### Terms of Use for ParaaCrypto

Effective Date: 16th January 2025

Welcome to ParaaCrypto, a platform dedicated to providing secure and innovative cryptocurrency trading and investment solutions. These Terms of Use (hereinafter referred to as the "Terms") constitute a legally binding agreement between you (the "User") and ParaaCrypto regarding your access to and use of the ParaaCrypto platform (the "Platform"). The Platform encompasses our website, mobile applications, and any other related services or features offered by ParaaCrypto (collectively referred to as the "Services"). These Terms outline the rights, obligations, and responsibilities of both ParaaCrypto and the Users, ensuring a clear understanding of the conditions under which the Services may be utilized. By accessing, browsing, or registering an account to use the Services, you confirm your acceptance of these Terms in their entirety. This agreement forms the foundation of your engagement with ParaaCrypto, including activities such as trading, wallet management, and systematic investment plans. It is essential to read and comprehend these Terms before proceeding with any transactions or activities on the Platform.

Your continued access and usage signify your understanding and agreement to adhere to these Terms. If you disagree with any portion of these Terms, or if you are unable to comply with the conditions set forth, you are prohibited from accessing or using the Services in any capacity. ParaaCrypto reserves the right to update or modify these Terms periodically to reflect changes in regulatory requirements, business operations, or the introduction of new features. Any changes will be communicated to Users via the Platform, and your continued use of the Services after such updates constitutes your acceptance of the revised Terms. Therefore, it is recommended that you review these Terms regularly to remain informed of your rights and obligations. Your engagement with ParaaCrypto signifies not only your acknowledgment of these Terms but also your commitment to utilizing the Platform responsibly, ensuring compliance with applicable laws, and fostering a secure and transparent trading environment for all Users.

As a User, you acknowledge and agree that you are aware of the risks associated with transactions of digital assets and their derivatives and that you shall assume all risks related to transactions related to the same. Under any circumstances, ParaaCrypto will not be liable for any such risks or adverse outcomes that consequently follow while trading of cryptocurrency on the ParaaCrypto Platform by a User. You must read these Terms and Key Terms of Products, in conjunction with our Privacy Policy which governs the collection and processing of personal data, and the know your customer (KYC) policy which sets out the terms regarding identity verification of our Users and the procedures followed for identification and reporting of prohibited/illegal activities.

### 1. Acceptance of Terms

By registering for an account, accessing, or using the Services provided by ParaaCrypto, you explicitly affirm and acknowledge that you meet the eligibility criteria set forth in these Terms. Specifically, you confirm that you are at least 18 years of age or the age of majority as defined in your jurisdiction, whichever is higher, and that you possess the legal capacity to enter into binding agreements under applicable laws.

This requirement ensures that only individuals who are legally capable of making informed decisions and assuming contractual obligations engage with the Platform.

Furthermore, by using the Services, you agree to comply fully with all applicable laws, regulations, and guidelines governing your activities on the Platform. This includes, but is not limited to, adherence to laws pertaining to Anti-Money Laundering (AML), Counter-Terrorism Financing (CFT), tax compliance, and any other relevant regulatory frameworks specific to your jurisdiction. You are responsible for ensuring that your use of ParaaCrypto aligns with the legal requirements of your location, as well as international standards, where applicable.

By accepting these Terms, you also agree to refrain from engaging in prohibited activities, such as fraud, money laundering, or any other illicit practices. ParaaCrypto maintains a zero-tolerance policy for unlawful conduct and reserves the right to take immediate action, including account suspension or termination, if you are found to be in violation of these provisions.

It is your responsibility to provide accurate and truthful information during account registration and to update your information promptly if changes occur. Misrepresentation of your identity, age, or legal status may result in the denial of access to the Services or other legal consequences. By continuing to use the Platform, you affirm that all information you provide is accurate and that you meet the criteria outlined in this section.

Failure to comply with these Terms or with applicable laws may result in the suspension or permanent termination of your account and access to the Services. ParaaCrypto reserves the right to report any unlawful activities to the appropriate authorities and to cooperate fully with law enforcement agencies in such cases. Your acceptance of these Terms signifies your understanding of and agreement to these conditions.

