

# Term of Service

Thank you for choosing IPN (the “Site” ). The following terms and conditions of service (these “Terms of Service” ) apply to users of the Site. You should read these Terms of Service carefully to determine which provisions apply to you. By using any of the services, functions, or features offered from time to time on the Site (collectively or individually, the “Services” ), the user (referred to herein as “you” or “your” ) agrees to these Terms of Service.

These Terms of Service constitute the entire agreement and understanding with respect to the use of any or all of the Services, and any manner of accessing them via the Site, between you and Triphosphate Limited ( “TPPL/TPP” ); The two parties of the agreement are you and TPPL, and YOU SHOULD BE A LEGAL ENTITY REGISTERED IN THE BRITISH VIRGIN ISLANDS (A B.V.I COMPANY).

PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE ALL CUSTOMERS TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

In particular, please note that all transactions of Cryptocurrencies on or off the Site may be subject to fees levied by TPPL as set out and updated in the Fees Schedule from time to time. In the event of any inconsistency between these Terms of Service and any other pages, policies, terms, conditions, licenses, limitations, or obligations contained within or on the Site, these Terms of Service shall prevail.

By creating a Cryptocurrency Wallet on the Site or by using any of the Services, you acknowledge that you have read, understand, and completely agree to these Terms of Service, as updated and amended from time to time. If you do not agree to be bound by these Terms of Service or with any subsequent amendments, changes, or updates, you may not use any of the Services, and if you do use any of the Services you will be bound by the Terms of Service, as amended; your only recourse in the case of your unwillingness to be bound by these Terms of Service is to stop using all of the Services.

These Terms of Service may be amended, changed, or updated by TPPL at any time and without prior notice to you. You should check back often on the Site to confirm that your copy and understanding of these Terms of Service is current and correct. Your non-termination or continued use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms of Service, as modified by such amendments, changes, or updates.

The use of the Site and any Services is void where such use is prohibited by, would constitute a violation of, or would be subject to penalties under applicable Laws, and shall not be the basis for the assertion or recognition of any interest, right, remedy, power, or privilege.

## 1. Interpretation:

1.1. Definitions: In these Terms of Service and all documents incorporated herein by reference, the following words have the following meanings unless otherwise indicated:

1.1.1. "**Affiliate**" means, in relation to either Party, a direct or indirect subsidiary of the Party, a holding company of the Party, and any other subsidiary of that holding company;

1.1.2. "**AML**" means anti-money laundering, including all Laws applicable to the Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, Fiat, or Cryptocurrency, including but not limited to the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, weapons proliferation, terrorism, or Economic Sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing;

1.1.3. "**Anti-Corruption**" means all Laws applicable to each Party prohibiting corruption or bribery of Government Officials, kickbacks, inducements, and other related forms of commercial corruption or bribery;

1.1.4. "**Controlling Person**" means any Person who owns more than a 25 percent interest in any Person or affiliate;

1.1.5. "**Cryptocurrency**" means a digital representation of value that functions as (i) a medium of exchange; (ii) a unit of account; (iii) a store of value, and/or (iv) other similar digital representations of rights or assets, which is neither issued nor guaranteed by any country or jurisdiction, typically including blockchain-based assets or rights including sovereign cryptocurrency or virtual currency such as bitcoins, litecoins, and ethers;

1.1.6. "**Cryptocurrency Address**" means an alphanumeric identifier that represents a potential destination for a Cryptocurrency transfer, which typically is associated with a user's Cryptocurrency Wallet;

1.1.7. "**Cryptocurrency Wallet**" means a software application (or other mechanism) that provides a means for holding, storing, and transferring Cryptocurrencies, including a user's Cryptocurrency Address, Cryptocurrency balance, and cryptographic keys;

1.1.8. "**Economic Sanctions**" means financial sanctions, trade embargoes, export or import controls, anti-boycott, and restrictive trade measures enacted, administered, enforced, or penalized by any Laws applicable to you or the Site;

1.1.9. "**FATF**" means the Financial Action Task Force;

1.1.10. "**FIA**" means the Financial Investigation Authority of the British Virgin Islands;

1.1.11. "**Fiat**" means the money or currency of any country or jurisdiction that is:

1.1.11.1. designated as legal tender; and,

1.1.11.2. circulated, customarily used, and accepted as a medium of exchange in the country or jurisdiction of issuance;

