

# TERMS AND CONDITIONS

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THE DIGITAL ASSET MARKET IS NEW AND UNPROVEN AND MAY EXPERIENCE FREQUENT PRICE VOLATILITY DUE TO A VARIETY OF FACTORS, INCLUDING WITHOUT LIMITATION (I) THE INSIGNIFICANT USE OF DIGITAL ASSETS IN THE RETAIL AND COMMERCIAL MARKETPLACE IN COMPARISON TO RELATIVELY SIGNIFICANT USE BY SPECULATORS AND (II) THE LACK OF ASSURANCE THAT A PERSON OR INSTITUTION WHO ACCEPTS DIGITAL ASSETS AS PAYMENT TODAY WILL CONTINUE TO DO SO IN THE FUTURE. SUCH PRICE VOLATILITY MAY ADVERSELY AFFECT AN INVESTMENT IN DIGITAL ASSETS; THEREFORE, PRIOR TO USING THE WEBSITE, PLEASE EVALUATE THE MERITS AND RISKS OF THE INVESTMENT AND ENSURE ABILITY TO BEAR THE ECONOMIC RISK OF LOSING YOUR ENTIRE INVESTMENT IN A SHORT PERIOD OF TIME.

FINTROPY is a digital asset platform supported by and proprietary to the Company.

These Terms govern access to and use of the Internet platform at

- <https://fintropy.io/> - Landing Page
- <https://preview.fintropy.io/> - dApp

websites and related smart contracts as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Website", "FINTROPY"). Use of the words "we," "us," or "our" in these Terms refers to the Company and any or all of its affiliates.

By accessing the Website through mobile devices, API or other connectivity channels offered by the Company, signing up to FINTROPY and/or opening an account or using FINTROPY you agree to be bound by these terms and conditions between you and the Company, including any revisions from time to time as may be published by FINTROPY ("Terms"). You acknowledge and agree that it is your responsibility to review these Terms periodically and become aware of any modifications thereto (if any) that may be made by the Company from time to time. PLEASE READ THESE TERMS CAREFULLY and please do not visit, access, or use FINTROPY, or sign up or open an account with FINTROPY if you disagree with any of these Terms.

By electronically assenting to these Terms, you (a) are indicating that you have read and understand these Terms, and agree to be legally bound by such Terms and (b) represent and warrant that you have the authority to act on behalf of yourself and any entity or individual you represent. Please also note that there may be specific terms or conditions applicable to you as a user in a given jurisdiction, as detailed herein.

## 1. FINTROPY AND SERVICES

1.1. The Company has created and supports the platform FINTROPY that includes domains <https://fintropy.io/> (Landing Page), <https://preview.fintropy.io/> (dApp).

FINTROPY allows individual investors to invest in portfolios of liquid crypto-assets.

Portfolios are formed by the users-portfolio managers. Decisions to form specific portfolios are made solely by users of this kind. Formed portfolios are tokenized, and willing investors can buy these tokens. The token can be sold by the owner either via the platform or directly to third parties.

FINTROPY from his side provides managers with a dashboard with market information. The FINTROPY also issues tokens called "FINT" used to pay commissions (if applicable) and for other purposes.

- 1.2. Our Service does not store, send, or receive Digital Assets. Any transfer of Digital Assets occurs within the supporting blockchain and not on this Service, as such transfers are generally not reversible or cancelable. NOTHING ON THE FINTROPY WEBSITE OR PLATFORM SHOULD BE CONSIDERED AS AN OFFER BY THE COMPANY TO SELL OR SOLICITATION OF ANY OFFER TO BUY DIGITAL ASSETS.
- 1.3. You use the Website features at your own risk, and the Company, and our affiliates, employees, clients will not be liable to you for any losses that you may sustain as a result of your use of such features. You should not make any transactional decision without first conducting your own research. You are solely and exclusively responsible for determining whether any transaction, or strategy, or any other product or service is appropriate or suitable for you based on your own objectives and personal and financial situation.
- 1.4. You acknowledge and agree that the Company may modify part or all of FINTROPY or the Platform services without notice.
- 1.5. FINTROPY does not directly accept fiat currency.
- 1.6. **MAINTENANCE, DOWNTIME OR STOPPAGE OF SERVICES**

You acknowledge and agree that part of or all the Website may be periodically unavailable during scheduled maintenance, unscheduled downtime, or other stoppage of services (collectively, "Stoppages"). You acknowledge and agree that the Company shall not be liable for any inconvenience or damage to you as a result of Stoppages. Following Stoppages, when services resume, you acknowledge that the prevailing market prices may differ significantly from the prices prior to such Stoppages.

