# CRYPTO PI TERMS OF USE

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## Summary of Terms of Use

This summary of our Terms of Use offers Client an overview of the key terms that apply to Client's use of our website http://cryptopi.fund/. While we hope this summary section is helpful, Client should read the complete Terms of Use below since they provide important information about how our services work. Please note that we refer to our online service platform "CRYPTO Pi" (collectively, "CRYPTO Pi", "we", "us" or "digital platform") where Client can carry out exchange operations.

## Our Services

CRYPTO Pi provides Client with a simple and convenient platform for an exchange of one type of digital asset to another at exchange rates, that corresponded to current situation with bid/offer requests on digital platform. CRYPTO Pi carries out its services carefully and reliably. However, unavoidable interruptions, such as necessary maintenance work, can occur; such interruptions lie outside CRYPTO Pi control. CRYPTO Pi will, however, endeavor to correct any disturbance or disruption, as quickly as possible.

## Eligibility and Acceptable Use

Client must meet certain eligibility criteria to use CRYPTO Pi. For instance, Client must be an adult and there are certain locations from which Client may not be able to use some or all of CRYPTO Pi services. Additionally, there are certain things Client cannot do when using CRYPTO Pi, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems. Please see the acceptable use section for more details.

**Other Important Legal Terms**

There are important legal terms provided below in the complete Terms of Use, including Client's identification responsibilities, our limitation of liability and warranty disclaimers. Please take the time to read these terms carefully. If Client has any questions, Client can always contact us through support by writing to info@cryptopi.fund.

By registering for and opening an CRYPTO Pi Account, Client undoubtedly accept these Terms of Use and agree to be bound by and act in accordance with them. Client also accept and agree that Client are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which Client live that may be applicable to Client's use of the website http://cryptopi.fund/ and/or Client's CRYPTO Pi Account, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

**Complete Terms of Use**

These Terms of Use and any terms expressly incorporated herein ("Terms") apply to Client use of the website http://cryptopi.fund/ operated and maintained by CRYPTO Pi, and the exchange services provided by CRYPTO Pi as described in these Terms (collectively, our "Services").

1. Key Definitions

Capitalized terms not otherwise defined in these Terms will have the following meaning:

1.1. "External Account" means any Digital Asset Account: (i) from which Client may pay in Funds into Client's CRYPTO Pi Account, and (ii) to which Client may pay out Funds from Client's CRYPTO Pi Account.

1.2. "Financial Account" means any financial account of which Client is the beneficial owner that is maintained by a third party outside of the digital platform, including, but not limited to third-party payment service accounts or accounts maintained by third party financial institutions.

1.3. "CRYPTO Pi Account" means a user account accessible via the Services where Digital Asset may be stored by CRYPTO Pi on behalf of a user.

1.4. "Digital Asset Account" means any Digital Asset address or account owned or operated by Client that is maintained outside of the Services, and is not owned, controlled or operated by CRYPTO Pi.

1.5. "Digital Asset" means Bitcoins, Ripples, Etheriums, Litcoins, CoPi, CaPi, EuPi and other digital mediums of exchange that may be exchanged via the Services. Digital Assets are not accepted by a state owned central bank as a method of payment.

1.6. "Funds" means Digital Assets.

1.7. "Fiat" means any world currency which is not digital, i.e. the usual money which is in use in economy of any state.

1.8. "Website" means http://cryptopi.fund/

2. Eligibility

2.1. CRYPTO Pi may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain jurisdictions ("Restricted Locations").

2.2. Client further represents and warrants that Client: (a) is at least 18 years old; (b) has not previously been suspended or removed from using our Services; (c) has full power and authority to enter into this agreement and in doing so will not violate any other agreement to which Client is a party; (d) is using our platform in Client's own name and for Client's own benefit; (e) is not located in, under the jurisdiction of, or a national or resident of any Restricted Locations; and (f) will not use our Services if any applicable laws in Client's country prohibit Client from doing so in accordance with these Terms.

2.3. Additionally, by agreeing to this terms Client certifies that Client pursues participation in blockchain-based networks as a part of Client's activity.