# 2. Account Registration and Verification

### 2.1 Account Creation

To utilize specific features and functionalities of the ParaaCrypto Services, including but not limited to cryptocurrency trading, wallet management, and systematic investment plans, you are required to create an account ("Account") on the Platform. During the registration process, you must provide accurate, current, and complete information as prompted by the registration form. This information typically includes, but is not limited to, your full name, email address, phone number, and any other details deemed necessary by ParaaCrypto to establish your identity and eligibility.

It is your sole responsibility to ensure that the information provided is truthful and up-to-date. Misrepresentation or provision of false information may lead to account suspension, termination, or legal consequences. Additionally, you must promptly update your Account details if there are any changes to your personal or business information to ensure continued compliance with these Terms.

You are solely responsible for maintaining the confidentiality and security of your login credentials, including your username, password, and any two-factor authentication (2FA) methods enabled on your Account. Any activity conducted through your Account, whether authorized or unauthorized, is your

responsibility. ParaaCrypto shall not be held liable for any loss or damage arising from your failure to safeguard your login credentials or from unauthorized access to your Account resulting from your negligence. If you suspect any unauthorized use of your Account or any other breach of security, you must notify ParaaCrypto immediately.

# 2.2 Identity Verification

In compliance with applicable laws, regulations, and industry best practices, ParaaCrypto has partnered with **Sumsub**, a global leader in compliance and identity verification solutions, to streamline and enhance the onboarding experience for its users and to perform Know Your Customer (KYC) and Know Your Business (KYB) verification processes. These procedures are essential to ensure that the Platform operates within the boundaries of legal and regulatory frameworks, particularly those pertaining to Anti-Money Laundering (AML) and Counter-Terrorism Financing (CFT) standards.

By creating an Account, you agree to provide the necessary documentation and information required for identity verification. This may include, but is not limited to, government-issued identification documents, proof of address, and business registration certificates (if applicable). You also consent to the processing and storage of your data by Sumsub, which operates in accordance with its privacy policy. For more information on how your data is managed during the verification process, please refer to <a href="https://sumsub.com/privacy-notice-service/">https://sumsub.com/privacy-notice-service/</a> here.

The identity verification process is mandatory for accessing core features of the Services, including trading, deposits, and withdrawals. ParaaCrypto reserves the right to delay or deny access to the Platform if you fail to complete the verification process or provide incomplete, false, or fraudulent information.

ParaaCrypto may, at its discretion, require additional verification at any time, particularly if suspicious activity is detected or if regulatory requirements change. Failure to comply with such requests may result in account suspension or termination. By using the Services, you acknowledge and accept these verification requirements and the associated data handling processes, which are essential to maintaining the integrity, security, and compliance of the Platform.

#### 3. Use of the Services

### 3.1 Permitted Use

The ParaaCrypto Platform and its Services are intended for lawful use only. By accessing and using the Services, you agree to engage in activities that are legal and compliant with all applicable laws, regulations, and these Terms. Any use of the Services for unauthorized, illicit, or unlawful purposes is strictly prohibited. This includes, but is not limited to, activities such as:

- Money laundering, financing of terrorism, or other financial crimes.
- Fraudulent activities, including impersonation, falsification of identity, or misrepresentation.
- Exploiting or attempting to exploit the Platform for unauthorized access to funds, accounts, or information.
- Engaging in cyberattacks, such as phishing, hacking, or the introduction of malicious software or codes to the Platform.

ParaaCrypto reserves the right to monitor your use of the Services to ensure compliance with these Terms and applicable laws. Any detected violation may result in immediate account suspension or termination and may be reported to the relevant authorities for further investigation and prosecution. You acknowledge that you are solely responsible for ensuring your use of the Platform aligns with your local and international legal obligations.