## 2. LEGALLY BINDING AGREEMENT

- 2.1. By clicking or tapping any button or box marked "accept," "agree" or "OK" (or a similar term) in connection with this Agreement, or by accessing or using the Website, you agree that by accessing the Website, you have read, understood, and agree to be bound by all these Terms and Conditions. If you do not agree with all these Terms and Conditions, then you are expressly prohibited from using the Website and you must discontinue use immediately.
- 2.2. Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.
- 2.3. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.
- 2.4. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Website after the date such revised Terms and Conditions are posted.

- 2.5. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.
- 2.6. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 2.7. Kindly print and keep a copy of these Terms. The Company reserves the right to change any of these Terms at any time, and in such event, the latest version of these Terms will be published by FINTRROPY at <https://fintropy.io/en/terms-of-service>.

### 3. PRIVACY

- 3.1. Our Privacy Policy is a part of this Terms. Please review our Privacy Policy hier [https://preview.fintropy.io/privacy\\_policy](https://preview.fintropy.io/privacy_policy), which also governs the Website and informs users of our data collection practices.

#### 3.2. COOKIES

When you access FINTRROPY, we may make use of the standard practice of placing tiny data files called cookies, flash cookies, pixel tags, or other tracking tools (herein, "Cookies") on your computer or other devices used to visit FINTRROPY. Cookies are small bits of information that are automatically stored on the web browser of your device that can be retrieved by us. The type of information we collect includes, but is not limited to, uniquely identifying visitor information and information related to your usage preferences. We use these technologies to help us recognise you as a user, collect information about your use of FINTRROPY to better customise our services and content for you, and collect information about your computer or other access devices to (i) ensure compliance with our Compliance Program and (ii) ensure that your account security has not been compromised by detecting irregular or suspicious account activities. By using FINTRROPY, you acknowledge and agree that we may collect and/or transmit any data collected from you via the Cookies to any FINTRROPY Service Provider, such as analytics providers, which may also make use of such information collected. If you block or delete Cookies, we may not be able to provide you with all of the Platform services. If you do not consent to the placing of Cookies on your device, please do not visit, access, or use FINTRROPY.

- 3.3. You acknowledge and agree that we may use third-parties to gather, review, and transmit your data and activity. By using FINTRROPY, you agree to grant such third-party providers the right, power, and authority to access and transmit your data, activity, and personal and financial information.
- 3.4. FINTRROPY may link to other websites operated by or with content provided by third parties, and such other websites may link to our website. You acknowledge and agree that FINTRROPY has no control over any such other websites or content and will have no liability arising out of or related to such other websites or content. The existence of any such links does not constitute an endorsement of such websites or Content. FINTRROPY is providing these links to you only as a convenience.
- 3.5. An information provider is any company or person who directly or indirectly provides us with information ("Information Provider"). Such information could include, but is not limited to, overall market data from exchanges, markets, dealers, and/or miners of Digital Assets. The third-party information we may provide through the Website has been obtained from Information Providers and sources we believe are reliable; however, we cannot guarantee

that this information is accurate, complete, timely, or in the correct order. The information belongs to the Information Providers. You may use this information only for your own benefit.

## **4. ACCESSIBILITY**

- 4.1.** You may be required to register with the Website. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.
- 4.2.** By using the Website, you represent and warrant that:
  - (a) all registration information you submit will be true, accurate, current, and complete;
  - (b) you will maintain the accuracy of such information and promptly update such registration information as necessary;
  - (c) you have the legal capacity and you agree to comply with these Terms and Conditions;
  - (d) you are at least 18 years old and not a minor in the jurisdiction in which you reside;
  - (e) you will not access the Website through automated or non-human means, whether through a bot, script, or otherwise;
  - (f) you will not use the Website for any illegal or unauthorized purpose;(8) your use of the Website will not violate any applicable law or regulation.
- 4.3.** If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).
- 4.4.** Our Website services are not offered to any national, citizen, permanent resident of the country or region where digital asset trading is banned by the country's own regulation.
- 4.5.** By using the Website, you acknowledge and understand that laws regarding digital assets may vary from jurisdiction to jurisdiction, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your jurisdiction with regard to the use of our Website. For the avoidance of doubt, the ability to access the Website does not necessarily mean that the Website, or your activities through it, are legal under the laws, regulations or directives relevant to your jurisdiction. All of our Website or the services made available through the Website may not be available to all users, and we reserve the right to assess or reassess at any time your eligibility to use all or part of the Website. The Website does 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.