3. CRYPTO Pi Account

3.1. User's identification procedure. CRYPTO Pi maintains the highest standards of Know Your Customer processes and controls as part of our commitment to combating fraud and assisting in the prevention of money laundering and terrorist financing. To ensure we meet these standards, users are required to provide certain personal details and documents when opening an CRYPTO Pi Account. CRYPTO Pi verifies users' identity through documentary means, non-

documentary means or both. The use of anonymous accounts is strictly prohibited. Moreover, we are required to retain certain information and documentation obtained as part of the User's identification procedure. These requirements apply even when Client has terminated Client's relationship with us. We reserve the right to keep such information and documentation for the required period and Client accepts and agrees that information and documentation Client provides to CRYPTO Pi may be retained by us, including following the closure of Client's CRYPTO Pi Account.

3.2. Number of CRYPTO Pi Accounts. CRYPTO Pi may, in its sole discretion, limit the number of CRYPTO Pi Accounts that Client may hold, maintain or acquire.

3.3. CRYPTO Pi Account information and security. In order to engage in the Services, Client must create an CRYPTO Pi Account and provide any requested information. When Client creates a CRYPTO Pi Account, Client agrees to: (a) create a strong password that Client does not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update Client's CRYPTO Pi Account information; (d) maintain the security of Client's CRYPTO Pi Account by protecting Client's password and restricting access to Client's CRYPTO Pi Account; (e) promptly notify us if Client discovers or otherwise suspects any security breaches related to Client's CRYPTO Pi Account; and (f) take responsibility for all activities that occur under Client's CRYPTO Pi Account and accept all risks of any authorized or unauthorized access to Client's CRYPTO Pi Account, to the maximum extent permitted by law.

3.4. The creation of accounts with CRYPTO Pi on behalf of third parties or the transmission of the CRYPTO Pi Account to third parties is strictly prohibited and may be prosecuted.

3.5. It is strictly forbidden to use CRYPTO Pi Account and/or Services for any kind of illegal purposes.

3.6. If CRYPTO Pi has reasonable suspicion that CRYPTO Pi Account is used to receive the proceeds of criminal activity, including but not limited to Digital Assets, and/or CRYPTO Pi Account and/or Services is used for any kind of illegal

purposes CRYPTO Pi reserves the right to close the user's CRYPTO Pi Account and to keep Digital Assets pending clarification by government authorities. CRYPTO Pi reserves the right to cooperate with the authorities and to provide them with all data required for the purposes of investigation, policy violations and/or suspected fraud.

4. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and share Client's information.

5. General Obligations

5.1. Conditions and Restrictions. We may, at any time and in our sole discretion, impose limits on the exchange amounts permitted via the Services or impose any other conditions or restrictions upon Client's use of the Services without prior notice.

5.2. Accuracy of Information. Client must provide any information required when creating an CRYPTO Pi Account or when prompted by any screen displayed within the Services. Client represent and warrant that any information Client provide via the Services is accurate and complete. Personal data, including name, address and email, which changes during the use of Services must be immediately updated and submitted to CRYPTO Pi by writing to info@cryptopi.fund.

5.3. Taxes. It is Client's responsibility to determine what, if any, taxes apply to the exchange operations Client complete via the Services, and it is Client's responsibility to report and remit the correct tax to the appropriate tax authority. Client agree that CRYPTO Pi is not responsible for determining whether taxes apply to Client's exchange operations or for collecting, reporting, withholding or remitting any taxes arising from any exchange operations.

6. CRYPTO Pi Account Funding

6.1. Funding Client's CRYPTO Pi Account. In order to complete an exchange operation via the Services (as described in Section 7), Client must first pay in Digital assets to Client's CRYPTO Pi Account.

6.2. Funding Client's CRYPTO Pi Account with Fiat not available and prohibited.

6.3. Funding Client's CRYPTO Pi Account with Digital assets. Client may pay in Digital assets to Client's CRYPTO Pi Account using one of the approved External Accounts identified via the Services. Client may be required to verify that Client control the External Account that Client use to load Funds to Client's CRYPTO Pi Account. Client may be charged fees by the External Account Client use to fund Client's CRYPTO Pi Account. CRYPTO Pi is not responsible for any External Account fees or for the management and security of any External Account. Client is solely responsible for Client's use of any External Account, and Client agrees to comply with all terms and conditions applicable to any External Account. The timing associated with a payment transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and CRYPTO Pi makes no guarantee regarding the amount of time it may take to credit Funds into Client's CRYPTO Pi Account.

