



TRADING SMRT



Legal

A. INTRODUCTION.

1. Please read the Terms carefully.
2. These Terms of Use is entered into between you (hereinafter referred to as “you” or “your”) and Trading SMRT. By accessing, downloading, using or clicking on “I agree” to accept any services provided by Trading SMRT, you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “these Terms”). For some services you may be subject to specific additional terms and conditions applicable to those features. By accessing, using or attempting to use Trading SMRT services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access our Services, do not stack you Ether and do not buy SMRT token.
3. As with any asset, the values of digital tokens, including SMRT may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding, arbitrating or operating in any way with digital tokens and their derivatives.
4. **BY STAKING YOU ETHER FOR CROWDSALE AND/OR USING OUR SERVICES YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL TOKENS AND THEIR DERIVATIVES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF TRADING SMRT AND TRANSACTIONS OF DIGITAL TOKENS AND THEIR DERIVATIVES; AND (3) TRADING SMRT SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.**

B. Definitions

1. **Trading SMRT** refers to a platform that may be operated through a website, mobile applications and other applications that may be developed to offer our Services.
2. **Trading SMRT Operators** refer to all parties that run Trading SMART, including but not limited to legal persons, unincorporated organizations and teams that provide our Services and are responsible for such Services. For convenience, unless otherwise stated, references to “Trading SMRT”, “our” and “we” in these Terms specifically mean **Trading SMRT Operators** .**UNDER THESE TERMS, Trading SMRT Operators MAY CHANGE AS TRADING SMRT’S BUSINESS EVOLVE, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF Trading SMRT Operators MAY BE EXPANDED DUE TO THE PROVISION OF NEW SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE OUR SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO JOINTLY EXECUTE THESE TERMS WITH THE NEWLY ADDED Trading SMRT Operators. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE**



PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

3. **Services** refer to services provided to you by Trading SMRT that are based on Internet and/or blockchain technologies and offered via Trading SMRT websites, mobile applications, and other forms. Services include but are not limited to digital token automatic arbitrage.
4. **Platform Rules** refer to all rules, interpretations, announcements, and other contents that will be subsequently released by Trading SMRT, as well as all regulations, implementation rules, product process descriptions, and announcements published.
5. **Users** refer to you and all individuals, institutions or organizations that access and use our Services meeting the criteria and conditions stipulated by Us.
6. **Digital Tokens** refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form. SMRT is a Digital Token.
7. **Accounts** refers to the crowdsale foundational virtual accounts and any main accounts and subaccounts, which are opened by Trading SMRT for Users to their usage of the Services, transactions and basic information. Accounts serve as the basis for Users to enjoy and exercise their rights.
8. **SMRT-Arbitrage** is the simultaneous purchase and sale of the same Digital Token in different markets in order to try to obtain a profit from the differences in the Digital Token listed price. SMRT-Arbitrage will be run automatically by Trading SMRT bot.
9. **Crowdsale** is the method Trading SMRT chose to fund the project. We are pre-selling the Digital Token SMRT, not only as a way to fund the development of the platform and Services, but also to test the real interest in the Services.
10. **SMRT** is the native Digital Token of Trading SMRT Platform. Is a ERC-20 token, design to be used in Ethereum blockchain. It is a utility token, with no intrinsic value. SMRT will only let Users to use and pay for the Services. Buying SMRT it is not an investment per se and does not implies any reasonable expectation of profit . Holding SMRT does not make Users partners of other Users and/or partners of Trading SMRT, does not give Users any decision rights over Trading SMRT and does not give Users any share on profits derived from managerial efforts of Trading SMRT.

C. General Provisions

1. About These Terms

- (i) **Contractual Relationship.** These Terms constitute a legal agreement and create a binding contract between you and Trading SMRT Operators.
- (ii) **Supplementary Terms** Due to the rapid development of Digital Tokens and the early development stage (proof of concept) of Trading SMRT, these Terms between you and Trading SMRT Operators do not cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, **YOU ACKNOWLEDGE THAT YOU MAY HAVE TO ENTER INTO SEPARATELY AGREEMENTS**



BETWEEN YOU AND TRADING SMRT OPERATORS AND THOSE AGREEMENTS ARE GOING TO BE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TERMS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ANY SUPPLEMENTARY TERMS THAT MAY APPLY.