# 3.2 Third-Party Integrations

To deliver a seamless, secure, and feature-rich experience, ParaaCrypto integrates with several trusted third-party service providers. These integrations are essential for enabling core functionalities of the Platform, such as wallet management, compliance monitoring, payment processing, and analytics. By using the Services, you consent to the sharing and processing of your data with the following third-party providers, as detailed below:

- **Liminal**: Liminal provides secure wallet infrastructure for managing hot and cold wallets on the Platform. Hot wallets are used for active trading, while cold wallets ensure long-term secure storage of digital assets. Liminal's advanced security protocols, including multi-signature authentication, help safeguard user funds against unauthorized access.
- **Sumsub**: Sumsub is responsible for conducting Know Your Customer (KYC) and Know Your Business (KYB) verification processes, ensuring compliance with Anti-Money Laundering (AML) and Counter-Terrorism Financing (CFT) regulations. Sumsub handles your personal and business data securely to verify your identity and maintain the integrity of the Platform.
- **Vigilance TRM**: Vigilance TRM monitors transactions on the Platform to detect and flag suspicious activities, such as large or unusual transfers, which may indicate fraudulent or illicit behavior. This service plays a critical role in ensuring the Platform adheres to AML/CFT requirements and operates within regulatory standards.
- Razorpay and Other Payment Gateways: Razorpay and similar payment gateway providers process fiat transactions, such as deposits and withdrawals. These providers ensure that your payments are handled securely and in compliance with financial regulations.
- Google Analytics: Google Analytics is used to track platform performance, user behavior, and
  engagement metrics. This data helps ParaaCrypto enhance the usability and functionality of the
  Services, ensuring an optimized user experience.

For detailed information on how these third-party services collect, store, and process your data, please refer to their respective privacy policies. By continuing to use the Platform, you agree to the processing of your data by these providers as necessary to facilitate the Services. ParaaCrypto maintains stringent data protection measures and contractual agreements with all third-party providers to ensure that your data is handled responsibly and securely.

Please note that ParaaCrypto is not responsible for any data breaches, losses, or issues that may arise from third-party services, except as explicitly provided under applicable laws. However, ParaaCrypto takes reasonable steps to collaborate with these providers to ensure compliance with privacy and security standards.

#### 4. Wallet Services

# 4.1 Wallet Management

ParaaCrypto offers a comprehensive wallet management system designed to facilitate the secure storage and handling of digital assets for its users. This service is powered by **Liminal**, a trusted third-party provider renowned for its advanced multi-signature technology and robust wallet infrastructure. The wallet management system employs a **dual wallet structure**, which includes:

- Hot Wallets: These wallets are optimized for active trading and transactional activities on the Platform. They provide quick and efficient access to your assets, enabling seamless trading and transfers.
- **Cold Wallets**: These wallets are designed for secure, long-term storage of digital assets. They are kept offline to minimize exposure to cybersecurity risks, such as hacking or unauthorized access.

This dual structure ensures that your assets are managed with a balance of accessibility and security, catering to both active traders and long-term holders. Liminal's multi-signature technology adds an additional layer of protection by requiring multiple authorizations for transactions, reducing the risk of unauthorized withdrawals.

### **4.2 Asset Security**

ParaaCrypto and its partners, including Liminal, employ state-of-the-art security protocols to protect your digital assets. These measures include encryption, multi-signature authentication, and stringent access controls. Despite these robust efforts, you acknowledge and accept that no system is completely immune to risks. Factors such as evolving cybersecurity threats or unforeseen vulnerabilities in technology could pose potential risks to the security of your assets.

You also recognize that your own actions play a critical role in safeguarding your assets. It is your responsibility to:

- Keep your login credentials and wallet keys confidential.
- Enable and maintain two-factor authentication (2FA) for your Account.
- Monitor your Account for any unauthorized or suspicious activities and report them to ParaaCrypto immediately.
- Avoid sharing sensitive information, such as passwords or private keys, with anyone, including third parties or individuals claiming to represent ParaaCrypto.

ParaaCrypto shall not be held liable for any losses resulting from unauthorized access to your wallet or assets due to your negligence, failure to secure your credentials, or any misuse of your Account. In such cases, the User bears full responsibility for any resulting damages or consequences.

In the event of a security breach or suspected unauthorized access on the Platform, ParaaCrypto commits to promptly investigate the matter and take appropriate remedial actions, including notifying affected users and cooperating with law enforcement authorities if necessary.

By using the wallet services provided by ParaaCrypto, you accept these terms and acknowledge the shared responsibility of maintaining the security and integrity of your digital assets.