6.4. Withdrawal to an External/Financial Account. Provided that Client have added Client's External/Financial account details to Client's CRYPTO Pi Account and the balance of Digital Assets in Client's CRYPTO Pi Account is greater than any minimum balance requirements needed to satisfy any of Client's open transactions, Client may withdraw any amount of Digital Assets, up to the total amount of Digital Assets in Client's CRYPTO Pi Account in excess of such minimum balance requirements, from Client's CRYPTO Pi Account to an External/Financial Account, less any fees charged by CRYPTO Pi for such transactions (as described in the Fee Schedule at the time of Client's request to pay out Digital Assets to an External/Financial Account). When Client request that we pay out Digital Assets to Client's External/Financial account from Client's CRYPTO Pi Account (withdrawal), Client authorizes CRYPTO Pi to execute such transaction via the Services. CRYPTO Pi will process the withdrawal of Digital Assets to Client's External/Financial Account from Client's CRYPTO Pi Account in accordance with Client's instructions. Client is solely responsible for ensuring that any withdrawal instructions provided to CRYPTO Pi are complete and correct and Client accepts and agrees that under no circumstances CRYPTO Pi be under any obligation to reverse or amend any

such withdrawal. Client accepts and agrees that CRYPTO Pi provides no guarantee in relation to the withdrawal processing period. Withdrawals to the account of any third party are expressly prohibited.

6.5. Rejected Transactions. In some cases, the External/Financial account may reject Client's Digital Assets or may otherwise be unavailable. Client agrees that Client will not hold CRYPTO Pi liable for any damages resulting from such rejected transactions.

6.6. The use of anonymous accounts for Digital Assets transactions is strictly prohibited.

6.7 If the pay in/pay out/withdrawal thresholds of EUR 15 000 equivalent in Digital Assets is exceeded, the Company must apply the full identification procedure measures, that are mentioned in the AML&KYC policy.

7. Exchange Orders

7.1. Placing an Exchange Order. When Client submit a new exchange order via the Services, Client authorize CRYPTO Pi to execute a transaction in accordance with such order on a spot basis and charge Client any applicable fees (as described in Section 9 below). The CRYPTO Pi account will indicate all the costs related to the purchase/sell of the Digital assets included in the exchange order. The exchange order is considered approved if Client, at the time of placing the order, indicate that Client agrees to these Terms and the conditions for Services by pressing the button "Confirm the order". Before confirming any exchange order, Client must ensure that the amount of Digital Assets to be converted is correct and that Client agrees to the quoted exchange rate.

7.2. Exchange rate.

Exchange rates shown on the Website are indicative and indicate the rates from Partners' Digital Assets platforms. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets, the actual market rate at which an exchange order will be executed may be different from the rate indicated on the Website at the time of Client's order. Client understands that we are not liable for any such price fluctuations. The exchange rate applicable to the transaction will be notified by the CRYPTO Pi to Client in the exchange order, where Client shall expressly announce to the

CRYPTO Pi whether or not Client agrees to make the deal. Thus, when buying and selling Digital assets a rate is used, which is current after mutual exchange rate reconciliation just before the transaction is executed.

7.3. Cancellation of order. Once Client's order has been executed, Client may not change, withdraw or cancel Client's authorization for CRYPTO Pi to complete such transaction.

The exchange order can be cancelled by CRYPTO Pi in the event of an emergency, if for certain reason there is no possibility to exchange the Digital assets, in which case the full amount paid will be returned immediately to Client. Possible reasons for the cancellation of an order are (a) technical difficulties or damage in the IT systems that result in an incorrect display of the Digital asset price or availability status which does not reflect the actual one and (b) an emergency situation on the world cryptocurrency market, such as rapid price fluctuations, or a downturn in the supply.