1.1.12. "**FinCEN**" means the Financial Crimes Enforcement Network of the U.S. Department of the Treasury;

1.1.13. "**Government**" means any national, federal, state, municipal, local, or foreign branch of government, including any department, agency, subdivision, bureau, commission, court, tribunal, arbitral body, or other governmental, government appointed, or quasi-governmental authority or component exercising executive, legislative, juridical, regulatory, or administrative powers, authority, or functions of or pertaining to a government instrumentality, including any parasternal company, or state-owned (majority or greater) or controlled business enterprise;

1.1.14. "**Government Approval**" means any authorization, license, permit, consent, approval, franchise, concession, lease, ruling, certification, exemption, exception, or waiver by or with any Government necessary to conduct the business of either Party or the execution and delivery of the Services under this Terms of Service;

1.1.15. "**Government Official**" means an officer or employee of any Government, a director, officer, or employee of any instrumentality of any Government, a candidate for public office, a political party or political party official, an officer or employee of a public international organization, and any Person who is acting in an official capacity for any of the foregoing, even if such Person is acting in that capacity temporarily and without compensation;

1.1.16. "**Laws**" means all laws, statutes, orders, regulations, rules, treaties, and/or official obligations or requirements enacted, promulgated, issued, ratified, enforced, or administered by any Government that apply to you or the Site;

1.1.17. "**Losses**" has the meaning set out in paragraph 14 of these Terms of Service;

1.1.18. "**OFAC**" means Office of Foreign Assets Control of the U.S. Department of the Treasury;

1.1.19. "**Person**" includes an individual, association, partnership, corporation, other body corporate, trust, estate, and any form of organization, group, or entity cognizable as legal personalities;

1.1.20. "**Personal Information**" has the meaning set out in the [Privacy Policy](#).

1.1.21. "**Prohibited Jurisdictions**" means Cuba; Democratic People's Republic of Korea (North Korea); Iran; Singapore; Syria; and Crimea (a region of Ukraine annexed by the Russian Federation), the self-proclaimed Donetsk People's Republic (a region of Ukraine), the self-proclaimed Luhansk People's Republic (a region of Ukraine), the self-proclaimed Kherson People's Republic (a region of Ukraine) and the self-proclaimed Zaporizhzhia People's Republic (a region of Ukraine)

1.1.22. "**Prohibited Use**" has the meaning set out in paragraph 8 of these Terms of Service;

1.1.23. "**Reserves**" means USDT\USDC and cash equivalents and, from time to time, may include other assets and receivables from loans made by TPPL to third parties, which may include affiliated entities;

1.1.24. "**Sanctions List**" means the "Specially Designated Nationals and Blocked Persons" ("SDN") List and the Non-SDN List, including the "Sectoral Sanctions Identifications List" ,

published by OFAC; the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by FinCEN; and, any other foreign terrorist organization or other sanctioned, restricted, or debarred party list published by the FIA, or under Economic Sanctions, AML, or CTF Laws of or by Governments of the United States, the British Virgin Islands, the United Nations, or any other jurisdiction or Government, as applicable to you or to the Site, as amended, supplemented, or substituted from time to time;

1.1.25. "**Sanctioned Person**" refers to any Person or Cryptocurrency Address that is: (i) specifically listed in any Sanctions List; or (ii) directly or indirectly owned 50 percent or more by any Person or group of Persons in the aggregate, or a Cryptocurrency Wallet associated with such Person or Persons, referred to in any Sanctions List, or Government or Government Official of any Prohibited Jurisdiction, and (iii) that is not subject to any Government Approval or otherwise not sanctioned, restricted, or penalized under applicable Laws;

1.1.26. "**Terms of Service**" means these terms and conditions of service, as they may be changed, amended, or updated from time to time, including the following Site policies and pages: the [Risk Disclosure Statement](#); the [Privacy Policy](#); the [Anti-Spam Policy](#); the [Law Enforcement Requests Policy](#); and the [Fees Schedule](#);

1.1.27. "**TPPL**" means Triphosphate Limited.

1.1.28. "**USDI**" means the reserve stablecoin issued and redeemed by TPPL;

1.1.29. "**B.V.I Company**" : refers to a company registered in the British Virgin Islands.

1.1.30. "**you**" or "**your**" means the user of the B.V.I company type.