### 5. Trading Services

# 5.1 P2P Trading

The ParaaCrypto Platform enables **Peer-to-Peer (P2P) trading**, allowing users to directly buy and sell digital assets with one another. To enhance transaction security and foster trust between participants, the Platform employs an **escrow service** that temporarily holds the buyer's funds until the transaction is successfully completed. This process ensures that both buyers and sellers fulfill their obligations before the assets are released.

By engaging in P2P trading, you agree to comply with the rules, procedures, and guidelines outlined by ParaaCrypto. This includes responding promptly to trading requests, ensuring accurate and truthful information during transactions, and refraining from fraudulent or deceptive practices. Failure to abide by these rules may result in penalties, including suspension or termination of your trading privileges.

While ParaaCrypto takes reasonable steps to facilitate secure and efficient P2P transactions, you acknowledge that disputes between trading parties may arise. In such cases, ParaaCrypto reserves the right to mediate disputes at its discretion and make final determinations based on evidence provided by both parties. You accept that ParaaCrypto's decision in such matters shall be final and binding.

### 5.2 Spot Trading

The Platform also offers **spot trading**, enabling users to buy or sell cryptocurrencies at prevailing market prices. Spot trading provides immediate execution of orders, allowing users to capitalize on market opportunities in real time. However, you acknowledge that cryptocurrency markets are inherently volatile, and prices can fluctuate significantly within short periods.

By participating in spot trading, you assume full responsibility for any risks associated with your trades, including potential financial losses. ParaaCrypto does not provide financial advice or recommendations, and you are solely responsible for making informed trading decisions based on your own research and understanding of market conditions.

While ParaaCrypto strives to maintain uninterrupted access to the trading platform, you understand that technical issues, market conditions, or other unforeseen factors may impact the execution of your trades. ParaaCrypto shall not be liable for delays, order rejections, or losses incurred due to such circumstances.

By using the trading services provided by ParaaCrypto, you agree to these terms and acknowledge that cryptocurrency trading involves risks that you fully accept and understand. It is your responsibility to ensure that your trading activities are consistent with your financial objectives, risk tolerance, and applicable laws.

## 6. Fees and Payment

### **6.1 Transaction Fees**

ParaaCrypto imposes fees for various services offered on the Platform, including but not limited to trading, withdrawals, and other transactional activities. The fee structures are designed to be **transparent and user-friendly**, ensuring users can easily understand the costs associated with their activities. A detailed breakdown of applicable fees is published on the Platform and may include:

• Trading Fees: A percentage fee based on the transaction value, applicable to both P2P and spot

trading.

- **Withdrawal Fees**: Fixed or percentage-based fees for transferring digital assets or fiat currency from the Platform.
- Other Service Fees: Fees for specialized services, such as SIPs or staking, as applicable.

ParaaCrypto reserves the right to modify its fee structure at any time, but users will be provided with **prior notice** before any changes take effect. This notice will be communicated through the Platform or via registered email. By continuing to use the Services after such notice, you acknowledge and accept the revised fee structure.

It is your responsibility to review the current fee schedule regularly. Fees deducted from transactions will be clearly displayed before confirmation, ensuring complete transparency. ParaaCrypto is not liable for any misunderstanding or disputes regarding fees once a transaction has been initiated and confirmed by the user.

# **6.2 Payment Processing**

Transactions involving fiat currency deposits or withdrawals on the Platform are processed through third-party payment gateway providers, including **Cashfree** and other similar services. These gateways handle payment processing securely and in compliance with financial regulations. ParaaCrypto does not directly store or manage payment card or bank account details, ensuring an added layer of privacy and security for users. By using these payment gateways, you agree to abide by their respective terms and privacy policies. It is recommended that you review the policies of Cashfree and other payment processors to understand how your financial data is collected, used, and stored. ParaaCrypto does not assume responsibility for any errors, delays, or issues arising from third-party payment gateways.

For payment transactions, users must ensure:

- The availability of sufficient funds in their linked bank account or payment method to complete the transaction.
- The accuracy of payment details provided, such as account numbers, payment amounts, and currency preferences.

In the event of a failed or delayed transaction caused by issues outside ParaaCrypto's control, such as technical problems with payment gateways or banks, users must coordinate directly with the relevant provider to resolve the matter. ParaaCrypto will assist in good faith but cannot guarantee resolution for third-party payment disputes.

