
SIMEX USER AGREEMENT (last update 01.09.2018)

SIMEX services are provided by Simex inc. a US entity. Simex inc. is not a regulated financial services provider.

This is a contract between user and Simex inc. a company incorporated in Delaware ("SIMEX"). By signing up to use an account through simex.global, or any associated websites, APIs (collectively the "SIMEX Site"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and E-Signature terms.

Last updated: January 09, 2018

GENERAL USE

1. Basic SIMEX Services.

1.1. Eligibility. To be eligible to use the SIMEX Services, you must be at least 18 years old.

1.2. SIMEX Services. Your SIMEX account ("SIMEX Account") encompasses the following basic SIMEX services: One or more hosted Digital Currency wallets that allow users to store certain supported digital currencies, like Bitcoin or Ethereum ("Digital Currency"), and to track, transfer, and manage their supported Digital Currencies (the

"Hosted Digital Currency Wallet"); Digital Currency conversion services through which users can buy and sell supported Digital Currencies in transactions with SIMEX (the "Conversion Services"); and a Fiat Currency (e.g. USD, EUR, RUR) account for use in connection with other SIMEX Services (a "Currency Wallet") and for eligible users. **The risk of loss in trading or holding Digital Currency can be substantial. You should therefore carefully consider whether trading or holding Digital Currency is suitable for you in light of your financial condition. Simex inc. do not take any responsibility on your actions with Digital Currencies and any trades using SIMEX Services.**

2. Sign up SIMEX Account.

2.1. Sign up a SIMEX Account. In order to use any of the SIMEX Services, you must first register by providing your name, an e-mail address, password, and affirming your acceptance of this Agreement and Privacy Policy. SIMEX may, in our sole discretion, refuse to allow you to establish a SIMEX Account, or limit the number of SIMEX Accounts that a single user may establish and maintain at any time.

2.2. Identity Verification. In order to use certain features of the SIMEX Services, including certain transfers of Digital Currency and/or government-issued currency ("Fiat Currency"), you may be required to provide SIMEX with certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, national ID or Passport or other related documents that might be asked and information regarding your bank account (e.g., financial institution, account type, routing number, and account number). In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update SIMEX if any information changes. **You hereby authorize SIMEX to, directly or through third parties make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance), and to take action we reasonably deem necessary**

based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

3. Hosted Digital Currency Wallet.

3.1. In General. The Hosted Digital Currency Wallet services allow you to send supported Digital Currency to, and request, receive, and store supported Digital Currency from, third parties pursuant to instructions you provide through the SIMEX Site (each such transaction is a "Digital Currency Transaction"). **SIMEX reserves the right to refuse to process or to cancel any pending Digital Currency Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits SIMEX cannot reverse a Digital Currency Transaction which has been broadcast to a Digital Currency network. The Hosted Digital Currency Wallet services are available only in connection with those Digital Currencies that SIMEX, in its sole discretion, decides to support. The Digital Currencies that SIMEX supports may change from time to time. Under no circumstances should you attempt to use your Hosted Digital Currency Wallet services to store, send, request, or receive digital currencies in any form that are not supported by SIMEX. SIMEX assumes no responsibility or liability in connection with any attempt to use SIMEX Services for digital currencies that SIMEX does not support.**

3.2. Digital Currency Transactions. SIMEX processes supported Digital Currency according to the instructions received from its users and we do not guarantee the identity of any user, receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to SIMEX. In the event you initiate a Digital Currency Transaction by entering the recipient's email address and the recipient does not have an existing SIMEX Account, SIMEX will email the recipient and invite them to open a SIMEX Account. If the designated recipient does not open a SIMEX Account within 30 days, SIMEX will return the supported Digital Currency associated with the transaction to your SIMEX Account. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient

confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in your SIMEX Account balance or be available to conduct transactions. SIMEX may charge network fees (miner fees) to process a Digital Currency transaction on your behalf. SIMEX will calculate the network fee in its discretion, although SIMEX will always notify you of the network fee at or before the time you authorize the transaction.

3.3. Digital Currency Storage & Transmission Delays. SIMEX securely stores all Digital Currency private keys in our control in a combination of online and offline storage. As a result, it may be necessary for SIMEX to retrieve certain information from offline storage in order to facilitate a Digital Currency Transaction in accordance with your instructions, which may delay the initiation or crediting of such Digital Currency Transaction for 48 hours or more. You acknowledge and agree that a Digital Currency Transaction facilitated by SIMEX may be delayed.