In the event of a market disruption or Force Majeure event (as defined in Section 22), CRYPTO Pi may do one or more of the following: (a) suspend access to the Services; or (b) prevent Client from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, Client acknowledges that prevailing market rates may differ significantly from the rates available prior to such event.

7.4. Execution of the exchange order. The CRYPTO Pi will fulfil Client's exchange order placed according to these Terms immediately. We will attempt to deliver Digital Assets to Client as promptly as possible, Digital Assets may be debited from Client's CRYPTO Pi account before the status of Client's Digital Assets transaction is shown as complete and Digital Assets is delivered to Client's CRYPTO Pi account.

7.5. Insufficient Funds. If Client has an insufficient amount of Digital Assets in Client's CRYPTO Pi Account to complete an exchange order via the Services, we may cancel the entire exchange order or may fulfill a partial exchange order using the amount of Digital Assets currently available in Client's CRYPTO Pi Account, less any fees owed to CRYPTO Pi in connection with our execution of the exchange order.

7.6. Independent relationship. Client acknowledges and agrees that: (a) CRYPTO Pi is not acting as Client's broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to Client by CRYPTO Pi shall be considered or construed as advice.

8. Risk Disclosure

8.1. Fluctuation in value and price. The value of Digital Assets depends on the fluctuation in value and price. The investment in Digital Assets is highly speculative with a risk of loss of the capital invested in Digital Assets. Therefore Digital Assets is only suitable for users, who can accept a loss of the invested capital.

8.2. Internet transmission risks. Client acknowledges that there are risks associated with utilizing an Internet-based system including, but not limited to, the failure of hardware, software, Internet connections, malware affecting the Website and/or Services-related software. Client acknowledges that CRYPTO Pi shall not be responsible for any communication failures, disruptions, errors, distortions or delays Client may experience when using the Services, howsoever caused.

8.3. Other risks. CRYPTO Pi is not responsible for any losses, damages or claims arising from events falling within the scope of: (1) mistakes made by the user of Services, including forgotten passwords, payments sent to wrong Digital Assets/Financial account addresses, and accidental deletion of CRYPTO Pi Account; (2) security problems experienced by the user of Services, including unauthorized access to users' CRYPTO Pi Account; (3) actions or inactions of third parties and/or events experienced by third parties, e.g., bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties.

8.4. Information published on the Website. The Website provides information and material of a general nature. CRYPTO Pi runs the platform with the best of their knowledge and belief. Nevertheless, CRYPTO Pi assumes no responsibility and accepts no liability whatsoever, regarding the accuracy of information given on website. Users are not authorized and nor should rely on the Website for business advice or advice of any kind. In no way the CRYPTO Pi is responsible

for the actions, decisions, or other behavior taken or not taken by Client in reliance upon the Website.

9. Fees

9.1. Amount of Fees. Client agree to pay the fees for trades completed via our Services as made available in Fee Schedule ("Fees"), which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services, and will apply prospectively to any exchange orders that take place following the effective date of such revised Fee Schedule.

9.2. Third-Party Fees. In addition to the Fees, Client's External/Financial Account may impose fees in connection with Client's use of Client's designated External/Financial Account via the Services. Any fees imposed by Client's External/Financial Account provider will not be reflected on the transaction screens containing information regarding applicable Fees. Client are solely responsible for paying any fees imposed by an External/Financial Account provider.

9.3. Payment of Fees. Client authorizes us, or our designated payment processor, to charge or deduct Client's CRYPTO Pi Account for any applicable Fees owed in connection with exchange orders Client completes via the Services.

10. Electronic Notices

10.1. Consent to Electronic Delivery. Client agrees and consents to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that CRYPTO Pi provides in connection with Client's CRYPTO Pi Account and/or use of the CRYPTO Pi Services. Client agrees that CRYPTO Pi may provide these Communications to Client by posting them via the Services, by emailing them to Client at the email address Client provides. Client should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. Client may also contact us through support to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).

10.2. Hardware and Software Requirements. In order to access and retain electronic Communications, Client will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. Client will also need to have a valid email address on file with CRYPTO Pi and have sufficient storage space to save past Communications or an installed printer to print them.