By using the Platform's payment and fee-based services, you acknowledge and accept the applicable fees, payment terms, and associated risks. Users are advised to stay informed about potential changes to fees or payment processes to avoid disruptions in service.

## 7. Security and Compliance

ParaaCrypto places the highest priority on ensuring the safety and security of its users, their data, and their assets. The Platform is built with robust security measures and adheres to strict regulatory standards to maintain trust and compliance in the cryptocurrency ecosystem.

# 7.1 Data Encryption

To protect user data and transactions, ParaaCrypto employs **advanced encryption technologies**, including the **Advanced Encryption Standard (AES)**. AES is a globally recognized encryption method known for its high level of security and efficiency. All sensitive user data, including personal information, account credentials, and transactional records, is encrypted both at rest and in transit.

The implementation of AES ensures that even in the unlikely event of a data breach, user information remains inaccessible to unauthorized parties. Additionally, encrypted communication protocols, such as **SSL/TLS**, are used to secure all interactions between users and the Platform. These measures safeguard against data interception, phishing, and other cyber threats.

# 7.2 Two-Factor Authentication (2FA)

To further enhance account security, ParaaCrypto requires users to enable **Two-Factor Authentication (2FA)**. This additional security layer ensures that even if a user's login credentials are compromised, unauthorized access to the account is prevented. During the onboarding process, users are prompted to set up **OTP-based 2FA**. This involves receiving a one-time password via a secure method, such as SMS or a dedicated authentication app. The 2FA mechanism is seamlessly integrated into the Platform to provide a user-friendly yet highly secure experience.

Users are encouraged to regularly update their 2FA settings and avoid sharing authentication codes with anyone, including individuals claiming to represent ParaaCrypto. Failure to enable or properly maintain 2FA may increase the risk of unauthorized access, for which ParaaCrypto cannot be held liable.

### 7.3 Transaction Monitoring

ParaaCrypto employs **Vigilance TRM**, a leading transaction monitoring solution, to ensure the integrity of transactions conducted on the Platform. Vigilance TRM is specifically designed to identify and flag suspicious activities, such as unusual trading patterns, unauthorized access attempts, and other behaviors indicative of money laundering or fraud.

This monitoring system plays a critical role in ensuring compliance with **Anti-Money Laundering (AML)** and **Counter-Terrorism Financing (CFT)** standards. By analyzing transactional data in real time, Vigilance TRM helps ParaaCrypto mitigate risks, protect users, and maintain compliance with both global and Indian regulatory frameworks.

In addition to automated monitoring, ParaaCrypto maintains a dedicated compliance team that reviews flagged transactions and ensures appropriate actions are taken when necessary. Users may be required to provide additional documentation or clarification if their activities trigger compliance alerts. Non-compliance with such requests may result in temporary suspension or termination of account privileges.

By utilizing these advanced security and compliance measures, ParaaCrypto aims to create a safe and transparent trading environment. However, users are reminded that maintaining the security of their accounts and personal information is a shared responsibility.

### 8. Risks and Disclaimers

The use of ParaaCrypto's Services, including cryptocurrency trading and wallet management, involves inherent risks. By accessing the Platform, you acknowledge and accept these risks, and you agree that ParaaCrypto shall not be held liable for any adverse outcomes resulting from your use of the Services.

#### 8.1 Market Risks

Cryptocurrency markets are highly volatile, and the value of digital assets can fluctuate dramatically within short periods. The risk of significant gains is accompanied by an equally significant potential for losses. You agree to assume full responsibility for any financial consequences arising from your trading decisions.

Factors contributing to market volatility may include, but are not limited to:

- Regulatory changes or government policies.
- Economic events and macroeconomic factors.
- Technological developments, network issues, or cybersecurity incidents affecting specific cryptocurrencies.

ParaaCrypto does not provide financial advice or investment recommendations. All trading decisions are made at your discretion, and you should conduct thorough research or consult with financial advisors before engaging in cryptocurrency trading. You accept that past performance of any cryptocurrency is not indicative of future results.

By using ParaaCrypto's trading services, you agree that the Platform is not liable for any losses resulting from price fluctuations, market crashes, or other trading-related risks.