- (iii) **Changes to These Terms** We reserves the right to change or modify these Terms in our discretion at any time. We will notify such changes by updating the terms on our website. **ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TERMS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS, YOU MUST STOP USING SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TERMS TO ENSURE YOUR UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF SERVICES.**
 - (iv) **d. Prohibition of Use.** BY ACCESSING AND USING SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGO OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. WE RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN OUR DISCRETION, THE PROVISION OF SERVICES IN CERTAIN COUNTRIES OR REGIONS.
2. **About Us.** Trading SMRT is still just a concept. If Crowdsale is successful, Trading SMRT will mainly serve as an automatic SMRT-Arbitrage platform. Users must register and open an account with Us, and deposit Ethereum in this Crowdsale stage. If the Crowdsale it is successful, Users will receive SMRT into their operating Accounts. Once SMRT became available in the Accounts, Users will be able to use the Services, including SMRT-Arbitrage. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Digital Tokens. Trading SMRT Operators cannot and does not guarantee the accuracy, applicability, reliability, integrity, performance or appropriateness of the information published on our website or whitepaper and Trading SMRT Operators shall not be liable for any loss or damage that may be caused directly or indirectly by your use of those contents. The information about Services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. We do not provide investment or consulting advice of any kind, and we are not responsible for the use or interpretation of information on Trading SMRT or



any other communication medium. All Users must understand the risks involved in Digital Token trading, and are recommended to exercise prudence and trade responsibly within their own capabilities.

3. Account Registration

- (i) **Registration.** All Users must apply for an Account at our website before using the Services. When you register an Account, you must provide your real name, email address, password, valid ID, and accept these Terms and other Platform Rules. We may refuse, to open an Account for you. You agree to provide complete and accurate information when opening an Account, and agree to timely update any information you provide to maintain the integrity and accuracy of the information. You have to also link an Ethereum Wallet.
- (ii) **Eligibility.** By registering to use an Account, you represent and warrant that (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using the Services; (iv) you do not currently have an Account; (v) your use of the Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.
- (iii) **User Identity Verification.** For your registration you will be deemed to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. **IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, WE RESERVE THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO**



US DURING YOUR USE OF THE SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE.

- (iv) **Account Usage Requirements.** The Account can only be used by the account registrant. We reserve the right to suspend, freeze or cancel the use of the Account by persons other than account registrant. Trading SMRT Operators assumes no liability for any loss or damage arising from the use of the Account by you or any third party with or without your authorization.
 - (v) **Account Security.** You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your Account and information. We assume no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.
- 4. Privacy Policy: Personal Data.** Your personal data will be properly protected and kept confidential, but we have the right to collect, process, use or disclose your personal data in accordance with the Terms or applicable laws. Depending on the products or services concerned, your personal data may be disclosed to the following third parties: any counterparty; Trading SMRT Operators, and the shareholders, partners, investors, directors, supervisors, senior managers and employees of such entities; our joint ventures, alliance partners and business partners; our agents, contractors, suppliers, third-party service providers and professional advisers, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information technology, payroll, information processing, training, market research, storage and archival; third-party business partners who provide goods and services or sponsor contests or other promotional activities, whether or not in cooperation with us; insurance companies or insurance investigators and credit providers; credit bureaus, or any debt collection agencies or dispute resolution centers in the event of violation or dispute; business partners, investors, trustees or assignees (actual or expected) that promote business asset transactions (which can be broadened to include any merger, acquisition or asset sale) of Trading SMRT Operators; professional consultants such as auditors and lawyers; relevant government regulatory agencies or law enforcement agencies to comply with laws or regulations formulated by government authorities; assignees of our rights and obligations; banks, credit card companies and their respective service providers; persons with your consent as determined by you or the applicable contract.
- 5. Crowdsale.** The Crowdsale of SMRT tokens will start at 01/05/2021 (the “Start Day”) and will end 01/05/2022 or before when the objective staking target gets completed (the “Finish Day”). Trading SMRT Operators will only launch the Services if USD 4.000.000 in Ether (ETH) are staked before Finish Day (the



“Staking Target”). If the Staking Target is reached within the above-mentioned term, then the SMRT tokens will be automatically delivered to the Users registered wallets. SMRT tokens will only be delivered to the wallet registered during the registration process. If Users lose access to their registered wallet, Users are not going to be able to get SMRT token delivered to any other wallet. Users will stake their Ether and the platform will inform the value of those Ethers in US Dollars at the staking time. If Staking Target is reached, Users will receive one SMRT for every 0,10 US Dollar in Ether deposited at the staking. If Staking Target does not get completed, Trading SMRT will reimburse each User with 80% of the Ethereum staked, within 30 days of the Finish Day.

6. **Services.** Upon completion of the registration and identity verification for your Account and if Crowdsale is complete, you may use various Services, including but not limited to SMRT-Arbitrage, in accordance with the provisions of these Terms and any additional Platform Rules. We have the right to: (a) Provide, modify or terminate, in its discretion, any Services based on our development plan; and (b) Allow or prohibit some Users' use of any Services in accordance with relevant Platform Rules.