1.1.31. "**CTF**" means counter-terrorist financing;

1.2. Headings: The headings and sub-headings in these Terms of Service are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision or provisions to which they refer.

1.3. Extended Meanings: Unless otherwise specified in these Terms of Service, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4. Governing Law: These Terms of Service shall be governed by and construed and enforced in accordance with the Laws of the British Virgin Islands, and shall be interpreted in all respects as a British Virgin Islands contract. Any dispute, controversy, claim or action arising from or related to your use of the Site or these Terms of Service likewise shall be governed by the Laws of the British Virgin Islands, exclusive of choice-of-law principles.



2. Licence to Use the Site: If you comply with these Terms of Service, TPPL grants you the limited right to use the Site and the Services. The right to use the Site and the Services is a personal, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited licence, and it is subject to the limitations and obligations in these Terms of Service. Nothing in these Terms of Service gives you any licence (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site, any of the Services, the Copyrights or the Marks. The Site may suspend or terminate the Services to you, your Cryptocurrency Wallet, or to any of your Cryptocurrency Address at its sole discretion, as required by applicable Laws or where TPPL determines that you have violated, breached, or acted inconsistent with any of these Terms of Service.
3. About USDI; General Restrictions; Forks: TPPL issues and redeems USDI. USDI may be used, kept, or exchanged online wherever parties are willing to accept USDI. USDI are 100% backed by by TPPL' s Reserves. USDI is priced in other compliant and reserved dollar stablecoins such as USDT and USDC. The composition of the reserves used to support USDI is completely controlled and determined at the sole discretion of TPPL. USDI is backed by TPPL's reserves, including USDT, USDC, STBT and other cryptocurrencies with dollar and US debt as reserves, but USDI itself is not a legal tender. TPPL will not accept non - stablecoins (such as Bitcoin) as reserves for issuing USDI, nor will it accept algorithmic stablecoins as reserves for issuing USDI; only two compliant and reserved stablecoins, USDT and USDC, are accepted upon issuance. In order to have USDI issued or redeemed directly by TPPL, you must be a verified customer of TPPL. No exceptions will be made to this provision. The right to have USDI redeemed or issued is a contractual right personal to you. TPPL reserves the right to delay the redemption or withdrawal of USDI if such delay is necessitated by the illiquidity or unavailability or loss of any Reserves held by TPPL to back the USDI, and TPPL reserves the right to redeem USDI by in-kind redemptions of securities and other assets held in the Reserves. TPPL makes no representations or warranties about whether USDI that may be traded on the Site may be traded on the Site at any point in the future, if at all. USDI are issued on various decentralized and open-source blockchains and protocols. Blockchains and protocols can sometimes experience events called “forks” where an alternative version of a blockchain or protocol is created. Where forks occur, it is possible that multiple versions of a Cryptocurrency available on such blockchain or protocol could be created, for example, one on each fork. Due to the nature of USDI, if a fork creates two or more Cryptocurrencies which purport to be a USDI, it is only possible for one of those Cryptocurrencies to be a USDI. As a result, in the event of a fork only the Cryptocurrencies on the particular blockchain or protocol that TPPL announces on its website as being supported by TPPL are USDI. Any other Cryptocurrencies resulting from the fork are not USDI. TPPL is under no obligation to support any particular blockchain or protocol, any forked version of any particular blockchain or protocol or any Cryptocurrency resulting from a fork of a blockchain. Where a blockchain or protocol on which USDI are issued is forked, TPPL may elect to suspend Services temporarily or for an extended period of time on little or no

notice. TPPL will determine, in its sole discretion, whether to support a particular fork of a blockchain or protocol or whether to cease support for all version of a particular blockchain or protocol. Where TPPL determines to cease support for a particular blockchain or protocol, you will take any and all actions reasonably necessary to effectuate the migration of your USDI to a supported blockchain or protocol identified by TPPL. TPPL assumes no liability or responsibility whatsoever arising out of or relating to your failure to effectuate such migration of your USDI to another blockchain or protocol identified by TPPL.

TPPL assumes no liability or responsibility whatsoever for any losses or other issues that might arise from TPPL electing to support or not support a particular blockchain or protocol, any forked version of any particular blockchain or protocol or any Cryptocurrency resulting from a fork of a blockchain or protocol.