## 8.2 Third-Party Risks

ParaaCrypto collaborates with several third-party service providers to enhance the functionality, security, and user experience of the Platform. These third-party services include, but are not limited to:

- Liminal: Provides wallet management and secure storage solutions for hot and cold wallets.
- Sumsub: Conducts identity verification for compliance with KYC and KYB requirements.
- Vigilance TRM: Monitors transactions to identify and prevent suspicious activities.
- Cashfree and Other Payment Gateways: Processes fiat currency payments for deposits and withdrawals.
- Google Analytics: Tracks user behavior and platform performance for service improvement.

While ParaaCrypto strives to partner with reputable and secure service providers, it cannot guarantee the absolute reliability, security, or performance of these third parties. You acknowledge and accept the following risks associated with third-party integrations:

- Potential data breaches or unauthorized access to your information while handled by third parties.
- Service interruptions, delays, or errors caused by third-party providers.
- Mismanagement or mishandling of data by third parties.

ParaaCrypto takes reasonable measures to vet its third-party partners and ensure compliance with privacy and security standards. However, ParaaCrypto is not responsible for any breaches, data mishandling, or losses caused by the actions or failures of these third parties.

To mitigate these risks, users are encouraged to review the privacy policies and terms of service of third-party providers integrated with the Platform. Your continued use of the Platform constitutes acceptance of the risks associated with these partnerships.

#### General Disclaimer

You understand and agree that the use of ParaaCrypto's Services is at your own risk. The Platform, its features, and its services are provided on an "as-is" and "as-available" basis without any warranties, express or implied. While ParaaCrypto strives to maintain a secure and reliable platform, it cannot guarantee uninterrupted access, complete accuracy of market data, or the absolute security of user accounts. By using the Platform, you agree to bear all risks associated with cryptocurrency trading and third-party integrations.

# 9. Limitation of Liability

To the maximum extent permitted by applicable law, ParaaCrypto and its affiliates, officers, employees, agents, partners, and licensors shall not be held liable for any indirect, incidental, special, consequential, remote, proximate or punitive damages, regardless of the cause of action or legal theory under which liability is asserted. The foregoing limitation of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if the Platform has been advised of or was foreseeable or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies

#### **Covered Losses**

This limitation of liability includes, but is not limited to, the following types of losses:

- **Loss of Profits**: Any financial loss resulting from unsuccessful trades, market fluctuations, or system downtime.
- **Loss of Data**: Damage to, loss of, or unauthorized access to user data stored on the Platform or shared with third-party service providers.
- **Loss of Digital Assets**: Irretrievable loss of cryptocurrency due to factors such as user error, unauthorized account access, or external cybersecurity incidents.

## **Scope of Liability**

ParaaCrypto's liability is strictly limited to the direct damages caused solely by its own gross negligence or willful misconduct. Under no circumstances will the cumulative liability of ParaaCrypto exceed the total amount of fees paid by you to ParaaCrypto in the twelve (12) months immediately preceding the incident giving rise to the claim.

### **Exclusions from Liability**

ParaaCrypto shall not be liable for damages arising from:

- 1. **User Errors**: Mistakes made by users, such as sending cryptocurrency to incorrect wallet addresses, failure to enable two-factor authentication, or improper account management.
- 2. **Market Risks**: Losses resulting from cryptocurrency market volatility, trading decisions, or unfavorable price movements.
- 3. **Third-Party Services**: Issues caused by the actions or inactions of third-party service providers, including but not limited to Liminal, Sumsub, Vigilance TRM, Razorpay, or Google Analytics.
- 4. Unauthorized Access: Losses resulting from unauthorized access to your account due to your

- failure to secure your login credentials or enable recommended security measures.
- 5. **Force Majeure Events**: Interruptions or losses caused by events beyond ParaaCrypto's reasonable control, such as natural disasters, government actions, cyberattacks, or technical failures.

#### **User Responsibilities**

By using the Services, you acknowledge that:

- You are solely responsible for safeguarding your account credentials, private keys, and personal information.
- You accept the inherent risks of cryptocurrency trading and wallet management, including but not limited to market volatility and technological vulnerabilities.
- You agree to carefully review and adhere to all security recommendations provided by ParaaCrypto to minimize potential risks.