## **5. YOUR FINTROPY ACCOUNT**

### **5.1. ACCOUNT OPENING**

By opening a FINTROPY user account ("FINTROPY Account") you hereby authorise the Company, or a third-party service provider, to take all measures necessary to verify and authenticate your identity, confirm the bank account information you submit (if applicable), and to take any action we deem necessary based on the results. By opening a FINTROPY Account on behalf of an entity or institution, you represent and warrant that

you are a beneficial owner and/or designated representative of the said entity or institution and are authorized to open such account(s) on behalf of such entity or institution.

- 5.2. ACCOUNT ACCESS** You agree that your FINTRROPY Account login credentials and other required forms of authentication (where applicable) chosen by you shall be kept confidential and separate from each other, as well as separate from any other information or documents relating to your FINTRROPY Account. You also agree to be solely responsible for maintaining the security of your FINTRROPY Account login credentials and other required forms of authentication. The Company is not responsible for any unauthorised use of your FINTRROPY Account. You are responsible for monitoring your FINTRROPY Account. If you notice any unauthorised or suspicious activity in your account, please contact [info@fintropy.io](mailto:info@fintropy.io) immediately.

**5.3. ACCOUNT COMMUNICATION**

You understand and agree that all communication with you will be via email. We will use the email address on record for your FINTRROPY Account as our primary means of communicating with you. To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address on record is considered valid, and will be deemed to have been acknowledged as authorized, correct, approved, and confirmed by you unless we have received written notice to the contrary within three business days from the date the communication was sent. If any email communication is returned as undeliverable, the Company retains the right to block your access to FINTRROPY until you provide and confirm a new and valid email address.

**5.4. ACCOUNT CLOSURE**

You may close any of your accounts at any time. For the avoidance of doubt, closing an account will not affect any rights and obligations incurred prior to the date of such account closure. You may be required to either cancel or complete all open orders and fulfill all commitments made. You are responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, legal fees or transfer costs of the Digital Assets) associated with the closing of your account. In the event that the costs of closing of your account exceed the value in your account, you will be responsible for reimbursing us.

## **6. COMPLIANCE WITH LAW**

- 6.1.** You are responsible for complying with applicable law. You agree that we are not responsible for determining whether or which laws may apply to your Transactions, including tax laws. You are advised to consult an attorney regarding the legality of any activities on the Site. You are solely responsible for reporting and paying any taxes arising from your use of the Site and participation in any Transaction.
- 6.2.** The regulatory regime governing blockchain technologies, cryptocurrencies, and Digital Assets is uncertain. New regulations or policies may materially (adversely) affect the development of the Digital Assets. You are advised to consult with legal counsel regarding the Website's contents in your jurisdiction.
- 6.3.** You acknowledge and agree that the information and services provided by FINTRROPY are not provided to, and may not be used by, any individual or institution in any jurisdiction where the provision or use thereof would be contrary to (a) any Applicable Laws and Regulations, (b) the rules or regulations of any governmental authority or regulatory organisation, or (c) where FINTRROPY is not authorised to provide such information or services, as FINTRROPY may not be available in all jurisdictions.

#### **6.4. SOURCE OF DIGITAL ASSETS**

You agree, represent, and warrant that all Digital Assets in your FINTROPY Account, or Digital Assets exchanged or to be exchanged by you on FINTROPY, are not the direct or indirect proceeds of any criminal or fraudulent activity.

#### **6.5. INSURANCE**

Deposits in your Digital Asset Account are not insured.

#### **6.6. TAXES**

It is your sole responsibility to determine whether, and to what extent, taxes apply to any transactions you conduct through the Platform, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

### **7. DIGITAL ASSETS**

**7.1.** As used herein, "Digital Asset" means a digital asset (also called a "crypto assets", "cryptocurrency", "virtual currency", "digital currency", or "digital commodity"), such as bitcoin, ether or other tokens, which is based on the cryptographic protocol of a computer network that may be (i) centralised or decentralised, (ii) closed or open-source, and (iii) used as a medium of exchange and/or store of value.

#### **7.2. DIGITAL ASSETS NETWORKS**

The Company does not own or control the underlying software protocols or cryptographic protocols of Digital Asset Networks which govern the operation of Digital Assets. These underlying protocols are generally open-source and anyone can use, copy, modify, distribute them. You acknowledge and agree that: (i) the Company is not responsible for the operation of the underlying protocols, and (ii) the Company makes no guarantees regarding their security, functionality, or availability of such Digital Asset Networks.