It is also possible that a third-party could create a Cryptocurrency which claims to be an alternative version of a USDI, such as by “wrapping” or “bridging” USDI. These Cryptocurrencies are not USDI. They are not issued or supported by TPPL. They cannot be redeemed with TPPL.

**Except for the authorized personnel of users of the B.V.I company, other personnel are prohibited from depositing into or withdrawing from any cryptocurrency wallet on this website.**

4. Risks and Limitation of Liability: **Important:** This paragraph is in addition to the [Risk Disclosure Statement](#). Trading markets in Cryptocurrencies are volatile and shift quickly in terms of price, liquidity, market depth, and trading dynamics. Cryptocurrencies also are subject to cybersecurity risk, including the risk of a cyberattack or breach. You are solely responsible and liable: for any and all trading and non-trading activity on the Site and for your Cryptocurrency Wallet on the Site; and, for knowing the true status of your USDI on the Site, even if presented incorrectly by the Site at any time. You acknowledge and agree: (i) to be fully responsible and liable for your trading and non-trading actions and inactions on the Site and all gains and losses sustained from your use of the Site and any of the Services; (ii) to be fully responsible for safeguarding access to, and any information provided through, the Site and any of the Services, including, but not limited to, Cryptocurrency Wallet, Cryptocurrency Address, private keys, usernames, passwords, and bank account details; and (iii) that TPPL does not have control of, or liability for, any products or services that are purchased or sold by third parties using the Site and any of the Services. Cryptocurrencies in a given Cryptocurrency Wallet or other wallet or address are controlled by your private key and Cryptocurrencies in a Cryptocurrency Wallet or other wallet or address may be stolen or lost and otherwise unrecoverable if the private key is compromised or lost. You further acknowledge and agree that TPPL is not liable for any losses or issues that may arise from third-party transactions, including, but not limited to, legality (including any consequences for illegal transactions that may be triggered under these Terms of Service), quality, delivery, or satisfaction with any products purchased by means of a Cryptocurrency transfer. In the event that you are not satisfied with any goods or services purchased from, or sold to, a third party using the Services, you must handle those issues directly with the third-party seller or buyer, as applicable. Cryptocurrencies may be compatible with third-party software or other technology provided by a third party. TPPL does not guarantee the security or functionality of third-party software or technology and is not liable for losses of Cryptocurrencies due to the failure or malfunction of third-party software or technology.

5. **Withdrawals and Deposits:** In the course of processing and sending any withdrawals, or when processing and receiving deposits, TPPL may be required to share your user information with other contractual third parties, including financial institutions, or as required under applicable Laws or demanded upon a lawful request by any Government. You hereby irrevocably grant full permission and authority for TPPL to share this information with such contractual third parties, or as required under applicable Laws or demanded upon a lawful request by any Government, and release TPPL from any liability, error, mistake, or negligence related thereto. You accept all consequences of sending Cryptocurrencies, including USDI, off of the Site. Cryptocurrency transactions are not reversible. Once you send Cryptocurrencies to an address, whether intentionally or by a fraudulent or accidental transaction, you accept the risk that you may lose access to, and any claim on, those Cryptocurrencies indefinitely or permanently. You acknowledge that TPPL may delay or suspend redemption under various circumstances, including but not limited to, in the event that TPPL determines that you have engaged in a Prohibited Use (as defined in paragraph 8); when TPPL is directed to do so by any Government; if your Cryptocurrency Wallet or other account or wallet is subject to pending litigation, investigation, or Government proceedings; or when TPPL believes that someone is attempting to gain unauthorized access to your Cryptocurrency Wallet or other account or wallet. Cryptocurrencies are not legal tender and are not backed by any Government. Cryptocurrencies are not subject to Federal Deposit Insurance Corporation ( “FDIC” ) or Securities Investor Protection Corporation protections.
6. **Resolution of Disputes:** Any disputes, claims, disputes or lawsuits arising from or related to the following reasons: (a) these Terms of Service or their existence, violation, termination, execution, interpretation or validity; (b) your account, the operation and services of this website; or (c) your access or use of the service at any time shall be subject to the exclusive jurisdiction of the British Virgin Islands Arbitration Center. To avoid doubt, and without limiting the generality of the above, this provision clearly applies to any claims against TPPL, whether in tort, contract or other claims. You irrevocably and unconditionally agree to and accept the jurisdiction and venue of the British Virgin Islands courts and waive any objections thereto, including objections based on the doctrine of forum non conveniens or other similar principles. You and TPPP agree that any party to this agreement may only bring a claim against the other party individually and may not participate as a plaintiff or a member of a collective in any so-called collective or representative lawsuit or proceeding. No adjudicator may combine or join the claims of more than one person or party and may not preside over any form of combined, representative or collective proceeding. Any relief granted to any one TPPL user may not and cannot affect any other TPPL user.