# Indemnification

You agree to indemnify and hold harmless ParaaCrypto, its affiliates, and its personnel from any claims, demands, damages, or losses arising from your use of the Services or the breach or violation of these Terms caused by a User, or your violation of any law, rules or regulations or the rights (including but not limited to infringement of intellectual property rights) of a third party..

By accessing the Platform and using its Services, you explicitly acknowledge and agree to the limitations of liability outlined in this section.

## 10. Intellectual Property Rights

Unless otherwise specified, All content and materials, including the ParaaCrypto's logo, designs, text, graphics, pictures, information, data, software, sound files, and other files provided on our website or in connection with our services (collectively referred to as "ParaaCrypto Materials"), are subject to trademark, copyright and other Intellectual Property Rights. Unless otherwise specified, these materials are the exclusive property of ParaaCrypto, our licensors, or suppliers, and are protected by international copyright and intellectual property laws.

We grant you a limited, non-exclusive, and non-sub licensable license to access and use the ParaaCrypto Materials for your personal or internal business use, subject to these Terms. This license does not permit you to (a) resell the ParaaCrypto Materials; (b) distribute, publicly perform, or publicly display the ParaaCrypto Materials; (c) modify or create derivative works based on the ParaaCrypto Materials or any portion thereof; or (d) use the ParaaCrypto Materials for purposes other than their intended use. If we suspend or terminate your access to the services, the license granted under this section will automatically terminate.

Furthermore, The term "ParaaCrypto," the ParaaCrypto logo, and any other product or service names, logos, or slogans associated with ParaaCrypto that appear on our Services are trademarks owned by ParaaCryto. These trademarks may not be copied, imitated, or used, in whole or in part, without our prior

written consent. You are not permitted to use any trademark, product, or service name of ParaaCryto without our prior written permission, including using any metatags or hidden text that incorporates ParaaCryto trademarks. Additionally, the overall look and feel of our Services, including page headers, custom graphics, button icons, and scripts, are protected as service marks, trademarks, and/or trade dress of ParaaCryto and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

The Online Platforms may at places include third party intellectual property including the software used for creating or distributing Digital Assets. The Company is operating these services, properties, by way of valid and effective contractual arrangements, which are binding on the Company, and by extension you, are bound by such restrictions. You are permitted to only use such limited license rights to use, access, download the Online Platforms and Services, for your personal and non-commercial use only. Any commercial use will require a license to be negotiated with the Company.

Any other trademarks, registered trademarks, product names, and company names or logos mentioned on our Services are the property of their respective owners. The mention of any products, services, processes, or other information by name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

#### 11. Amendments to Terms

ParaaCrypto reserves the exclusive right to modify, amend, or update these Terms of Use at its sole discretion and at any time. Such amendments may be made to address changes in the legal, regulatory, technological, or operational environment, or to reflect enhancements to the Services offered on the Platform.

#### **Communication of Amendments**

In the event of any changes to these Terms, ParaaCrypto will take reasonable steps to notify users. This notification may be provided through various channels, including but not limited to:

- An announcement on the Platform (e.g., via banners, pop-ups, or dashboard alerts).
- Email communication sent to the address associated with your registered account.
- Updates posted within the Terms of Use section accessible on the Platform.

The date of the most recent amendments will be clearly indicated at the beginning of the Terms document.

## User Responsibility to Review Changes

It is your responsibility to regularly review these Terms to stay informed of any modifications. Continued use of the Platform and its Services after the effective date of the updated Terms will be deemed as your acceptance of the changes. If you do not agree to the revised Terms, you must immediately discontinue use of the Services and close your account, subject to any pending obligations you may have with ParaaCrypto.

# **Material Changes**

If any amendments materially impact your rights or obligations, ParaaCrypto will provide additional notice to ensure you have adequate time to review and understand the implications. This may include a detailed explanation of the changes and the reasons for their implementation.

### **Binding Agreement**

By continuing to access or use the Platform after amendments are made, you explicitly agree to be bound by the revised Terms, including any additional policies, guidelines, or provisions incorporated therein.

#### **Effective Date of Amendments**

Unless explicitly stated otherwise, all amendments to these Terms shall become effective immediately upon publication on the Platform.