#### **7.3. SUPPORTED NETWORKS**

You acknowledge and agree that we support certain Digital Asset Networks on the Website (each, a "Supported Network"). The list of Supported Networks (including, without limitation Ether, Polygon, etc.) will be made available on the Website from time to time. We reserve the right to amend the list of Supported Networks at our sole discretion, which will take effect immediately upon such time as we may prescribe.

#### **7.4. SUPPORTED DIGITAL ASSETS**

You acknowledge and agree that we support certain Digital Assets of Supported Networks on the Website (each, a "Supported Digital Asset"). Please regularly check the FINTROPY website for the latest information with respect to Supported Digital Assets. Digital Assets of an unsupported Digital Asset Network or Digital Assets that operate "on top of", or are derived from, or based or developed on a Supported Network, unless explicitly named herein, are not considered Supported Digital Assets (each, an "Unsupported Digital Asset").

### **8. MISCELLANEOUS**

#### **8.1. CONFIDENTIALITY**

You agree that the information contained in your FINTROPY Account is confidential and intended only for you. In addition, and for the avoidance of doubt, you agree and understand that we share information concerning you and your accounts as follows:

- (i) with our third-party service providers that we use or may use to process Digital Assets in connection with the FINTROPY services contemplated by these Terms, in accordance with our ordinary business operations;
- (ii) with appropriate governmental, state or federal regulatory authorities, and self-regulatory organisations; and
- (iii) in response to a court or government order.

We may also disclose information about you and your accounts to any FINTROPY service provider in accordance with Applicable Laws and Regulations, these Terms, our Privacy Policy, and customary banking practices. Lastly, you agree that we may obtain and use such information as may be necessary for legitimate business needs in connection with the operation of FINTROPY.

## **8.2. PROPRIETARY RIGHTS AND LIMITATIONS ON USE**

- 8.2.1. Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Netherlands and EU, foreign jurisdictions, and international conventions. Nothing contained in these Terms should be construed as granting any license to or right to use any of the FINTROPY IP displayed here without our express written consent. Any unauthorised use of the FINTROPY IP is strictly prohibited.
- 8.2.2. FINTROPY and the FINTROPY logo (whether registered or unregistered) are proprietary marks licensed to the Company and protected by applicable trademark laws. The Content and the Marks are provided on the Website "AS IS" for your information and personal use only.
- 8.2.3. Except as expressly provided in these Terms, no part of the Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 8.2.4. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

## **8.3. FORCE MAJEURE**

You acknowledge and agree that in no event shall we be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our or any FINTROPY Service Providers' reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control including cyber security attacks, pandemics, or other events or incidents.

#### **8.4. ENTIRE AGREEMENT and RELATIONSHIP OF THE PARTIES**

- 8.4.1. These Terms and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.
- 8.4.2. These Terms do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and the Company.
- 8.4.3. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from these Terms is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms. These Terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

#### **8.5. ASSIGNMENT**

- 8.5.1. These Terms, or your rights and obligations hereunder, may not be transferred by you, without the prior written consent of the Company. Any attempted transfer or assignment by you in violation hereof shall be null and void.
- 8.5.2. These Terms or rights and obligations hereunder may be assigned by the Company without restriction (without having to seek your prior consent). These Terms shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

#### **8.6. SEVERABILITY**

If any provision or portion of these Terms is found to be invalid, unlawful or unenforceable to any extent, such provision will be enforced to the maximum extent permissible by the applicable law so as to affect the intent of the Parties, and the remainder of these Terms will continue in full force and effect.

#### **8.7. SURVIVAL**

All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, sections pertaining to suspension or termination, debts owed, general use of the Website, intellectual property and proprietary rights, disputes with us, and general provisions, shall survive the termination or expiration of these Terms.

#### **8.8. HEADINGS**

Section headings in these Terms are for convenience only, and do not govern the meaning or interpretation of any provision of these Terms.

#### **8.9. ENGLISH LANGUAGE PREVAILS**

Notwithstanding any other provision of these Terms, any translation of these Terms, if there are any, is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language. In the event of conflict or ambiguity between the English language version and translated versions of these terms, the English language version shall prevail. You acknowledge and agree that you have read and understood the English language version of these Terms.

#### **8.10. COMPLAINTS**

If you would like to lodge a complaint, please contact our Customer Support Team by email at [info@fintropy.io](mailto:info@fintropy.io) using the email address on record for your FINTROPY Account.

