

TERMS OF USE

These Terms of Use govern access and use of <https://FI.Crymbo.com/> subdomains (“**Platform**”) and the various services facilitated and provided by the Platform to a User. User shall mean any person/persons/entity, who visits, uses, deals with and/ or transact through the website/app/referrals/API/widgets or avails other Services provided by the Platform.

By accessing, using or clicking “**I agree**” to any of the services made available by Crymbo (<https://FI.Crymbo.com/>) or one of its affiliates through the website including referrals, the API, our mobile applications, or any other related services provided by Crymbo (collectively, the “**Services**”) you agree that you have read, understood and accepted all of the terms and conditions contained in this Terms of Use Agreement (the “**Terms**”).

As used herein, “**Company**”, “**Crymbo**”, “**Cambiu Limited**”, “**Ourselves**”, and “**We**” refers to the Platform and to its owners, operators, employees, directors, officers, agents, insurers, suppliers, and attorneys. The platform is owned and operated by “Cambiu Limited” (AKA “Crymbo”). “**Client**”, “**Customer**”, “**User**”, “**You**” and “**Your**” refers to you, including any person or a business entity whether any individual, firm, corporation etc. “**Party**” refers to either You or Us and “**Parties**” refers to You and Us collectively. “**Digital asset**” or “**DAs**” refers to cryptocurrencies, i.e., digital money, which is issued and usually controlled by its developers, and used and accepted among the members of a specific virtual community, including but not limited to Bitcoins, Ether, Litecoin, Ripple and other currencies

You should read, agree, and accept the entire Terms of Use prior to Your use of this Platform or any of the Services provided by Us. You are hereby expressly barred from accessing the Platform or availing the Service unless You agree and accept these Terms of Use.

As long as you agree to and comply with these Terms of Use, Crymbo grants to You a limited non-exclusive, non-transferable, non-sub-licensable, and limited right to enter and use the Platform and the Service as per these Terms.

Terms of Service:

1. Crymbo enables financial institutions to offer digital assets to their end customers (You) via its white labeled solution hosted at Crymbo’s subdomains under (<https://FI.Crymbo.com/>).
2. Crymbo might offer its services via external or third parties.

3. Crymbo is neither the creator nor the administrator of any Digital Asset or Currency. It merely acts as an aggregator and intermediary between the User and the various virtual currency exchanges and service providers across the globe through External Platforms and APIs.
4. **Eligibility:** You represent and warrant that you (a) are at least 18 years old and competent to form a binding contract under applicable law, (b) are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms, and (c) have not previously been suspended or removed from using our Services. If you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all necessary rights and authority to bind such legal entity.
5. **Fee:** All kinds of fees are included in the quantities shown to You during the comparison of rates across the DA exchanges.
6. Crymbo has no control over the generation, distribution, retention or termination of digital assets. Crymbo does not control the market volatility of digital assets. It merely acts as an intermediary for the services offered, which are more fully set out hereinabove.
7. Crymbo does not provide any warranty of any kind, either express or implied. Services and the Platform and any information or content contained therein is provided on an “as-is” and “as available” basis. User avails of the Services and / or dealing in digital assets does so at their own risk and with full disclosure of possible wiping out of the entire holding or valuation, in the event of the occurrence of any of the risk factors including but not limited to changes in regulatory or legal position or restrictions that may be placed on Crymbo, it is hereby expressly declared that Crymbo offers no warranty of any kind regarding the Platform or the Services.
8. **Restrictions:** By accessing and using the Services and / or the Platform and / or any part thereof, you represent and warrant that you are not on any trade or economic sanctions lists, such as the UN Security Council Sanctions list, designated as a “Specially Designated National” by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or not placed on the U.S. Commerce Department’s “Denied Persons List” or you are not from Cuba, Iran, North Korea, Crimea, Sudan, Syria, Afghanistan, Pakistan and the United States of America (including all USA territories like Puerto Rico, American Samoa, Guam, Northern Mariana Island, and the US Virgin Islands St. Croix, St. John and St. Thomas). You are also required to ensure that your jurisdiction permits lawful trading in Digital assets. In the event that it doesn’t, please discontinue the use of the Service or the Platform immediately.
9. **Compliance with Applicable Laws:** Crymbo does not encourage the violation of any laws and cannot be held responsible for violation of such laws in any jurisdiction of the world. It is Your responsibility to follow the laws of Your

country of residence and/or country from which You access this Platform or Services and shall indemnify Crymbo from any breach of this obligation by You.