3.4. Third Party Payments. SIMEX has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of SIMEX Services). SIMEX is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Digital Currency transferred using the SIMEX Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify SIMEX Support at support@simex.global so that we may consider what action to take, if any.

3.5. Operation of Digital Currency Protocols. SIMEX does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using the SIMEX platform, you acknowledge and agree (i) that SIMEX is not responsible for operation of the underlying protocols and that SIMEX makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a “forks”), and that such forks may materially affect the value,

function, and/or even the name of the Digital Currency you store in the SIMEX platform. In the event of a fork, you agree that SIMEX may temporarily suspend SIMEX operations (with or without advance notice to you) and that SIMEX may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that SIMEX assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

4. Conversion Services.

4.1. In General. Eligible users in certain jurisdictions may buy or sell supported Digital Currency through the Conversion Services. The Conversion Services are subject to the SIMEX "Conversion Rate" for the given transaction. "Conversion Rate" means the price of a given supported Digital Currency amount in terms of Fiat Currency or other Digital Currency as quoted on the SIMEX Site. The Conversion Rate is stated either as a "Buy Price" or as a "Sell Price", which is the price in terms of Fiat Currency or Digital Currency at which you may buy or sell supported Digital Currency to SIMEX. You acknowledge that the Buy Price Conversion Rate may not be the same as the Sell Price Conversion Rate at any given time, and that SIMEX may add a margin or "spread" to the quoted Conversion Rate. You agree, as a condition of using any SIMEX Conversion Services, to accept the Conversion Rate as the sole conversion metric. SIMEX reserves the right to delay any Conversion Service transaction if it perceives a risk of fraud or illegal activity. SIMEX does not guarantee the availability of its Conversion Service, and the act of purchasing supported Digital Currency from SIMEX does not result in a guarantee that you may sell your supported Digital Currency to SIMEX.

4.2. Purchase Transactions. After successfully completing the Verification Procedures, you may purchase supported Digital Currency by linking a valid payment method. You authorize SIMEX or side provided services to initiate debits from your selected payment method(s) in settlement of purchase transactions. A **Conversion Fee** (defined below) applies to all purchase transactions. Although SIMEX will attempt to deliver supported Digital Currency to you as promptly as possible, funds may be debited from your selected payment method before Digital Currency is delivered to your SIMEX Account. We will make best efforts to fulfill all transactions, but in the rare circumstance where

SIMEX cannot fulfill your purchase order, we will notify you and seek your approval to fulfill the purchase order at the contemporaneous Buy Price Conversion Rate. To secure the performance of your obligations under this Agreement, you grant to SIMEX a lien on and security interest in and to the balances in your account.

4.3. Sale Transactions. After successfully completing the Verification Procedures, you may sell supported Digital Currency by linking a valid payment method. You authorize SIMEX or side provided services to debit your SIMEX Account(s) and initiate payments to your selected payment method(s) in settlement of sell transactions. An applicable Conversion Fee (defined below) applies to all sale transactions. Your receipt of funds will depend on the payment type, and may take up to three or more business days.

4.4. Conversion Fees. Each Conversion Service transaction is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee is displayed to you on the SIMEX Site prior to you completing a Conversion Service transaction. SIMEX will not process a conversion transaction if the Conversion Fee and any other associated fees, such as wire transfer fees, would exceed the value of your transaction. Payments using other methods not described below, such as wire (if permitted), are subject to different transaction fees disclosed to you before you authorize the transaction. The availability of each Payment Method depends on a number of factors, including but not limited to your location, the identification information you have provided to us, and limitations imposed by third party payment processors.

You can view the current fee structure [here](#).

SIMEX reserves the right to adjust its Conversion Fees and any applicable waivers at any time. We will always notify you of the Conversion Fee changes.

4.5. Reversals; Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorize SIMEX, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including SIMEX balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider. **SIMEX reserves the right to refuse to process, or to cancel or reverse,**

any purchases or sales of Digital Currency in its sole discretion, even after funds have been debited from your account(s), if SIMEX suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if SIMEX reasonably suspects that the transaction is erroneous; or if SIMEX suspects the transaction relates to Prohibited Use or a Prohibited Business as set forth below. In such instances, SIMEX will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

4.7. Payment Services Partners. SIMEX may use a third party payment processor to process any Fiat Currency payment between you and SIMEX, including but not limited to payments in relation to your use of the Conversion Service or deposits or withdrawals from your Currency Wallet.