#### **8.11. WRITTEN NOTICE**



If we send an email to the email address on record for your Fintropy Account, you agree and understand that this constitutes 'written notice' from us to you. If you email [info@fintropy.io](mailto:info@fintropy.io), this constitutes 'written notice' from you to us. For all notices made by email, the date of receipt is considered to be the date of transmission.

**8.12. NON-WAIVER OF RIGHTS**

These Terms shall not be construed to waive rights that cannot be waived under Applicable Laws and Regulations, including applicable state money transmission laws in the state where you are located. In addition, our failure to insist upon your strict compliance with any term or provision of these Terms shall not be construed as a waiver for you to not comply with such term or provision.

**8.13. SUBMISSIONS TO FINTRROPY**

We cannot agree to obligations of confidentiality or nondisclosure with regard to any unsolicited information you submit to us, regardless of the method or medium chosen. By submitting information or materials to us or any FINTRROPY Service Provider, you or anyone acting on your behalf, agree that any such information or materials will not be considered confidential or proprietary.

**8.14. CHANGES TO THE TERMS**

We reserve the right to change these Terms at any time. We may give notice by posting the updated Terms on the Website or by any other reasonable means. You can review the most current version of these Terms at any time. These Terms in effect at the time of your use of the Website apply. Updated versions of the Terms are binding on you with respect to your use of the Website on or after the date indicated in the updated Terms. If you do not agree to the updated Terms, you must stop using the Website. Your continued use of the Website after the date of the updated Terms will constitute your acceptance of the updated Terms.

There may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to the Website, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website at any time, without prior notice.

**8.15. GOVERNING LAW**

These Terms and your access to and use of the Website, your rights and obligations, and all actions contemplated by, arising out of or related to these Terms shall be governed by the laws of the Netherlands as if these Terms is an agreement wholly entered into and wholly performed within the Netherlands, without regard to its conflict of law principles that would cause the application of the laws of any other jurisdiction. Application of the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms and Conditions.

**8.16. DISPUTE RESOLUTION**

- 8.16.1. We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to [info@fintropy.io](mailto:info@fintropy.io) so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below.
- 8.16.2. Any dispute arising out of or in conjunction with this Agreement, including any questions regarding its existence, validity, or termination, shall be finally resolved in the court of the city of Amsterdam, the Netherlands. The Parties hereby consent to and

waive all defences of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such court.

## **9. DISCLAIMER AND INDEMNITIES**

- 9.1.** We endeavour to provide you with reliable service. From time to time, interruptions, errors or other deficiencies in service may occur due to a variety of factors, some of which are outside of our control. These factors can contribute to delays, errors in service, or system outages. You may experience difficulties in accessing the FINTROPY services.
- 9.2.** We have put in a great deal of effort to deliver you the Website and we hope you find it valuable, but there are certain things we can't promise about them. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE AND ANY SITE CONTENT IS AT YOUR SOLE RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS ("THE COMPANY PARTIES") MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, ABOUT THE SITE OR SITE CONTENT. THE SITE AND SITE CONTENT ARE PROVIDED "AS IS." THE COMPANY DOES NOT WARRANT THAT: (1) THE OPERATION OF THE SITE OR SITE CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE; (2) THE FUNCTIONS CONTAINED IN THE SITE OR SITE CONTENT WILL BE ACCURATE OR MEET YOUR REQUIREMENTS; OR (3) ANY DEFECTS IN THE SITE OR SITE CONTENT WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.
- 9.3.** IN NO EVENT WILL WE or any of our subsidiaries, affiliates, and all of our respective officers, agents, partners, directors, and employees BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES in connection with these Terms or arising from your use of the Website, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.4.** In no event shall we or any of our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees be liable for any act, omission, error of judgment, or loss suffered by you in connection with these Terms or your use or attempted use of the Website. You agree to indemnify and hold us and all our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, harmless from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable legal fees), claims, disbursements or actions of any kind and injury (including death) arising out of or relating to - including but not limited to - (i) your use of the Website, (ii) breach of these Terms, (iii) any breach of your representations and warranties set forth in these Terms and Conditions, (iv) your failure to secure and keep confidential your login credentials for your FINTROPY Account, (v) your violation of the rights of a third party, including but not limited to intellectual property rights; or (vi) any overt harmful act toward any other user of the Website with whom you connected via the Website.

- 9.5.** You agree to waive any statute or doctrine applicable to you which has the effect of excluding from the scope of a general release claims, which a creditor does not know or suspect to exist in his or her favor at the time of agreeing to such general release.
- 9.6.** Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.
- 9.7.** The prices of Digital Assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Digital Assets, which may also be subject to significant price volatility.