10. **Know Your Customer Requirements:** We are committed to protecting our Users from fraud, scam and other such financial crimes on the Platform. In order to prevent such activities, it is necessary to take measures to verify the identity of the customer and the authenticity of the transactions. You agree to share personal information including, but not limited to, your Name, Email Address, Contact Information, Telephone Number, Username, Government Issued ID, Date of Birth, Photographs, Source and Ownership of Funds and other information as per the specific requirements of Crymbo and as may be specified to you from time to time. The Know Your Customer (KYC) details may be requested by Crymbo independently as per its own discretion or upon receipt of a request from a digital asset exchange or any Law Enforcement Authority. The KYC information provided to us can also be shared with the relevant DA exchange and/or the Law Enforcement Authorities. The KYC information will be used, specifically for detection of money laundering, terrorist financing, fraud, and various other related financial crimes through the Crymbo's Platform and/or Services. You also authorize us to make inquiries, either directly or through third parties, that are deemed necessary for this purpose. Crymbo may also use third-party services to collect User's KYC information.
11. **Prohibited Use:** In addition to other prohibitions as set forth in the Terms, You are prohibited from using the Platform or Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others.

Taxes:

It is Your responsibility to determine, collect, report, and submit any/all taxes applicable to the payments You make or receive in connection with the use of the Platform and the Service to the appropriate tax authority. Crymbo is not responsible for determining whether taxes apply to Your transaction, or for collecting, reporting or remitting any taxes arising from any transaction undertaken via the Platform or Services.

Privacy Policy:

Crymbo may collect information with respect to Your wallet addresses, Transactions, and Your IP address. Crymbo does not in any way obscure the information that it does request or obtain. Due to the inherent transparency of blockchains of DAs, transactions to and from the Platform and Services are public, and maybe disclosed by Us, to any third party, including but not limited to government regulators.

We may also place cookies on Your device while You access the Platform. Cookies collect User information including Platform usage, visits to the Platform and other User-generated information. Cookies allow Users to navigate from page to page without having to re-login each time, count visits, and see which areas and features of the Platform are popular.

Any sensitive information in these cookies is encoded so that only Crymbo can interpret the information stored on them. The cookies are placed for the following purposes:

- Recognize You as a Crymbo User,
- Collect information about Your computer to mitigate risk and help prevent fraud,
- Customize Your experience, content, and advertising, and
- Measure promotional effectiveness.

Further, the use of cookies and other technologies may allow Crymbo and third parties to collect information about User browsing activities over time and across different websites following the use of Service.

Crymbo may also use third-party analytical tools to collect data about the usage of the Platform or Services. The information collected identifies the types and timing of actions taken, including installation, registration, uploading, and certain types of navigation. All this information is used internally for the purpose of understanding how the Platform is being used and to improve the same.

You are advised to not utilizing Crymbo to obscure transactions or assets in any way. Law enforcement has full access to blockchain information with respect to DAs that go in or out of Crymbo's system. You accept that Crymbo will comply with all legal requests for information and reserves the right to share the information shared by You in its sole discretion.

Risks:

The use of the Platform and the Service may entail the following risks:

1. Digital asset Currency transactions are irreversible after they hit the network and once a transaction is initiated by You, it can neither be cancelled, modified nor reversed by Us.

2. The values of DAs are highly volatile and tends to fluctuate, due to which there may be an increase or decrease in the value of the digital asset You receive after conversion. DAs are subject to large swings in value and may even become worthless. There is always an inherent risk of losses associated with buying, selling or trading in DAs. It is also possible that the valuation and price of DA changes after the transaction has been initiated by You or while the transaction and You are hereby advised of the same. Under no circumstance shall Crymbo be liable for any such changes or fluctuations.
3. DAs are not backed by any government or commodities and hence may be susceptible to risks not generally associated with other forms of legal tenders.
4. As DA is digital cash managed by a peer-to-peer system of networks, there is also the risk of loss of confidence in DA trading. The valuation of DAs is based on a supply and demand economy model.
5. There may be additional risks that we have not foreseen or identified in this economy or these Terms of Use.

You should carefully assess whether Your financial situation and tolerance for risk is suitable for buying, selling or trading DAs.

Limited Right of Use:

Unless otherwise specified, all content, design, graphic symbols, etc ("**Materials**") on this Platform are the property of the Company and are protected by copyright, trademark, and other applicable laws. You may view, print, and/or download a copy of such Materials on any single computer solely for Your use, provided You keep intact all copyright and other proprietary notices. The trademarks, service marks, and logos of Crymbo and others used in this Platform ("**Trademarks**") are the property of the Company and their respective owners. The software, text, images, graphics, data, prices, trades, charts, graphs, video, and audio used on this Platform belong to Company. The Trademarks and Materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such Materials on any other website or networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, trademark, and other applicable laws and could result in criminal or civil legal actions and penalties.