5. Currency Wallet.

5.1. Currency Wallets. Certain approved users may establish and fund one or more Currency Wallets to facilitate transactions on the SIMEX. You are the owner of the balance of each of your Currency Wallets. SIMEX holds the balance of your Currency Wallets in with financial institutions. All funds held in a Currency Wallet are held on trust by SIMEX for the benefit of the user, or by a licensed Electronic Money Institution on behalf of the user.

5.2. Deposits and Withdrawals. You may initiate a transfer from your linked bank account to fund a Currency Wallet. Fees may apply to deposits and withdrawals from your Currency Wallet. All fees will be clearly disclosed [here](#).

For deposits, SIMEX will credit your Currency Wallet a corresponding amount of Fiat Currency after funds are delivered to SIMEX, typically within two to three business days after you authorize a deposit. For withdrawals, SIMEX will immediately debit your Currency Wallet when you authorize a withdrawal and funds will typically settle to you

within two to three business days. Bank fees are netted out of transfers to or from SIMEX. We will not process a transfer if associated bank fees exceed the value of the transfer.

6. General Use, Prohibited Use, and Termination.

6.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the SIMEX Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by SIMEX from time to time. Any other use of the SIMEX Site or Content is expressly prohibited and all other right, title, and interest in the SIMEX Site or Content is exclusively the property of SIMEX and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "SIMEX.global", "SIMEX" and all logos related to the SIMEX Services or displayed on the SIMEX Site are either trademarks or registered marks of SIMEX or its licensors. You may not copy, imitate or use them without SIMEX's prior written consent.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the SIMEX Site, the SIMEX Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the SIMEX Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the SIMEX Site,

6.3. Third-Party Applications. If, to the extent permitted by SIMEX from time to time, you grant express permission to a third party to access or connect to your SIMEX Account, either through the third party's product or service or through the SIMEX Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your SIMEX Account. Further, you acknowledge and agree that you will not hold SIMEX responsible for, and will indemnify SIMEX from, any liability arising out of or related to any act or omission of any third party with access to your SIMEX Account. You may change or remove permissions granted by you to third parties with respect to your SIMEX Account at any time through the Account Settings (Integrations) page on the SIMEX Site.

6.4. Prohibited Use. In connection with your use of the SIMEX Services, and your interactions with other users, and third parties you agree and represent you will not engage in any Prohibited Business or Prohibited Use defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your SIMEX Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use and/or a Prohibited Business.

6.5. Export Controls & Sanctions. Your use of the SIMEX Services and the SIMEX Site is subject to international export controls and economic sanctions requirements. By sending, receiving, buying, selling, trading or storing Digital Currency through the SIMEX Site or SIMEX Services, you represent and warrant that you will comport with those requirements. Without limiting the foregoing, you may not acquire Digital Currency or use any of the SIMEX Services through the SIMEX Site if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime; or (2) you intend to supply any acquired or stored Digital Currency or SIMEX Services to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's

financial sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial sanctions regime.

6.6. Transactions Limits. The use of all SIMEX Services is subject to a limit on the amount of volume, stated in Fiat Currency terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your SIMEX Account and visit <https://simex.global/user/verification>. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. SIMEX reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at support@simex.global. We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with SIMEX staff (such process, "Enhanced Due Diligence"). SIMEX reserves the right to charge you costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

6.7. Suspension, Termination, and Cancellation. SIMEX may: (a) suspend, restrict, or terminate your access to any or all of the SIMEX Services, and/or (b) deactivate or cancel your SIMEX Account if:

- We are so required by a facially valid subpoena, court order, or binding order of a government authority; *or*
- We reasonably suspect you of using your SIMEX Account in connection with a Prohibited Use or Business; *or*
- Use of your SIMEX Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; *or*
- Our service partners are unable to support your use; *or*
- You take any action that SIMEX deems as circumventing SIMEX's controls, including, but not limited to, opening multiple SIMEX Accounts or abusing promotions which SIMEX may offer from time to time.