**7. JURY TRIAL WAIVER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ANY BREACH THEREOF, ANY USE OR ATTEMPTED USE OF THE SITE OR THE SERVICE BY YOU, AND/OR ANY OTHER MATTER INVOLVING THE PARTIES.**

8. Prohibited Uses: You may not:

8.1. use the Site or any Services in order to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in, any contraband Cryptocurrency, Fiat, funds, property, or proceeds;

8.2. use the Site or any Services if any applicable Laws, including but not limited to AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, prohibit, penalize, sanction, or expose the Site to liability for any Services furnished or offered to you or any of your Cryptocurrency Wallet(s) or Cryptocurrency Address(es) under these Terms of Service;

8.3. use the Site or any of the Services, to facilitate, approve, evade, avoid, violate, attempt to violate, aid or abet the violation of, or circumvent any applicable Laws, including but not limited to AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws;

8.4. use the Site or any Services to evade taxes under the Laws of the British Virgin Islands, or any other jurisdiction(s) applicable to you or the Site;

8.5. use the Site or any Services with anything other than Fiat, funds, keys, property, or Cryptocurrency that have been legally obtained by you and that belong to you;

8.6. use the Site or any Services to interfere with or subvert the rights or obligations of TPPL or the rights or obligations of any other Site user or any other third party or cause legal liability for TPPL or other Site user;

8.7. take advantage of any technical glitch, malfunction, failure, delay, default, or security breach on the Site;

8.8. use the Site or any Services to engage in conduct that is detrimental to TPPL or to any other Site user or any other third party;

8.9. use the Site or any Services to: (i) engage or attempt to engage in wash trading, spoofing, fictitious trading or price manipulation; (ii) enter orders or quotes in any Cryptocurrency market with the intent to disrupt, or with reckless disregard for the adverse impact on, the orderly conduct of trading or the fair execution of transactions; or (iii) enter orders or quotes in any Cryptocurrency market with the intent of creating the false impression of market depth or market interest;

8.10. falsify any account, Cryptocurrency Wallet, or Cryptocurrency Address registration, exchange, or administration details provided to TPPL, impersonate another Person or misrepresent your affiliation with a Person;

8.11. falsify or materially omit any information or provide misleading or inaccurate information requested by TPPL, including at registration or during the course of administering any Services to you;

8.12. cause injury to, or attempt to harm, TPPL or any third party through your access to the Site or any Services;

8.13. have more than one account and more than one Cryptocurrency Wallet on the Site, or use any Cryptocurrency Wallet on a one-time, ‘throwaway’ basis; any such additional Cryptocurrency Wallets or one time ‘throwaway’ Cryptocurrency Wallet may be terminated or suspended at the absolute discretion of TPPL;

8.14. where you are subject to prohibitions or restrictions as set forth in paragraph 3, access the Site or use any Services utilizing any virtual private network, proxy service, or any other third party service, network, or product with the effect of disguising your IP address or location, or access the Site or use any Services using a Cryptocurrency Address in or subject to the jurisdiction of any Prohibited Jurisdiction or Government or Government Official thereof; or,

8.15. violate, cause a violation of, or conspire or attempt to violate these Terms of Service or applicable Laws.

Any use, whether actual or suspected, as described in this paragraph shall constitute a **“Prohibited Use”**. If TPPL determines that you have engaged in any Prohibited Use, TPPL may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion. Such sanction may include, but is not limited to, making a report to any Government, law enforcement, or other authorities, without providing any notice of you about any such report; confiscation of any Fiat, funds, property, proceeds, or Cryptocurrencies in any Cryptocurrency Wallet that you have on the Site; and, suspending or terminating your access to any Services or Fiat, funds, property, or Cryptocurrencies from any Cryptocurrency Address. TPPL may, at its sole and absolute discretion, seize and deliver your property to any applicable Government, law enforcement, or other authorities where circumstances warrant. In addition, should your actions or inaction result in the imposition of economic costs to TPPL, you shall pay an amount to TPPL so as to render TPPL whole, including without limitation, the amount of taxes or penalties that might be imposed on TPPL.