Usage:

Each User shall ensure compliance with the following terms while availing or accessing the Platform or the Service:

1. By accessing the Platform, You agree to provide Company with current, accurate, and complete information about Yourself, and to keep such

information updated. You further agree that You will not use or trade in DAs using DAs than Your own and obtained through legal channels and for legal purposes.

2. If there is any suspicious activity related to the transaction undertaken by You via the Platform or Services, We may, but are not obligated, to request additional information from You, including authenticating documents and to freeze any transactions pending.
3. You are required to notify Crymbo immediately of any unauthorized use of the Platform or Service that You may become aware of, by way of an email addressed to info@crymbo.com. The User who violates these Terms of Use may be the concerned authorities or restricted from accessing the Platform, and further shall also be held liable for losses incurred by Company or any User of the Platform.
4. You hereby agree that You shall not use the Platform or our Service, in connection with any activity violating any law, statute, ordinance, or regulation of any jurisdiction. Further, You shall not exchange DAs via using the Platform that is obtained through illegal activities and You will also not use the Service to perform any illegal activity of any sort, in any jurisdiction, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. Source of DAs exchanged by You is not known to Crymbo and You hereby agree to ensure that it always comes from legitimate sources.
5. Crymbo only acts as an information intermediary and an aggregator of various virtual currency exchanges. In case of any technical or manual error that happens by Crymbo, the Company will, on a best-effort basis, take the steps to undertake the requisite corrections including the involved transactions and/or records and will intimate You about the correction in a timely manner. If such correction creates a liability on You, you will be required to incur that liability.
6. You need to understand that You agree to the above and authorize Us to suspend Your access if You are found to be in violation of these Terms of Use.

External Platforms:

The Platform may provide links or other forms of reference to other websites ("**External Platforms**") or resources over which We have no control. You acknowledge that Crymbo is providing any such links or references of External Platforms or resources to You, including APIs to various digital assets exchanges, only as a convenience to You and that Crymbo makes no representations whatsoever about any External Platforms which You may access through or via this Platform, including such External Platforms being free of such items as viruses, worms, trojan horses, and other items of a destructive nature. Crymbo is not responsible for the availability of, and content provided on any External Platforms. You are requested to review the terms of use and policies posted by such External Platforms regarding privacy and other topics before use. Crymbo is not responsible for third party content accessible through the Platform,

including opinions, advice, statements, prices, activities, and advertisements, and You shall bear all risks associated with the use of such content or trading DAs on such External Platform.

Prohibition on Money Laundering / Illegal Activities:

Crymbo has zero tolerance towards use of its Services for any illegal purpose. Any such abuse by any User shall result in forthwith restriction of access and reporting of such activities to concerned regulatory and statutory authorities. Crymbo shall report all suspicious activities to the concerned authorities to ensure initiation of investigation and prosecution against You, if required.

1. Users shall not use circumvention or obfuscating technologies to mask their IP addresses or to hide transaction details.
2. Users shall not create or circulate any technologies which violate, or which would facilitate other users to violate the terms hereof including for masking IP addresses or to obfuscate transaction details.
3. Users shall not misrepresent, misinform or misguide Crymbo or its partners/external providers in any manner. Users are hereby duly informed that We shall share all details with regulatory or legal authorities and the User shall be solely responsible for the correctness of the contents provided or for legal action for false or incorrect information furnished.
4. Users are cautioned against undertaking any suspicious activity on or through the Platform or Services. In the event of any suspicious or large transactions being undertaken by You, Crymbo shall have the right but not the obligation to verify such activity by sharing Your IP address and other KYC details with the relevant authority, and if required, suspend the transactions or freeze Your access.
5. Notwithstanding the foregoing, if in Crymbo's sole discretion, the source of any DA is illegal or suspicious, Crymbo reserves the right to retain and confiscate all DAs related to such illegal or suspicious activity.

Limitation of Liability:

1. Users of this Platform are responsible for their actions in connection with the use of the Platform and Service.
2. Crymbo is not responsible for the outcome, whether positive or negative, of any action performed by any of its Users within or related to the Platform / Service.
3. The Parties agree that IN NO EVENT shall Crymbo or its affiliates, officers, directors, agents, employees, and suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the use of our Platform, Service, or these Terms of Use.