If SIMEX suspends or closes your account, or terminates your use of SIMEX Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits SIMEX from providing you with such notice. You

acknowledge that SIMEX's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to SIMEX's risk management and security protocols. You agree that SIMEX is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Digital Currency or funds associated with your Hosted Digital Currency Wallet(s) and/or your Currency Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a facially valid subpoena or court order. If SIMEX suspends or closes your account, or terminates your use of SIMEX Services for any reason SIMEX reserves the right to require you to complete the Verification Procedures before permitting you with transfer or withdraw Digital Currency or Fiat Currency.

6.8. Relationship of the Parties. SIMEX is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and SIMEX to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or SIMEX to be treated as the agent of the other.

6.9. Privacy of Others; Marketing. If you receive information about another user through the SIMEX Services, you must keep the information confidential and only use it in connection with the SIMEX Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the SIMEX Services.

6.10. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the SIMEX Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your SIMEX Account by third-parties and the loss or theft of any Digital Currency and/or funds held in your SIMEX Account and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone

number up to date in your Account Profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of **account login credentials due to no fault of SIMEX and/** or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your SIMEX Account information has been compromised, contact SIMEX Support immediately at support@simex.global.

6.11. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the SIMEX Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your SIMEX Account.

6.12. Unclaimed Property. If SIMEX is holding funds in your account, and SIMEX is unable to contact you and has no record of your use of the Services for several years, applicable law may require SIMEX to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, SIMEX will try to locate you at the address shown in our records, but if SIMEX is unable to locate you, it may be required to deliver any such funds to the applicable or jurisdiction as unclaimed property. SIMEX reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

7. Customer Feedback, Queries, Complaints, and Dispute Resolution

7.1. Contact SIMEX. If you have any feedback, questions, or complaints, contact us via our Customer Support webpage at <https://simex.global/faq> or write to us at SIMEX Customer Support, **2770 S.MARYLAND PKWY, ST 30, Las Vegas, NV 89109.**

When you contact us please provide us with your name, address, and any other information we may need to identify you, your SIMEX Account, and the transaction on which you have feedback, questions, or complaints.

7.2. Complaints. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge your complaint within 24 hours of its receipt if you contact us via support@simex.global. A Customer Complaints officer ("Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided and any information provided by SIMEX. Within four weeks of our receipt of your complaint the Officer will address your complaint by sending you an e-mail ("Resolution Notice") in which the Officer will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. Upon receipt of the Resolution Notice, you will have 20 business days to accept or reject the offer or determination, which you must do by following the instructions set out in the Resolution Notice. Failure to respond to a Resolution Notice will be deemed to be a withdrawal of the complaint and an acceptance that we have no liability to you regarding the subject matter of the complaint. If you are late in responding to the Resolution Notice, SIMEX may treat your response as if it has been submitted on time.

7.3. Appeals. In the event that you reject an offer or determination ("Rejection"), please set out the reasons for the Rejection and include any additional information that you believe is pertinent to your complaint. Any Rejection will be treated as an application to appeal the offer or determination set out in the Resolution Notice. Our Customer Appeals committee ("Appeals Committee") will impartially consider your complaint (including any additional information provided). We will acknowledge your Rejection within 24 hours of its receipt if you contact us in the prescribed electronic way, and within ten business days if you contact us in any other prescribed way. Within four weeks of our receipt of the Rejection the Appeals Committee will address your complaint by sending you an e-mail ("Final Notice") in which the Appeals Committee will: (i) uphold the Resolution Notice; or (ii) reject the Resolution Notice. Notwithstanding its decision regarding the Resolution Notice, the Appeals Committee may also make a new offer to resolve the complaint. Upon receipt of the Final Notice, you will have 20 business days to accept or reject the offer or determination, which you must do by following the instructions set out in the Final Notice. SIMEX may extend the deadline for you to accept the offer. Failure to respond to a Final Notice will be deemed to be a withdrawal of the complaint and an acceptance that we have no liability to you regarding the subject

matter of the complaint. For consumers only: if you fail to respond to a Final Notice and file a claim in a competent court, your failure may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

7.4. Offers. Any offer made under this Section 7 will only become binding on SIMEX if you accept the offer by following the instructions provided by SIMEX within the stated time frame. Any offer under this Section 7 will not constitute any admission by SIMEX of any wrongdoing or liability regarding the subject matter of the complaint. Any acceptance of an offer by you will constitute an acceptance that the complaint is resolved and an undertaking that you will not file a claim in any competent court against SIMEX regarding the subject matter of the complaint.