9. Due Diligence Generally, Anti-Money Laundering and Counter-Terrorist Financing: TPPL is committed to providing safe, compliant, and reputable Services to identify, detect, prevent, and report on money laundering, terrorist financing, and other improper activities under applicable AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws. Accordingly, TPPL insists on a comprehensive and thorough user due diligence process implementation and ongoing analysis and reporting. You agree to provide the documents, information or records required by TPPL in a timely manner at any time. Such information may include but is not limited to self-certification about controlling persons. TPPL needs to retain certain information, documents and records according to applicable laws and its contractual relationships. TPPL hereby expressly reserves the right to retain such information, documents and records. Additionally, TPPL monitors for and assesses suspicious or sanctionable transactions under applicable AML, Anti-Corruption, and Economic Sanctions Laws, as well as undertakes mandatory reporting to FinCEN, OFAC, FIA, and international regulators. These undertakings shall apply even when you suspend or terminate your relationship with TPPL or abandon your application to have a Cryptocurrency Wallet with TPPL. Our policies apply to any and all Cryptocurrencies, Fiat, and other funds or property being exchanged on or through the Site or by any of you, your Affiliates, of any of TPPL's Associates.

TPPL reserves the right to refuse registration to, to bar transactions from or to, or to suspend or terminate the administration of Services, Cryptocurrency Address, or Cryptocurrency Wallet for or with, any user for any reason (or for no reason) at any time, including but not limited to the provisions of paragraphs 8 and 11, subject to any limitations imposed by applicable Laws. Without limiting the generality of the foregoing, this includes, but is not limited to, any transfer, transaction, business, or dealing with a: (i) Sanctioned Person, (ii) a Person from or in jurisdictions that does not meet international AML-CTF standards (including any jurisdiction identified by the FATF as high-risk, non-cooperative, or strategically deficient jurisdictions, or jurisdictions under increased monitoring including but not limited to Albania, Barbados, Burkina Faso, Cambodia, Haiti, Jamaica, Morocco, Myanmar, Nicaragua, Pakistan, Panama, Senegal, South Sudan, Turkey, Uganda, United Arab Emirates and Yemen); (iii) Person that presents a risk of any exposure to penalties, sanctions, or other liabilities under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws that may apply; and (iv) any Person that fails to meet any user due diligence standards, requests, or requirements of TPPL, or otherwise appears to be of high risk, including but not limited to any of the foregoing factors. In lieu of refusing registration or ongoing administration of your Cryptocurrency Wallet, TPPL may perform enhanced due diligence procedures. At all times, you may be subject to enhanced due diligence procedures in your use of the Site and any Service. If you decline to provide requested due diligence information or otherwise do not reply timely or substantively with the documentation or data requested, the Site has the absolute discretion to suspend or terminate Services to you immediately.

## 10. Intellectual Property:

10.1. The trademarks, service marks, and trade names, including both word marks and design marks (the "**Mark(s)**") are the property of TPPL or other third parties. You agree not to appropriate, copy, display, or use the Marks or other content without express, prior, written permission from TPPL or the third-party owner of the Marks, including without limitation, as a domain name, as social media profile/handle, on a website, in an advertisement, as or in connection with a phone number, as or in connection with an email address, in Internet search results, in meta data or code, or in any other manner;

10.2. Unless otherwise indicated, all materials on the Site are copyrighted by, and owned exclusively by, TPPL ("**Copyrights**"). TPPL reserves all rights in its Copyrights. You agree not to appropriate, copy, display, or use the Copyrights or other content without express, prior, written permission from TPPL;

10.3. You may link to the Site' s homepage or other pages, provided you do so in a way that is fair and legal and does not damage TPPL' s or TPPL' s reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on TPPL' s or TPPL' s part without prior, express, written consent;

10.4. The Site may provide certain social media features that enable you to link, send communications, or display certain content from the Site. You may use these features solely as they are provided by TPPL. You may not establish a link from any website that is not owned by you, cause the Site or portions of it to be displayed on or by any other site (for example, framing, deep linking, or in-line linking), or otherwise take any action with respect to the materials on the Site that is inconsistent with any other provision of these Terms; and

10.5. The Site and Services are owned by TPPL, its licensors, or other providers, and are protected by copyright, trademark, and other intellectual property or proprietary rights laws in various jurisdictions. All rights not expressly granted to you in these Terms are reserved by TPPL. Except as expressly authorized by TPPL or its licensors, you will not (a) license, sublicense, rent, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Site or Service in any way; (b) copy, modify, republish, distribute, or make derivative works based upon the Site or Service; (c) "frame" or "mirror" the Site or Service on any other server or wireless or Internet-based device; or (d) reverse engineer or access the Site or its Services in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions, or graphics of the Site or Service, or (iii) copy any ideas, features, functions, or graphics of the Site or Service.