#### **Termination Due to Amendments**

If you do not agree with any changes to these Terms, we retain the right to terminate your account and cease using the Services. Any such termination does not exempt you from responsibilities or obligations incurred prior to the effective date of the amendments.

By using the Services, you acknowledge and accept that ParaaCrypto has the right to modify these Terms as necessary to adapt to changing circumstances and maintain compliance with applicable laws and regulations.

# **Severability**

If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible

## 12. Governing Law and Dispute Resolution

# **Governing Law**

These Terms of Use, and any disputes or claims arising out of or in connection with them, shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions. All legal relationships and transactions between you and ParaaCrypto shall be interpreted and enforced under Indian jurisdiction, subject to the provisions specified below for dispute resolution.

## **Dispute Resolution**

In the event of any dispute, claim, or controversy arising out of or in connection with these Terms, including but not limited to disputes related to the interpretation, performance, or termination of the Terms, the parties shall first attempt to resolve the matter amicably through good faith negotiations.

#### **Arbitration Clause**

If the dispute cannot be resolved through negotiation within 30 days of the commencement of discussions, the matter shall be referred to binding arbitration in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, or any statutory amendment or re-enactment thereof.

- 1. **Arbitration Seat**: The seat of arbitration shall be Raipur-CG, India.
- 2. Language: The arbitration proceedings shall be conducted in English.
- 3. **Number of Arbitrators**: The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. If the parties fail to agree on an arbitrator within 15 days of a request for arbitration, the arbitrator shall be appointed in accordance with the mandate stipulated under the Arbitration and Conciliation Act, 1996.
- 4. **Arbitrator's Decision**: The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction.

### **Costs and Fees**

Unless otherwise determined by the arbitrator, each party shall bear its own costs and expenses of the arbitration, including legal fees, and shall equally share the fees and expenses of the arbitrator and the administrative expenses of arbitration.

#### Waiver of Class Actions

By agreeing to these Terms, you agree to resolve any disputes on an individual basis and waive the right to participate in any form of a class or collective action against ParaaCrypto.

# **Finality of Arbitration**

The award rendered by the arbitrator shall be final and binding on the parties. The award may be enforced in any court of competent jurisdiction in India.

By accessing or using ParaaCrypto's Services, you agree to abide by the dispute resolution procedures outlined in this section and waive any rights to pursue claims in any forum or jurisdiction other than as expressly provided herein.

### 13. Contact Us

If you have any questions, concerns, or inquiries regarding these Terms of Use or any aspect of the ParaaCrypto platform, please do not hesitate to reach out to us. We value your feedback and are committed to addressing your concerns promptly and effectively.

### **Support Channels**

- **Email**: You can contact us via email at **contact@paraacrypto.com**. Our support team aims to respond to all inquiries within [Insert Time Frame, e.g., "24 to 48 hours"] during business days.
- **Help Center**: For frequently asked questions and troubleshooting guides, please visit the Help Center on our website or app.

• **Live Chat**: Access our live chat support feature available on the Platform for immediate assistance during operational hours.

# **Reporting Security Concerns**

To report any potential security vulnerabilities or breaches, please email us at contact@paraacrypto.com with the subject line "Security Concern." ParaaCrypto takes security reports seriously and will investigate and address them promptly.

# **Legal Correspondence**

For formal legal correspondence, including notices required under these Terms, you may write to us at: **D-601 Euphoria Apartments, Near Hyundai showroom, Mowa Raipur, Chattisgarh.** 

Please ensure that all legal notices are clearly marked and addressed to the "Legal Department."

# **Commitment to User Support**

ParaaCrypto is committed to providing users with a transparent and efficient support system. By contacting us through any of the channels listed above, you agree to allow us to collect and process the information you provide for the purpose of addressing your inquiry, consistent with our privacy policy.

### 14. Final Reminder

By using the ParaaCrypto platform, you agree to abide by these Terms of Use. We encourage you to read and understand them thoroughly. If you have any doubts or require clarification, consult with legal or financial advisors before using the Services.

Your satisfaction and trust are important to us. We look forward to assisting you and ensuring that your experience with ParaaCrypto is secure, reliable, and user-friendly.