10.3. Withdrawal of Consent. Client may withdraw Client's consent to receive electronic Communications by sending a withdrawal notice to support. If Client declines or withdraws consent to receive electronic Communications, CRYPTO Pi may suspend or terminate Client's use of the Services.

10.4. Requesting Paper Copies. If, after Client consent to receive Communications electronically, Client would like a paper copy of a Communication we previously sent Client, Client may request a copy within 30 days after the date we provided the Communication to Client by contacting support. In order for us to send paper copies to Client, Client must have a current street address on file with CRYPTO Pi. Please note that CRYPTO Pi operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if Client request paper copies, Client understand and agree that CRYPTO Pi may charge Client a processing fee, in the amount described in the Fees, for each page of Communication requested.

10.5. Updating Contact Information. It is Client's responsibility to keep Client's email address in profile of CRYPTO Pi up to date so that CRYPTO Pi can communicate with Client electronically. Client understands and agrees that if CRYPTO Pi sends Client an electronic Communication but Client does not receive it because Client's email address in profile is incorrect, out of date, blocked by Client's service provider, or Client for other reason cannot receive electronic Communications, CRYPTO Pi will be deemed to have provided the Communication to Client. Please note that if Client uses a spam filter that blocks or re-routes emails from senders not listed in Client's email address book, Client must add CRYPTO Pi to Client's email address book so that Client will be able to receive the Communications we send to Client. Client can update Client's email address at any time by logging into Client's CRYPTO Pi Account or by

sending such information to support. If Client's email address becomes invalid and electronic Communications sent to Client by CRYPTO Pi are returned, CRYPTO Pi may deem Client's account to be inactive, and Client may not be able to complete any transaction via our Services until we receive a valid, working email address from Client. If Client fails to disclose the change of an email, the written notifications intended for Client is considered to be legally delivered, if they are sent to the last designated email address.

## 11. Unclaimed Property

If for any reason CRYPTO Pi is holding Digital Assets in Client's CRYPTO Pi Account on Client's behalf and CRYPTO Pi is unable to return Client's Digital Assets to Client's designated External Account after a period of inactivity, then CRYPTO Pi may report and remit such Digital Assets in accordance with applicable state unclaimed property laws.

## 12. Acceptable Use

12.1. When accessing or using the Services, Client agrees that Client will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that Client are solely responsible for Client's conduct while using our Services. Without limiting the generality of the foregoing, Client agree that Client will not:

Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;

Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

Use or attempt to use another user's account without authorization;

Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that Client are not authorized to access;

Develop any third-party applications that interact with our Services without our prior written consent;

Provide false, inaccurate, or misleading information;

Encourage or induce any third party to engage in any of the activities prohibited under this Section.

13. Feedback

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, and ideas or other information or materials regarding CRYPTO Pi or our Services that Client provides, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback Client submit is non-confidential and shall become the sole property of CRYPTO Pi. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Client. Client waives any rights Client may have to the Feedback (including any copyrights). Do not send us Feedback if Client expects to be paid or want to continue to own or claim rights in them; Client's idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose Client's identity to any third party who is claiming that any content posted by Client constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting Client make on our website if, in our opinion, Client's post does not comply with the content standards set out in this section.

14. Copyrights and Other Intellectual Property Rights

14.1. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the CRYPTO Pi or CRYPTO Pi logo and all designs, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "CRYPTO Pi Materials") are the proprietary property of CRYPTO Pi or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.

14.2. We hereby grant Client a limited, nonexclusive and non-sublicensable license to access and use the CRYPTO Pi Materials for Client's personal or internal business use. Such license is subject to these Terms and does not permit

(a) any resale of the CRYPTO Pi Materials; (b) the distribution, public performance or public display of any CRYPTO Pi Materials; (c) modifying or otherwise making any derivative uses of the CRYPTO Pi Materials, or any portion thereof; or (d) any use of the CRYPTO Pi Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate Client's access to the Services.

15. Third-Party Content

In using our Services, Client may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, Client's business dealings or correspondence with such third parties are solely between Client and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and Client understands that Client's use of Third-Party Content, and Client's interactions with third parties, is at Client's own risk.