**11. Your Representations & Warranties:** You represent and warrant to TPPL as follows:

11.1. if you are registering to use the Site on behalf of a legal entity, (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf;

11.2. that you understand the risks associated with using the Site, that you are not prohibited or restricted from using the Site by paragraph 2 of these Terms, and that you are not otherwise prohibited by applicable Laws from using the Site;

11.3. that you will not use the Site or any Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or blocked property, frozen assets, economic resources, or corruption related to any Person or Government Official under any applicable Laws, or to further any breach of applicable AML Laws or CTF Laws, or to deal in any unlawful Cryptocurrency, Fiat, property, funds, or proceeds;

11.4. that you will not trade or obtain financing on the Site or use any Services with anything other than Fiat, funds, or Cryptocurrency that have been legally obtained by you and that belong to you;

11.5. that you are currently in compliance with, and must, at your own cost and expense, comply with all Laws that relate to or affect the Services conducted under these Terms of Service, including but not limited to AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws;

11.6. that you consent to any and all tax and information reporting under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws, as TPPL may reasonably determine;

11.7. that neither you nor any of your Affiliates shall use any Cryptocurrency, Fiat, property, proceeds or funds subject to the Services of the Site directly or indirectly (i) on behalf of or for the benefit of a Sanctioned Person or any Person subject to the jurisdiction of a Prohibited Jurisdiction, except where authorized under any Government Approval or not restricted by applicable Laws; (ii) in violation of or as prohibited, restricted, or penalized under applicable Economic Sanctions Laws; or (iii) in any way that would violate, be inconsistent with, penalized under, or cause the omission of filing of any report required under applicable AML Laws, CTF Laws, or Economic Sanctions Laws;

11.8. that you have not (i) violated; (ii) been fined, debarred, sanctioned, the subject of Economic Sanctions-related restrictions, or otherwise penalized under; (iii) received any oral or written notice from any Government concerning actual or possible violation by you under; or (iv) received any other report that you are the subject or target of sanctions, restrictions, penalties, or enforcement action or investigation under, any applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws, or Economic Sanctions Laws;

11.9. that neither you nor any of your Affiliates is: (i) itself or owned or controlled by a Sanctioned Person; (ii) involved in any transaction, transfer, or conduct, whether or not by using or receiving the Services from any Cryptocurrency Wallet or Cryptocurrency Address, that is likely to result in you or your Affiliates becoming a Sanctioned Person; or (iii) residing or



domiciled in, or transferring Cryptocurrency, Fiat, funds, or property to, from, or through any Cryptocurrency Wallet, Cryptocurrency Address, or other account in, a Prohibited Jurisdiction or Government or Government Official of a Prohibited Jurisdiction;

11.10. that neither you nor any of your Affiliates has directly or indirectly offered, promised, given, or authorized any payment, or offered, promised, given, or authorized the giving of anything else of value, including any Cryptocurrencies, to a Government Official or individual employed by another entity in the private sector in violation of any applicable Anti-Corruption Laws;

11.11. that you will not falsify any Cryptocurrency Wallet registration or administration details provided to TPPL;

11.12. that you will not falsify or materially omit any information or provide misleading or inaccurate information requested by TPPL in the course of, directly or indirectly relating to, or arising from your activities on the Site or use of any Services, including at registration or during administration or other due diligence processes, and that if any information provided to TPPL becomes incorrect, you will promptly provide corrected information to TPPL;

11.13. that any instructions received or undertaken through your login credentials or from your authorized e-mail address on file with TPPL are deemed to be valid, binding, and conclusive, and that TPPL may act upon those instructions without any liability or responsibility attaching to it;

11.14. that you will fairly and promptly report all income associated with your activity on the Site pursuant to applicable Laws and pay any and all taxes exigible thereon; and

11.15. that you will accurately and promptly inform TPPL if you know or have reason to know whether any of the foregoing representations or warranties no longer is correct or becomes incorrect.

