trading adviser. You should consider seeking independent legal, financial, taxation or other advice to check how the website information relates to your unique circumstances. It is suggested that before holding or trading any digital currency, you must consider all relevant factors, including but not limited to your personal investment objectives, investment experience and your risk-taking ability.

### **2. Copyright**

The information contained in this website is the property of PRIMEX Pty Ltd. This information is provided for your personal use only and should not be distributed or transmitted to any third party, in whole or in part, without the prior written consent of PRIMEX Pty Ltd.

### **3. Accuracy of information**

This website does not guarantee the accuracy or completeness of any information supplied, and the errors including technical inaccuracies may occur. As a result, the Company is not responsible for any information, content or services on this website, any third party data or any information, content or services on any third party websites. You hereby confirm and consent to any decision Infinitex makes against you, all information shall be verified by yourself to be taken as the basis of your judgment or investment, and you shall be liable for all investment results.

### **4. Limitation of liability**

The Company guarantees neither uninterrupted services nor the promptness and security of its services. The Company shall not be responsible for liability not caused by the Company. We are not liable for any loss caused, whether due to negligence or otherwise arising from the use of, or reliance on, the information provided directly or indirectly, by use of this website.

The Company shall not be liable for, and you agree not to hold or seek to hold or any of its agents or services providers liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects.

In addition, the Company shall not be legally liable for errors, insults, slanders, inactions, obscenity, pornography or blasphemy caused by third parties that you may encounter in the course of using the platform and accepting this service.

## 5. Disputes resolution

Infinitex and Users (Parties) agree to use best endeavours to resolve in good faith any disputes or claims concerning this Agreement. If the Parties cannot resolve the dispute or claim, the Parties must try to resolve it by mediation administered by the Australian Commercial Dispute Centre according to its Mediation Guidelines before starting court proceedings (except for urgent injunctive or declaratory relief).

## 6. Compliance with law

When a competent authority such as law enforcement agency or court produces the corresponding investigation documents and demands the Company provide your personal information to assist in the investigation, or to seal, freeze or perform other measures to your account, if the Company assists in providing the corresponding data or performing the corresponding operations on demand and thus causes any leakage of your privacy or personal information, account inoperability and any losses caused by the aforementioned, the Company shall not be responsible.

The products and services referred to in this Website shall only be applicable to countries/regions in which the same may be legally provided by the Company. You shall ensure understanding to and compliance with the relevant applicable restrictions, and shall solely be responsible for verifying if the law of your jurisdiction shall permit your browsing of this website

## Language

We may, at our option, offer the content on the website in multiple languages. The English language version shall prevail in the event of any conflict between a different language version and the English version.

## Contact Us

If you have any query regarding this Risk Disclosure & Disclaimer, please contact us through: [support@infinitex.com.au](mailto:support@infinitex.com.au).

If you wish to make a complaint, please contact us in the first instance at : [support@infinitex.com.au](mailto:support@infinitex.com.au) and we will endeavour to deal with your request as soon as possible.