16. Suspension; Termination

In the event of any Force Majeure Event (as defined in Section 22.5), breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for CRYPTO Pi, we may, in our discretion and without liability to Client, with or without prior notice, suspend Client's access to all or a portion of our Services. We may terminate Client's access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate Client's CRYPTO Pi Account and all related information and files in such account without liability to Client, including, for instance, in the event that Client breaches any term of these Terms. In the event of termination, CRYPTO Pi will return any Funds stored in Client's CRYPTO Pi Account not otherwise owed to CRYPTO Pi, unless CRYPTO Pi believes Client has committed fraud, negligence or other misconduct.

17. Discontinuance of Services

We may, in our sole discretion and without liability to Client, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

18. Disclaimer of Warranties

18.1. Except as expressly provided to the contrary in a writing by us, our services are provided on an "As is" and "As available" basis. We expressly disclaim, and Client waives, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

18.2. Client acknowledges that information Client stores or transfers through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. Client is solely responsible for backing up and maintaining duplicate copies of any information Client stores or transfers through our services.

19. Limitation of Liability

19.1. Except as otherwise required by law, in no event shall CRYPTO Pi, our directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our services or the CRYPTO Pi materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from CRYPTO Pi, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to CRYPTO Pi's records, programs or services.

19.2. To the maximum extent permitted by applicable law, in no event the aggregate liability of CRYPTO Pi (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of, or inability to use, CRYPTO Pi or to these terms shall exceed the fees paid by Client to CRYPTO Pi during the 12 months immediately preceding the date of any claim giving rise to such liability.

20. Indemnity

Client agrees to defend, indemnify and hold harmless CRYPTO Pi (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) Client's use of, or conduct in connection with, our Services; (b) any Feedback Client provide; (c) Client's violation of these Terms; or (d) Client's violation of any rights of any other person or entity. If Client is obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

21. Applicable Law; Arbitration

These Terms shall be governed and interpreted in accordance with the laws of the Swiss Republic (Switzerland). The Parties agree that any dispute arising out of or in connection with these Terms or Client's use of the Services shall be submitted for resolution to the courts of the Swiss Republic and resolved based upon the territorial jurisdiction.

22. Miscellaneous

22.1. Entire Agreement; Order of Precedence.

The following Terms and Conditions apply to any person that registers for and/or opens a CRYPTO Pi Account through http://cryptopi.fund/ or any associated mobile applications, website, or APIs. By registering for and opening an CRYPTO Pi Account, Client unconditionally accepts these Terms and agree to be bound by and act in accordance with them. Client also accepts and agrees that Client is solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which Client lives that may be

applicable to Client's use of the Website and/or Client's CRYPTO Pi Account, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement Client.

22.2. Amendment.

We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. Client should visit the Website regularly to check when the Terms were last updated and to review the current Terms. If we make changes to these Terms, we will provide Client with notice of such changes, such as by sending an email and/or providing notice on the homepage of the Site and/or by posting the amended Terms via the applicable CRYPTO Pi websites and mobile applications and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any users of the Services. The continued use of Client's CRYPTO Pi Account, after any amendment to these Terms, constitutes Client's acceptance of the Terms, as modified by such amendment. If Client does not accept the Terms, or any amendment to them, Client must immediately stop using the Website and Client's CRYPTO Pi Account.

22.3.Waiver.

Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

22.4. Severability.

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

22.5. Force Majeure Events.

CRYPTO Pi shall not be liable for (1) any inaccuracy, error, delay in, or omission of any information, or the transmission or delivery of information; (2) any loss or damage arising from any event beyond CRYPTO Pi's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake,

or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond CRYPTO Pi's reasonable control (each, a "Force Majeure Event").

22.6. Assignment.

Client may not assign or transfer any of Client's rights or obligations under these Terms without prior written consent from CRYPTO Pi, including by operation of law or in connection with any change of control. CRYPTO Pi may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining Client's consent or approval.

22.7. Headings.

Headings of sections are for convenience only and shall not be used to limit or construe such sections.