**12.** No Representations & Warranties by TPPL: TPPL makes no representations, warranties, or guarantees to you of any kind. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose. TPPL may also provide access to features or services that are identified as “beta” or pre-release. Without limiting the preceding sentences in this paragraph, you understand that such services are still in development, may have bugs or errors, may be feature incomplete, may materially change prior to a full commercial launch, or may never be released commercially.

**13.** No Advice: TPPL does not provide any investment advice or advice on trading techniques, models, algorithms, or any other schemes.

**14.** Limitation of Liability & Release: Important: Except as may be provided for in these Terms of

Service, TPPL assumes no liability or responsibility for and shall have no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses (collectively, referred to herein as "Losses" ) directly or indirectly arising out of or related to:

- 14.1. these Terms of Service;
- 14.2. the Site, and your use of it;
- 14.3. the Services, and your use of any of them;
- 14.4. any inaccurate, misleading, or incomplete statement by TPPL or on the Site regarding your Cryptocurrency Wallet, whether caused by TPPL's negligence or otherwise;
- 14.5. any failure, delay, malfunction, interruption, or decision (including any decision by TPPL to vary or interfere with your rights) by TPPL in operating the Site or providing any Service;
- 14.6. any stolen, lost, or unauthorized use of your Cryptocurrency Wallet information, any breach of security or data breach related to your Cryptocurrency Wallet information, or any criminal or other third party act affecting TPPL or any Associate; or,
- 14.7. any offer, representation, suggestion, statement, or claim made about TPPL, the Site, or any Service by any Associate;
- 14.8. any delay in withdrawal or redemption, or loss of value of USDI or the Reserves backing such USDI resulting from failure or insolvency of any bank, depository, custodian, borrower, or payment processor holding or processing the assets backing USDI, or from the theft of such assets, or from freezes, seizures, or other legal process asserted by a Government;
- 14.9. TPPL electing to support or not support a particular blockchain or protocol, any forked version of any particular blockchain or protocol or any Cryptocurrency resulting from a fork of a blockchain or protocol;
- 14.10. your failure to effectuate the migration of your USDI to another blockchain or protocol identified by TPPL; or,
- 14.11. another Person using your Cryptocurrencies, Cryptocurrency Wallet, account or password, with or without your knowledge.

You hereby agree to release the Associates from liability for any and all Losses, and you shall indemnify and save and hold the Associates harmless from and against all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of law or regulation, or any other basis, even if the Associates have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of any other remedies.

15. No Waiver: Any failure by TPPL to exercise any of its respective rights, powers, or remedies under these Terms of Service, or any delay by TPPL in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by TPPL does not prevent either from exercising any other rights, powers, or remedies.
16. Force Majeure: TPPL (or any bank, depository or service provider where our deposit accounts are held or Reserves are handled) is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is due to fires; strikes or labor disputes; riots; embargoes; floods; bank failures; Cryptocurrency market collapse or fluctuations; power outages or failures; acts of God or the state' s enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; Internet disruptions, viruses, and mechanical, power, or communications failures; security breaches or cyber attacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against or that are otherwise outside TPPL' s control. In the event of force majeure, TPPL is excused from any and all performance obligations and these Terms of Service shall be fully and conclusively at an end.
17. Assignment: These Terms of Service, and any of the rights, duties, and obligations contained herein, are not assignable by you without prior written consent of TPPL. These Terms of Service, and any of the rights, duties, and obligations contained herein, are freely assignable by TPPL without notice or your consent. Any attempt by you to assign these Terms of Service without written consent is void.
18. Severability: If any provision of these Terms of Service or part thereof, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision to the extent of its illegality, unenforceability, invalidity, or voidness, as may be, and everything else in these Terms of Service continues in full force and effect.

19. Sharing of Personal Information: From time to time, TPPL receives information requests from law enforcement agencies around the world. In this context, TPPL might be ordered to share and/or will provide on a voluntary basis, if this appears reasonable and necessary, your Personal Information with/to law enforcement agencies and/or a Government. You hereby consent to the sharing of your Personal Information as further detailed in these [Terms of Service](#), the [Privacy Policy](#) and the [Law Enforcement Requests Policy](#).