7.5. Claims. This provision only applies to consumers. You agree to use the complaints procedure of this Section 7 before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

8. General Provisions.

8.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from SIMEX. Always log into your SIMEX Account through the SIMEX Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2. Release of SIMEX; Indemnification. If you have a dispute with one or more users of the SIMEX services, you release SIMEX, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and

consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold SIMEX, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.3. Limitation of Liability. IN NO EVENT SHALL SIMEX, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR SIMEX ACCOUNT OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SIMEX SITE OR THE SIMEX SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SIMEX HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT SIMEX FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THE SIMEX SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIMEX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES

OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SIMEX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE SIMEX SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

SIMEX makes no representations about the accuracy or completeness of historical Digital Currency price data available on the Site. SIMEX will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but SIMEX makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

8.4. Entire Agreement. This Agreement, the Privacy Policy, E-Sign terms, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and SIMEX as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and SIMEX. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

8.5. Amendments. We may amend or modify this Agreement by posting on the SIMEX Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the SIMEX Services, or suspension or termination of your access to the SIMEX Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

8.6. Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any SIMEX affiliates or subsidiaries, or to any successor in interest of any business associated with the SIMEX Services. Any attempted transfer or assignment in

violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

8.7. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

8.8 Change of Control. In the event that SIMEX is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

8.9 Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, SIMEX Account cancellation, debts owed to SIMEX, general use of the SIMEX Site, disputes with SIMEX, and general provisions, shall survive the termination or expiration of this Agreement.

8.10 Governing Law. This Agreement will be governed by Nevada state law.

8.11 Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

8.12. English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and

interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

Prohibited Use

You may not use your SIMEX Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of SIMEX Services involves a Prohibited Use, or have questions about how these requirements apply to you, please submit a request at support@simex.global. By opening a SIMEX Account, you confirm that you will not use your Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where SIMEX conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the SIMEX Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the SIMEX Site, other SIMEX Accounts, computer systems or networks connected to the SIMEX Site, through password mining or any other means; use SIMEX Account information of another party to access or use the SIMEX Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such

user's SIMEX Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of SIMEX

- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any SIMEX Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the SIMEX Site about others, including without limitation email addresses, without proper consent
- **Fraud:** Activity which operates to defraud SIMEX, SIMEX users, or any other person; provide any false, inaccurate, or misleading information to SIMEX
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of SIMEX intellectual property, name, or logo, including use of SIMEX trade or service marks, without express consent from SIMEX or in a manner that otherwise harms SIMEX or the SIMEX brand; any action that implies an untrue endorsement by or affiliation with SIMEX

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from SIMEX Services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by Card Network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of SIMEX Services involves a Prohibited Business, or have

questions about how these requirements apply to you, please contact us at support@simex.global.

By opening a SIMEX Account, you confirm that you will not use SIMEX Services in connection with any of following businesses, activities, practices, or items:

- **Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes
- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies.
- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder
- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongos, vaporizers, and hookahs
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs

- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers
- **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

Conditional Use

Express written consent and approval from SIMEX must be obtained prior to using SIMEX Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at support@simex.global. SIMEX may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use SIMEX Services in connection with any of following businesses, activities, or practices:

- **Money Services:** Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the SIMEX Services
- **Charities:** Acceptance of donations for nonprofit enterprise
- **Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize
- **Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization

APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS

SIMEX uses multi-level systems and procedures to collect and verify information about you in order to protect SIMEX and the community from fraudulent users, and to keep appropriate records of SIMEX's customers. Your access to one or more SIMEX Services, and limits including daily or weekly Conversion limits, withdrawal and trading limits, Instant Buy limits, Currency Wallet transfer limits, and limits on transactions from a linked payment method may be based on the identifying information and/or proof of identity you provide to SIMEX.

SIMEX may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any SIMEX Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting your account's page.

You may submit a request at <https://simex.global/en/contacts> to request larger limits. SIMEX will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and SIMEX does not guarantee that we will raise your limits.

APPENDIX 3: E-SIGN DISCLOSURE AND CONSENT

This policy describes how SIMEX delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your SIMEX Account and your use of SIMEX Services. Communications include:

- Terms of use and policies you agree to (e.g., the SIMEX User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the SIMEX website, emailing them to you at the primary email address listed in your SIMEX profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with SIMEX); and

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at <https://simex.global/en/contacts>. If you fail to provide or if you withdraw your consent to receive Communications electronically, SIMEX reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if SIMEX sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your

service provider, or you are otherwise unable to receive electronic Communications, SIMEX will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at <https://simex.global/en/contacts>.