7. **Service Usage Guidelines**

- (i) **License.** Provided that you constantly comply with the express terms and conditions stated in these Terms, Trading SMRT Operators grants you a revocable, limited, non-exclusive, non-transferable, and non-sublicensable subscription license to access and use the Services. You are prohibited to use Services for resale or commercial purposes. All the above actions are expressly prohibited and constitute a material violation of these Terms. Trading SMRT reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using the Services in any way not expressly authorized by these Terms. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the Services or provided through the Services, are exclusively owned, controlled and/or licensed by Trading SMRT Operators.
- (ii) **Restrictions.** When you use the Services, you agree and undertake to comply with the following provisions: (a) all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and Platform Rules; (b) your use of the Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using the Services; (c) you agree not to use the Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law); (d) without prior written consent from Trading SMRT Operators, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble,



broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties; (e) you may not use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of the Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through the Services; you may not attempt to access any part or function of the properties without authorization, or connect to the Services by hacking, password mining or any other unlawful or prohibited means; you may also not probe, scan or test the vulnerabilities of the Services or any network connected to the properties, or violate any security or authentication measures on the Services or any network connected to the Services, or act and/or use the Services in an illegal way.

- (iii) **Sanctions.** By accessing the Services, you agree that we have the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to: Blocking and closing order requests; Freezing your account; Reporting the incident to the authorities; Publishing the alleged violations and actions that have been taken; Deleting any information you published that are found to be violations.

8. Liabilities

- (i) **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF TRADING SMRT OPERATORS ARE OFFERED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, TRADING SMRT OPERATORS DOES NOT REPRESENT OR WARRANT THAT THE SITE AND/OR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TRADING SMRT OPERATORS DOES NOT GUARANTEE THAT ANY SMRT-ARBITRAGE ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT TRADING SMRT OPERATORS WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR



RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL TOKEN PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA AND/OR EXECUTION OF ANY TRANSACTION ORDER, (C) INTERRUPTION IN ANY SUCH DATA, (D) REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY TRADING SMRT OPERATORS AND SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE, (E) ANY DAMAGES INCURRED BY OTHER USERS' ACTIONS, OMISSIONS OR VIOLATION OF THESE TERMS, (F) ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZED BY TRADING SMRT OPERATORS.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

- (ii) Disclaimer of Damages and Limitation of Liability TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TRADING SMRT OPERATORS, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF TRADING SMRT OPERATORS AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF TRADING SMRT OPERATORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF TRADING SMRT OPERATORS FRAUD OR INTENTIONAL VIOLATION OF LAW. IN NO EVENT WILL THE LIABILITY OF TRADING SMRT OPERATORS, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF TRADING SMRT OPERATORS AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO TRADING SMRT OPERATORS UNDER THESE TERMS IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.



9. Indemnification. You agree to indemnify and hold harmless Trading SMRT Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, the Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of the Services. If you are obligated to indemnify Trading SMRT Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, Trading SMRT Operators will have the right, in its sole discretion, to control any action or proceeding and to determine whether Trading SMRT Operators wishes to settle, and if so, on what terms.

10. Termination of Agreement

(i) **Suspension of Accounts.** You agree that Trading SMRT Operators shall have the right to immediately suspend your Account, freeze or lock the Digital Tokens or funds in all such Accounts, and suspend your access to the Services for any reason including if we suspect any such Accounts to be in violation of these Terms or any applicable laws and regulations. Trading SMRT Operators shall not be liable to you for any permanent or temporary modification of your Account, or suspension or termination of your access to all or any portion of the Services. Trading SMRT Operators shall reserve the right to keep and use the transaction data or other information related to such Accounts. The above account controls may also be applied in the following cases: (a) the Account is subject to a governmental proceeding, criminal investigation or other pending litigation; (b) we detect unusual activities and/or unauthorized access in the Account; (c) we are required to do so by a court order or command by a regulatory/government authority.

(ii) **Cancellation of Accounts.** In case of any of the following events, Trading SMRT Operators shall have the right to directly terminate these Terms by cancelling your Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your Account on Trading SMRT and withdraw the corresponding Account thereof: (a) after Services termination; (b) the information that you have provided is untruthful, inaccurate, outdated or incomplete; (c) when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your Account or by other means; (d) any other circumstances where Trading SMRT Operators deems it should terminate Services. Should your Account be terminated, the account and transactional information that meet data retention standards will be securely stored for 5 years.

If we are informed that any Digital Token or funds held in your Account are stolen or otherwise are not lawfully possessed by you, we may, but has no obligation to, place an administrative hold on the affected funds and your Account. We may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to Us has been provided.



We will not involve in any such dispute or the resolution of the dispute. You agree that we will have no liability or responsibility for any such hold, or for your inability to withdraw Digital Token or funds or execute trades during the period of any such hold.