4. User shall not invest in DAs under any assumption of high earnings or profits. DAs being digital assets issued by private entrepreneurs are subject to market risks and volatile pricing, which may even render them worthless. Users are therefore cautioned of the inherent risks involved in procuring DAs.
5. Use of Crymbo may carry risks as also detailed in the Risk section above and is to be used as an experimental software only. In no event shall Crymbo be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or 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, loss of DAs or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to these Terms of Use; the Privacy Policy, any service of Crymbo, the use of Crymbo, exchange of Your digital assets or DAs by any other party not authorized by You (collectively, all of the foregoing items shall be referred to herein as "**Losses**"). Crymbo is hereby released by You from liability for any and all Losses. 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 Crymbo has been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies. Notwithstanding anything else in these Terms of Use, in no event shall the combined aggregate liability of Crymbo for any Loss exceed US\$ 20 (Twenty US Dollars). In the event that any transfers of DAs are erroneously credited, the User is bound to report the same and to arrange to refund or transfer it to relevant DA exchange or to the rightful owner, as confirmed by the relevant DA exchange. Failure to do so would amount to a material breach and in addition to the remedies available through court processes.
6. In the event that a User resides in any such jurisdiction where transactions in DAs is prohibited, Users shall not use the Platform or the Services to conduct any transaction in DAs. In the event that such transgression is brought to the notice of Crymbo, the Company shall forthwith restrict Your access to the Platform. Users are therefore duly warned against availing Platform and Services, where there is a specific ban against the transactions envisaged and offered by Crymbo. The Parties agree that the Users shall be solely responsible for ensuring compliance with the above duty and responsibility to follow the laws of the country of residence.
7. This Agreement shall be governed by and construed according to the UK laws. You hereby agree that you are fully aware of the current Government and regulatory status with respect to DAs in the UK and the risks involved in dealing with or investing in the same. By accessing the Platform, You are deemed to have understood, agreed to and accepted the risk and costs of such investment.

8. If We are unable to perform the Service outlined in the Terms of Use due to factors beyond our control including but not limited to an event of force majeure, change of law or change in sanctions policy We will not have any liability to You with respect to the Service provided under these Terms of Use and for a time period coincident with the event.

Financial Regulation and Advice:

We do not provide any investment advice in connection with the Service contemplated by these Terms of Use. While We may provide information on the value, range, volatility of DAs, and events that may affect/have affected the value of DAs directly on the Platform or through other social media channels, this is not considered investment advice and should not be construed as such. Crymbo will not be liable for any loss suffered by You in connection with any transaction involving Crymbo / the Service or the Platform.

Our business model, and our Service consists of facilitating the buying and selling of DAs uses regulated 3rd party entities and partners even if Crymbo itself is not a regulated entity itself.

Assignment:

You acknowledge and agree that the Company can freely assign these Terms of Use or any of its rights under these Terms of Use to any person without Your consent. You shall, however, not be entitled to assign these Terms of Use, in whole or in part, to another person without the prior written approval of the Company.

Termination:

You may terminate this agreement with Us, at any time, following the settlement of any pending transactions.

You agree that Company may, by giving notice, in its sole discretion, restrict Your access to the Platform; including without limitation, suspending or terminating the Service, prohibiting access to the Platform and its content, services and tools, delaying or removing hosted content, and taking technical and legal actions to keep You off the Platform if We, in our sole discretion, reasonably perceive that You are creating any problems, including without limitation, possible legal liabilities, infringement of the intellectual property rights, or acting inconsistently with the letter or spirit of these Terms of Use.

We may, in appropriate circumstances and at our sole discretion, initiate the above actions for any reason, including without limitation:

1. Attempts to gain unauthorized access to the Platform or providing assistance to others' attempting to do so;
2. Usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities;
3. Violations of these Terms of Use;
4. Failure to pay or fraudulent payment for transactions;
5. Unexpected operational difficulties; or
6. Upon the request of law enforcement or other government agencies.

Consequences of Termination:

Upon termination of this Agreement or earlier determination, the rendering of the Services shall stand immediately terminated by the Company and the User shall not be entitled to access or avail the Platform.

Jurisdiction:

These Terms of Use shall be governed and construed in accordance with the laws of United Kingdom. The Parties agree to irrevocably submit to the exclusive jurisdiction of the courts in London, UK for the resolution of any disputes arising from these Terms of Use.

Indemnity:

To the full extent permitted by applicable law, You hereby agree to indemnify Crymbo, and its affiliates, officers, directors, agents, employees, and suppliers against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or otherwise arising from Your use of the Platform, Service, or from Your violation of these Terms of Use.

Modification of Terms:

Crymbo reserves the right to change, add or remove or modify the Platform, the Service, the Terms of Use or any content therein, at any time, with or without notice, in its sole discretion.

Contact:

If You have any questions relating to these Terms of Use, Your rights, and obligations arising from these Terms of Use and/or Your use of the Platform and the Service, or any other matter, please contact us at info@crymbo.com