APPENDIX 3: ADDITIONAL INFORMATION

1 Intellectual Property and Ownership; Use of Marks.

As between SIMEX and you, the Developer's Tools, SIMEX Marks, and all intellectual property rights therein and thereto are and shall at all times remain the sole and exclusive property of SIMEX and are protected by applicable intellectual property laws and treaties. You have no rights with respect to Developer's Tools or SIMEX Marks except as expressly set forth herein. If you obtain SIMEX's prior written consent, you may use and display SIMEX's name and logo ("SIMEX Marks") solely to attribute the Developer's Tools as the source of your Application.

4. API Calls and Compliance

SIMEX may set limits on the number of API calls that you can make at its sole discretion, for example in the interest of service stability. If you exceed these limits, SIMEX may moderate your activity or cease offering you access to the SIMEX APIs altogether in SIMEX's sole discretion. You agree to such limitations and will not attempt to circumvent such limitations. SIMEX may immediately suspend or terminate your access to the Developer's Tools without notice if SIMEX believes, in its sole discretion, that you are in violation of this Agreement or the Terms.

5. Updates and Support

SIMEX may elect to provide you with support or modifications for the Developer's Tools, in its sole discretion, and may terminate such support at any time without notice. SIMEX may change, suspend, or discontinue any aspect of the Developer's Tools at any time, including the availability of any Developer's Tools.

6. Security and Privacy

6.1 Security. You will use all reasonable efforts to protect Customer Data (as defined below) collected by your Application, including without limitation any personally identifiable information ("PII"), from unauthorized access or use. In the event your systems or infrastructure that are used for storage, processing or hosting Customer Data are breached or compromised, or if Customer Data is inadvertently exposed to non-authorized third parties, you shall notify SIMEX promptly of such a breach or exposure including root cause, remediation steps, and compensating controls to ensure such a breach does not occur in the future. You are responsible for providing customer notification under the state breach notification statutes and any other applicable privacy laws and you will bear the costs incurred by SIMEX resulting from your breach or exposure. You acknowledge that you are solely responsible for any personal injury or

property damage arising from or relating to your use of any Developer's Tools or any authorized or unauthorized use of your Application.

6.2. Privacy and PII. "Customer Data" means any and all technical information, PII, device usage information, or other information derived from access to or use of any of the Developer's Tools, including but not limited to data that relates to any end users of any SIMEX products or services or pertains to use of any SIMEX products or services by such end users. You acknowledge and agree that you are solely responsible for obtaining all required consents from end users in connection with any use of your Application and the Developer's Tools, which consent shall be compliant with all applicable data protection legislation and other privacy laws, rules, and regulations. Without limiting the foregoing, before collecting any Customer Data or other information from end users of your Application, you must provide adequate notice of what Customer Data and other information you collect and how it will be used and/or shared and obtain any necessary consents. You and your Application will comply with all privacy laws and regulations (including those applying to PII) in connection with your access and use of the Developer's Tools. You will provide and adhere to a privacy policy for your Application that: (i) complies with all applicable laws, rules, and regulations, (ii) is conspicuously displayed to all end users of your Application, and (iii) clearly and accurately describes to end users of your Application what data and user information you collect (such as PII, login information, etc.) and how you use and share such information (including for advertising) with SIMEX and third parties. If a user requests of you or SIMEX to have any Customer Data that may be considered PII under any law, rule, or regulation throughout the world deleted, you agree to promptly honor the user's or SIMEX's request and to delete all such data and information from your servers and other assets, including back-ups, to the extent reasonably possible, or to anonymize all user data so it cannot be tied back to a user's identity.

6.3. Data Use. You will not sell any Customer Data or disclose any Customer Data to any third party. Your Application may use Customer Data only as required for use and access to your Application by the end user to whom such Customer Data relates. You shall not sublicense the Customer Data to any third party, and you shall not use or disclose any information derived directly or indirectly from the Customer Data for any purpose other than as set forth above. Without limiting the generality of the foregoing, you shall not use any part of the Customer Data to create a database separate from your Application or transmit all or part of the Customer Data to any third party for any use

separate from your Application. Any use of Customer Data other than as expressly permitted by this Agreement is strictly prohibited.