- (iii) **Remaining Funds After Account Termination.** Once your Account is closed/withdrawn, all remaining account balance (which includes charges and liabilities owed to Trading SMRT Operators) will be payable immediately to Trading SMRT Operators. Upon payment of all outstanding charges to Trading SMRT Operators (if any), Users will have 5 business days to withdraw all DigitalTokens or funds from the account.

- 11. **No Financial Advice.** Trading SMRT is not a broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using the Services. No communication or information provided to you by Trading SMRT is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. Unless otherwise specified in these Terms, all SMRT-Arbitrages or any other trade are executed automatically, based on the parameters of your order instructions and in accordance with trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. We do not recommend that any Digital Token should be bought, earned, sold, or held by you. Before making the decision to buy, sell, hold or arbitrage any Digital Asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. Trading SMRT Operators will not be held responsible for the decisions you make based on the information provided by Trading SMRT Operators. Trading SMRT is not a registered investment agent or broker in any jurisdiction, does not guarantee profits or that you will not lose all or part of the capital you invest. The Digital Tokens with which Trading SMRT operates are extremely volatile, which is why the SMRT-Arbitrage operations carried out involve a high risk, higher than that of traditional assets. If your investment profile is conservative, you should not trade SMRT. Your deposits are not guaranteed by any government or private entity. You should carry out your own analysis and research before making an investment, taking into account your own objectives and your personal situation. Past performance does not guarantee future performance and/or gains.

12. Resolving Disputes. : Forum, Arbitration, Class Action Waiver

- (i) **Notice of Claim and Dispute Resolution Period.** Please contact Us first! We want to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with Us, then you should contact Us and a ticket number will be assigned. We will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain

confidential and be subject to applicable rules protecting settlement



discussions from use as evidence in any legal proceeding). In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against Tradin SMRT, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to Trading SMRT. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your Account email. The Notice of Claim should be submitted to an email address or hyperlink provided in your correspondence with Trading SMRT. After you have provided the Notice of Claim to Trading SMRT, the dispute referenced in the Notice of Claim may be submitted by either Trading SMRT or you to arbitration in accordance with paragraph (ii) of this Section, below. For the avoidance of doubt, the submission of a dispute to Tradin SMRT for resolution internally and the delivery of a Notice of Claim to Trading SMRT are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or Trading SMRT shall not be disclosed to the arbitrator.

- (ii) **Agreement to Arbitrate and Governing Law.** You and Trading SMRT Operators agree that, subject to paragraph 1 above, that all disputes arising out of or in connection with these Terms and/or the Services shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Seat of Arbitration: The seat of the arbitration shall be Gibraltar. Place of Hearing: The location of any in-person arbitration hearing shall be Gibraltar, unless otherwise agreed to by the parties. Governing Law: These Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the laws of Gibraltar. Any arbitration will be conducted in the English language. The arbitration provisions set forth in this Section will survive termination of these Terms. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Time for Filing: ANY ARBITRATION AGAINST TRADING SMRT OPERATORS MUST BE COMMENCED BY FILING A REQUEST FOR ARBITRATION WITHIN ONE (1) YEAR, AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. THIS ONE YEAR LIMITATION PERIOD IS INCLUSIVE OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE SET FORTH IN PARAGRAPH 1 OF THIS SECTION, ABOVE. THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. If applicable law



prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

- (iii) **Class Action Waiver.** You and Trading SMRT Operators agrees that any claims relating to these Terms or to your relationship with Us as a User (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. Parties further agrees to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including Us.

13. Miscellaneous

- (i) **Independent Parties.** Tradin SMRT is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.
- (ii) **Severability.** If any portion of these Terms are adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law. pending closure of your account.
- (iii) **Entire Agreement.** These Terms constitute the entire agreement between the parties regarding use of the Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.
- (iv) **Interpretation and Revision.** Tradin SMRT reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on our website. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of the Services and cancel your account.
- (v) **Force Majeure.** We will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond Trading SMRT's reasonable control.
- (vi) **Legit Funds. ALL USERS ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT WE WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS**
- (vii) **Assignment.** You may not assign or transfer any right to use Services or any of your rights or obligations under these Terms without prior written consent from Trading SMRT, including any right or obligation related to the enforcement of laws or the change of control. We may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part,



without notice or obtaining your consent or approval.

- (viii) **Waiver.** The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

Third-Party Website Disclaimer. Any links to third-party websites from the Services does not imply endorsement by Trading SMRT of any product, service, information or disclaimer presented therein, nor does Trading SMRT guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, we will not be liable for such loss. In addition, since we have no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.



TRADING SMRT