

CUSTOMER AGREEMENT

This Customer Agreement (the "Agreement") is entered into on the date of acceptance by the Customer (as defined below) and is a legally binding contract between Passivo LTD, a company incorporated in Seychelles, having its registered office at [Address], Seychelles ("Passivo") and you or the entity you represent ("Customer" or "You").

By clicking "I Agree" or by accessing or using any services provided by Passivo (the "Services"), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, you are not permitted to use the Services.

1. Services

1.1 Passivo provides a platform for the Customer to trade and invest in various cryptocurrencies and digital assets (collectively, "Digital Assets").

1.2 Passivo reserves the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that Passivo will not be liable for any modification, suspension, or discontinuance of the Services or any part thereof.

2. Account Registration and Verification

2.1 To access the Services, the Customer must create an account with Passivo (the "Account") by providing accurate, current, and complete information about the Customer, as prompted by the registration process, and maintain the accuracy and completeness of such information.

2.2 The Customer must be at least 18 years old or the age of majority in their jurisdiction of residence, whichever is older, to create an Account and use the Services.

2.3 Passivo reserves the right to require the Customer to provide additional information for verification purposes and suspend or terminate the Customer's access to the Services if the Customer fails to provide such information upon request.

3. Customer Responsibilities

3.1 The Customer is responsible for maintaining the confidentiality of their Account credentials, including the password and any two-factor authentication mechanisms, and for any activities that occur under their Account.

3.2 The Customer must promptly notify Passivo of any unauthorized use of their Account or any other security breaches related to the Services.

3.3 The Customer represents and warrants that they will not use the Services to engage in any illegal activities, including but not limited to money laundering, financing of terrorism, or fraud.

4. Risk Disclosure

4.1 The Customer acknowledges and agrees that trading and investing in Digital Assets involve substantial risks, including the potential for complete loss of principal, and are not suitable for all investors.

4.2 The Customer is solely responsible for determining the appropriateness of using the Services and assumes all risks associated with the use of the Services, including but not limited to price volatility, regulatory changes, and technological risks.

5. Fees

5.1 Passivo may charge fees for the Services as described on its website or as otherwise communicated to the Customer.

5.2 Passivo reserves the right to change its fee structure at any time and will provide notice of any changes by updating the information on its website or through other appropriate means of communication.

6. Limitation of Liability

6.1 To the maximum extent permitted by applicable law, in no event shall Passivo or its affiliates, officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, or any other damages arising out of or in connection with this Agreement or the Services, even if Passivo has been advised of the possibility of such damages.

7. Indemnification

7.1 The Customer agrees to indemnify, defend, and hold harmless Passivo and its affiliates, officers, directors, employees, and agents from



1 / 1

schreibe weiter

1 / 1

agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Customer's access to, use of, or violation of this Agreement or the Services.

8. Termination

8.1 This Agreement shall remain in effect until terminated by either party. The Customer may terminate this Agreement by closing their Account and ceasing to use the Services. Passivo may terminate

this Agreement, in its sole discretion, at any time without prior notice to the Customer, by suspending or closing the Customer's Account.

8.2 Upon termination of this Agreement, the Customer must immediately cease using the Services, and any outstanding obligations of the Customer to Passivo must be satisfied.

9. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by and construed in accordance with the laws of Seychelles, without regard to its conflict of laws principles.

9.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be resolved by arbitration in Seychelles, in accordance with the rules of the Seychelles International Arbitration Centre. The language of the arbitration shall be English.

10. Miscellaneous

10.1 This Agreement, along with any other terms and policies referenced herein, constitutes the entire agreement between Passivo and the Customer with respect to the Services and supersedes all prior agreements, understandings, and communications, whether oral or written.

10.2 The Customer may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Passivo. Passivo may assign or transfer this Agreement, in whole or in part, without the Customer's consent.

10.3 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 The failure of Passivo to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

10.5 Passivo may amend or modify this Agreement at any time by posting the amended or modified Agreement on its website or providing notice to the Customer through other appropriate means. The Customer's continued use of the Services following such amendment or modification shall constitute acceptance of the revised Agreement.

By clicking "I Agree" or by accessing or using the Services, the Customer acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.